



MASTER DEED

HUNTER'S CREEK

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

This Master Deed is made and executed on this 31st day of March, 2000, by **Joyce & Don, LLC**, a Michigan limited liability company, whose address is 192 VanBruggen St, Michigan 49053 ("Developer"), in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.101 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), the ("Act").

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property, described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

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

-ARTICLE I-
TITLE AND NATURE

The Condominium Project shall be known as **Hunter's Creek**, Kalamazoo County Condominium Subdivision Plan No. 118. The Condominium Project is established in accordance with the Act. The engineering and architectural plans and specifications for the Project are filed with and were approved by the Building Department of the Township of Comstock, State of Michigan. The number, boundaries, dimensions and area of each Unit in the Condominium is set forth completely in the Condominium Subdivision Plan

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attached as Exhibit B hereto. Each Unit has been created for residential purposes and each Unit is capable of individual utilization as each has access to a Common Element of the Condominium. Each Co-Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share the Common Elements with other Co-Owners as designated by the Master Deed.

-ARTICLE II-
LEGAL DESCRIPTION

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The land which is submitted to the Condominium established by this Master Deed is particularly described as follows:

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 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 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 ½ 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.

-ARTICLE III-
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as the Articles of Incorporation, and corporate Bylaws and Rules and Regulations of **HUNTER'S CREEK 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 **HUNTER'S CREEK** as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:



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

(b) "Administrator" shall mean the Michigan Department of Consumer & Industry Services which is responsible for the administration of the Act.

(c) "Association" shall mean the **HUNTER'S CREEK CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, whose members shall consist of all the Co-Owners. The Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association Bylaws" means the corporate Bylaws of **HUNTER'S CREEK CONDOMINIUM ASSOCIATION**, the Association organized to manage, maintain and administer the Condominium.

(e) "Board" shall mean the Board of Directors of the Association. The Board will initially be those individuals selected by Developer and later it will be elected by Co-Owners as provided herein.

(f) "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

(g) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 8 and Section 53 of the Act to be recorded as part of the Master Deed.

(h) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws, and the Rules and Regulations, if any, of the Association.

(i) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to **HUNTER'S CREEK**.

(j) "Condominium Project", "Condominium" or "Project" means **HUNTER'S CREEK** as an approved Condominium Project established in conformity with the provisions of the Act.

(k) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(l) "Consolidating Master Deed" means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect all Units and Common Elements therein, which shall express percentages of value pertinent to each Unit as finally adjusted. Such Consolidating Master Deed, when recorded in the Office of the Kalamazoo County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for the Condominium.



(m) "Convertible Area" means a Unit or a portion of the Common Elements of the Condominium within which additional Units or General or Limited Common Elements may be created as defined elsewhere in the Master Deed.

(n) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Co-Owner" shall include a land contract vendee; provided, however, no Unit will have more than one (1) vote. The term "Owner" wherever used, shall be synonymous with the term "Co-Owner".

(o) "Developer" shall mean **Joyce & Don, L.L.C.**, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

(p) "Sales Period" means the period commencing from recordation of the Condominium until the Developer has sold all of the Units to Co-Owners.

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

(r) "Unit or Units" means the enclosed space constituting a single complete Unit in the Condominium as such space is described in attached Exhibit B.

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

-ARTICLE IV- COMMON ELEMENTS

The Common Elements of the Condominium are shown in Exhibit "B" and described in this Article IV. The General Common Elements are for the common use and enjoyment of all of the co-owners of the condominium. The Limited Common Elements are for the exclusive use and enjoyment of appurtenant Unit owners.

A. General Common Elements. The General Common Elements are:

(1) The land and space described as a General Common Element in Exhibit "B" to this Master Deed, including roads, boulevard islands, cul-de-sac islands, sidewalks and parking spaces not specifically assigned to a particular Unit owner.

(2) Hunter's Run Road, a private road, shown in Exhibit "B" to this Master Deed.

(3) The electrical wiring network throughout the Project up to, but not including, the electric meter for each Unit.

(4) The telephone wiring network throughout the Project to the point of connection with any Unit.



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- for each Unit.
- (5) The gas line network throughout the Project, up to, but not including, the gas meter
- any Unit.
- (6) The cable television system throughout the Project, up to the point of connection with
- (7) All lighting systems installed or to be installed within or for the purpose of serving General Common Elements.
- (8) The water distribution and waste disposal network throughout the Project up to the point of connections with any Unit.
- (9) The sanitary sewer system throughout the Project up to the point of connections with any Unit.
- (10) Foundations, supporting columns, walls (including party walls, windows and doors), roofs, ceilings, floor construction and chimneys, as shown on Exhibit "B".
- (11) The storm drainage system throughout the Project.
- (12) Trash collectors.
- (13) Such other elements of the Project that are not designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep, and safety of the Project.

B. Limited Common Elements. The Limited Common Elements are:

- (1) The individual decks, patios or porches shown on Exhibit "B".
- (2) The garages, driveways and parking areas as shown on Exhibit "B".
- (3) The interior surfaces of the Unit including perimeter walls, ceilings, floors, windows, skylights and doors.
- (4) The attics, certain stairwells, and certain storerooms as shown on Exhibit "B".
- (5) The heating, ventilation and air conditioning systems appurtenant to the specific Units they exclusively serve.
- (6) The plumbing, mechanical and electrical systems appurtenant to the specific Units they exclusively serve.
- (7) The fireplace structures and combustion chambers.

C. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(1) The costs of maintenance, repair and replacement of each deck, patio and porch, described in Article IV B (1) above shall be borne by the Association where such Limited Common Element is not enclosed. Where such a Limited Common Element is enclosed, the Co-Owner of the appurtenant Unit shall be responsible for all maintenance and repairs.

(2) The costs of maintenance, repair, replacement and snow removal of all roads, sidewalks, driveways and parking areas shall be borne by the Association.

(3) The costs of maintenance, repair and replacement of the exterior and roofs of all garages shall be borne by the Association. The costs of any decoration, maintenance or repair to the interior of any garages shall be borne by the Co-Owner to which such garage appertains.

(4) The costs of decoration, maintenance, repair and replacement of all interior surfaces referred to in Article IV B (3) above shall be borne by the Co-Owner of each Unit to which such Limited Common Element appertain.

(5) The costs of maintenance, repair and replacement of the heating and cooling system described in Article IV B (5) above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(6) The costs of maintenance, repair and replacement of plumbing, mechanical and electrical systems described in Article IV B (6) above shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(7) The cost of maintaining and cleaning any fireplace structures or combustion chambers shall be borne by the Co-Owner of the Unit to which such Limited Common Element appertains.

(8) The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

D. Use of Units or Common Elements. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of its Unit or the Common Elements.

E. Use of Common Elements for Sales Activity. Until it has conveyed title to the last unsold Unit owned by Developer, Developer has the irrevocable right:

- (1) To use the Common Elements for sales, administrative, rental, or storage purposes;
- (2) To use any of the unsold Units for sales (including model Units and sales offices), administrative or management purposes; and
- (3) To place signs on the Common Elements for sales and promotional purposes.

F. Assignment or Reassignment of Limited Common Elements. A Limited Common Element may be reassigned, in accordance with Section 39 of the Act and the Condominium Documents. The concerned Co-Owners shall prepare a written application to the Board of Directors of the Association which shall promptly



prepare or cause to be prepared and executed, an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved. The Amendment shall be delivered to the concerned Co-Owners upon their payment of all reasonable costs for the preparation and approval thereof. All affected Co-Owners must consent to such reassignment of Limited Common Elements and all affected mortgagees must be notified.

-ARTICLE V-

UNIT DESCRIPTIONS AND PERCENTAGE OF VALUE

A. Description of Units. Each Unit in the Condominium is described in the Condominium Subdivision Plan of HUNTER'S CREEK as surveyed by Chettleburgh & Associates. Each Unit shall include all that space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Condominium Subdivision Plans and as delineated by detailed dimensional descriptions of the same. In determining dimensions, each Condominium Unit shall be measured by interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor. No structural components of the building, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of the Unit. Elevations are referenced to an official bench mark of the United States Coast and Geodetic survey sufficient to accurately relocate the space enclosed by the description. The architectural plans and specifications of the Units in the Condominium are on file with the Township of Comstock.

B. Percentage of Value. The percentage of value assigned to each Unit is determinative of each Co-Owner's respective share of proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. After review of the comparative characteristics of the Units, it was determined that the percentage of value assigned to each Unit shall be equal. Each Co-Owner shall be entitled to one vote for each Unit owned when voting by number and by value. This determination was based on the maintenance cost of the Common Elements and each Unit's proportionate effect on the Common Elements. The total value of the Project shall be 100%.

C. Removal of Interior Partitions. Interior partitions or walls within a unit which do not provide structural support, may from time to time, be removed or replaced. In the event a Unit owner does remove or replace any or all interior partitions or walls, no amendment of this Declaration will be necessary or required.

-ARTICLE VI-

CONVERTIBLE AREA

A. Designation of Convertible Area. All of the land dedicated herein or hereinafter dedicated to the Condominium is hereby designated a Convertible Area. All land in the convertible area may be converted from Units to General Common Elements or Limited Common Elements or from General Common Elements or Limited Common Elements to Units, in accordance with the Act and the Condominium documents. The Developer reserves the right to change any Unit to a Limited or General Common Element, to permit the Developer to construct ancillary improvements, such as recreational facilities. The Developer is not obligated to construct any such improvements.

B. Improvements to be Shown. The Condominium Subdivision Plan also does not show, but Developer may in its sole discretion elect to install, additional floors in buildings, an underground irrigation



system, an exterior lighting system, a security system, architectural walls, fences or ornamentation or other similar systems and improvements designated and intended to benefit the entire Project. Developer hereby reserves the right to construct, install and locate any and all of the improvements identified above, and such other improvements as may be similar thereto in nature, regardless of whether intended to serve one Unit or more than one Unit, anywhere in a Unit or on the Common Elements.

C. Compatibility of Improvements. All improvements constructed within the Convertible Area shall be reasonably compatible with the improvements on other portions of the Condominium, as determined by Developer in its discretion. No additional Units and no improvements other than as indicated above may be created on the Convertible Area.

D. Term. The Developer must make any conversion within six (6) years from the date of the initial recording of the Master Deed. After such time, the option of the Developer to convert all or a portion of the Condominium as provided herein shall expire.

E. Amendment to Master Deed. The Developer shall promptly prepare, execute and record an Amendment to the Master Deed describing the conversion. The Amendment shall assign an identifying number to each Condominium Unit, if any, formed out of the Convertible Area and shall allocate to each Condominium Unit a portion of the undivided interest in the Common Elements appertaining to that area. The Amendment shall describe or delineate any limited Common Elements of the Convertible Area, showing or designating the Condominium Unit or Condominium Units to which each is assigned. Further, should Developer convert portions of a Unit to General Common Elements or Limited Common Elements, the Developer shall prepare, execute and record an Amendment to the Master Deed that describes and shows such redefinitions of the General Common Elements or Limited Common Elements as may be necessary to adequately describe and serve the Condominium Project. In connection with any such Amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium or any purpose reasonably necessary to achieve the purposes of this Article.

-ARTICLE VII- EXPANSION OF CONDOMINIUM

A. Expansion. The Project is a residential condominium which may be expanded by an amendment or succession of amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of One Hundred Five (105) residential Condominium Units. The land that may be added to the Project is described as follows:

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 ¼ corner of said Section 8; thence S 00° 05' 00" E along the North and South ¼ line of said Section 2638.28 feet to the Central ¼ corner of said Section 8; thence S 89° 49' 31" E along the East and West ¼ line of said Section 1317.68 feet to the Southeast corner of the West ½ of the Northeast ¼ of said Section 8; thence N 00° 09' 19" W along the East line of the West ½ of the Northeast ¼ 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 882 feet more or less to the point of beginning. This parcel contains 17.6 acres, more or less; and

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.

B. Reservation/Restrictions. The Developer and its successors and assigns specifically reserve the right to elect, on or before the expiration of six (6) years after the recording of this Master Deed for the first phase of the Project, to add to the Project all or any portion of the lands described above, without the consent of any Co-Owner, mortgagee or other person. Nothing contained in this Master Deed shall in any way obligate the Developer to enlarge the Condominium Project beyond the first phase established by this Master Deed on the land described in Article II and the Developer may, in its discretion, establish all or a portion of the area for future development as a separate condominium project (or projects) or any other form of development. Other than as set forth in this Master Deed, no restrictions or limitations on such election exist as to the portion or portions of land which may be added, the time or order of such additions, the types of condominium units which may be created, the nature or location of any improvements, or the creation and assignment of limited common elements thereon. All added lands shall be dedicated exclusively to residential use and all structures located thereon shall be architecturally compatible, in the reasonable judgment of the Developer or its architect, with the structures on the land included in this original Master Deed.

C. Percentage of Value. Such increase in size of this Condominium Project 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 discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted 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 percentages 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 allocable expenses of maintenance; **PROVIDED, HOWEVER**, that in such amendment or amendments the percentages of value assigned to each unit in Article V hereof shall be reasonably reallocated as may be necessary to adequately service the additional section or sections being added to the Project by such amendment.

D. Common Elements. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the future



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development, and to provide access to any Unit that is located on, or planned for the future development, from the roadways and sidewalks located in the Project.

E. Consent. 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, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments.

F. Time of Contraction. Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of the expansion of the Condominium, not later than 180 days after the completion of construction, a consolidating Master Deed and plans showing the condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

-ARTICLE VIII- **CONTRACTIBLE CONDOMINIUM**

A. Developer's Right to Contract. Developer reserves the right, but not an obligation, to contract the Condominium.

B. Amendment to Master Deed. There are no restrictions or limitations on Developer's right to contract the Condominium Project except as stated in this Article. The consent of any Co-Owner shall not be required to contract the Condominium Project. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium Project and any amendment or amendments of this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity for re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium Project and Developer may, in its discretion, establish all or a portion of the additional land described herein as a rental development, a separate Condominium, or any other form of development.

C. Term. The Developer's right to contract the Condominium Project shall expire six (6) years after the initial recording of this Master Deed.

D. Land. The land which may be withdrawn from the Condominium includes all land described in Section II hereof, and any land added by expansion pursuant to Article VII, hereof, but does not include any Unit which has been conveyed to a non-developer Co-Owner and the roadway and Common Elements adjacent to such Unit(s) and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The Common Elements or Units which may be withdrawn may be withdrawn as one parcel or in separate parcels at different times and in any order.

E. Minimum Number of Units. The minimum number of Units which may remain after the contract is 2 Units.

F. Time of Contraction. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, not later than 180 days after the completion of construction, a consolidating Master Deed and plans showing the condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

-ARTICLE IX- EASEMENTS

A. Easement for Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of any land or improvement or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

B. Easements for Maintenance and Repair. The Association, Developer, and all public or private utilities shall have easements in, on, over, under, across, through and to those portions of land, structures, buildings, improvements and walls (including interior unit walls) for the installation, maintenance, repair and replacement of all utilities and all Common Elements. The Co-Owners of any Unit shall have a permanent easement in, on, over, under, across and through the other Units where necessary or convenient for the installation, maintenance, repair and replacement of Limited Common Elements pertaining to the Unit. Each such easement shall be exercised at reasonable times and upon prior notice except in emergencies.

C. Dedications/Easements for Installation and Maintenance of Utilities and Roadways. The Association shall have the right, but shall not be obligated, to dedicate all or any portion of the roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, and pumping stations located or to be located on or under the Condominium to the Township of Comstock, the County of Kalamazoo, Michigan and/or any other appropriate governmental authorities. The Association shall also have the right to grant appropriate easements to the above governmental bodies or any appropriate public utility company for the purpose of installing, maintaining and/or repairing any roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, or pumping stations whether or not the same are dedicated. All of the Co-Owners and mortgagees of Units and other persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed and the Condominium Subdivision Plan as are necessary, in the Association's sole discretion, to effectuate the purposes of this Article as the same may be approved by the Administrator and all such persons irrevocably appoint the Association, its successors and assigns, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments and all other documents as may be necessary to effectuate the purposes of this Article.

D. Easements Retained by Developer.

(1) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the adjoining parcels in which Developer, or its members, shareholders, or affiliated companies, has an ownership interest ("Contiguous Land"). All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by the Co-Owners of this Condominium and the Co-Owners of any developed portions of the Contiguous Land. This reservation of easement shall be conditioned upon use being made of same for parts of the Contiguous

Land for residential purposes or uses complimentary to the Condominium. The Co-Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of total square feet of floor area in buildings in this Condominium, and the denominator of which is comprised of the number of said floor area plus the total square feet of floor area in all buildings on the Contiguous Land.

(2) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Contiguous Land as defined herein, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium, including but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium utilization, tapping, tying-in, extension or enlargement.

-ARTICLE X- AMENDMENT AND TERMINATION

A. The Condominium Documents may be amended by the Developer or the Association of Co-Owners without the consent of Co-Owners or mortgagees if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. An amendment which does not materially change the right of a Co-Owner or mortgagee includes, without limitation, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements.

B. The Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than 2/3 of the votes of Co-Owners and mortgagees. A mortgagee shall have one vote for each mortgage held.

C. The Developer reserves the right to materially amend the Condominium Documents to expand the Condominium as herein provided, without the consent of Co-Owners or mortgages.

D. The method used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

E. Co-Owners and mortgagees of record shall be notified of proposed amendments under this article, not less than ten days before the amendment is recorded.

F. The party causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-Owners and mortgagees or based upon the advisory committee's decision, the cost of which are expenses of administration.



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G. A Master Deed amendment, including the consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project, shall comply with the standards prescribed in Section 66 of the Act for preparation of an original Condominium subdivision plan for the Project.

H. If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

I. If there is a Co-Owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated Co-Owners of Condominium Units to which 4/5 of the votes in the association of Co-Owners appertain.

J. Agreement of the required majority of Co-Owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

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

L. Upon recordation of an instrument terminating the Condominium Project, any rights the Co-Owners may have to the assets of the association of Co-Owners shall be in proportion to their respective undivided interests in the common profits shall be distributed in accordance with the Condominium Documents and the Act.

-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 Developer to any other 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.

-ARTICLE XII- SUBDIVISION OF A UNIT

A Unit may be subdivided at the election of the Developer until such time as Developer has conveyed the Unit to a third party Co-Owner. If Developer wishes to subdivide a Unit, the Developer shall prepare and execute an Amendment to the Master Deed showing the subdivision and shall otherwise comply with Section 49 of the Act.



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**-ARTICLE XIII-
RIGHT TO FARM ACT**

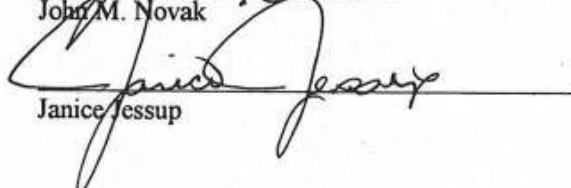
The Condominium premises may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, this Master Deed is executed the date and year written above.

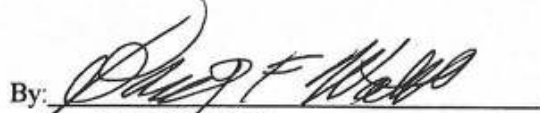
WITNESSES:

JOYCE & DON, LLC



John M. Novak


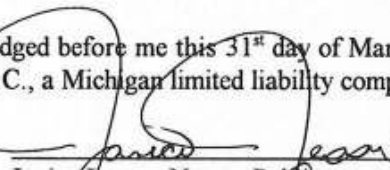
Janice Jessup

By: 

Donald F. Watts
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 31st day of March, 2000, by Donald F. Watts, Managing Member of Joyce & Don, L.L.C., a Michigan limited liability company.



Janice Jessup, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 3/10/03

THIS INSTRUMENT PREPARED BY:
John M. Novak
MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.
425 West Michigan Avenue
Kalamazoo, Michigan 49007
(616) 226-2976



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EXHIBIT A
CONDOMINIUM BYLAWS
OF
HUNTER'S CREEK

-ARTICLE I-
ASSOCIATION OF CO-OWNERS

Section 1. Organization. Hunter's Creek, a residential condominium located in the Township of Comstock, 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 management, maintenance, operation and administration of the Common Elements, easements and, generally, 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").

Section 2. Compliance. All present and future Co-Owners 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 a 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-
ADMINISTRATION OF ASSOCIATION

Section 1. Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-Owner of a Condominium Unit shall be a Member of the Association during their term of ownership, and no other person or entity shall be entitled to membership.

(b) The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to their Unit in the Condominium.



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(c) Except as limited in these Bylaws, each Unit shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages of value allocated to the Units owned by such Co-Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value unless voting is specifically required to be both in value and in number.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until said Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in subparagraph "(e)" below or by a proxy given by such individual representative.

(e) Each Co-Owner may file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the Members of the Association commencing with the first annual meeting held as provided in Section 4 of this Article II. At least ten (10) days written notice of the time, place and subject matter of the meeting shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at the address indicated in the notice designating such individual representative. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners.

(g) The presence in person or by proxy of thirty (30%) percent in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required herein to have a greater quorum. 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.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the Members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy or by written ballot, if applicable, at a given meeting of the Members of the Association.



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(j) Other provisions as to voting by Members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 2. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Each director must be a Member of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors elected by the Developer prior to the first annual meeting of members held pursuant to Section 4 of this Article II. The Association Bylaws shall govern the number, term of office, manner of election, removal, replacement, meetings, quorum, voting requirements, and other duties or provisions of or relating to directors, so long as they are not inconsistent with this Article II of the Condominium Bylaws. All directors shall serve without compensation.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements.

(2) To collect assessments from the Members of the Association and to use the proceeds for the purpose of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance, administration and security of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, including but not limited to borrowing for equipment to maintain the Premises, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the Members of the Association in value.

(8) To make rules and regulations in accordance with Article VI, Section 1 (n) of these Bylaws.



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(9) To establish such committees, as it deems necessary convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of 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.

(10) To enter into agreements with lenders, the purposes of which are to obtain mortgage financing for Unit Co-Owners.

(11) To enforce the provision of the Condominium Documents.

(12) To deliver at least once a year, an annual financial statement to the Co-Owners.

(b) The Board of Directors may designate one (1) specific real estate broker, licensed for the State of Michigan, to handle all real estate sales and rentals of Units in the Project, and which broker shall be located in the County of Kalamazoo, Michigan, and hereby be available locally to handle such sales and rentals of the Unit in the Project.

(c) The Board of Directors may employ for the Association one or more professional management agents at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2(a) of this Article II, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the Members of the Association. Nothing herein shall be deemed to prevent a Co-Owner from hiring the Management Agent or any third party to manage their Unit. Such management agents may include the Developer or any person or entity related thereto provided that, pursuant to Section 55 of the Act, the Association may void any management contract on the Transitional Control Date or within ninety (90) days thereafter and on thirty (30) days notice at any time thereafter for cause. Also, to the extent any such management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Association by notice at least thirty (30) days before the expiration of the one year.

(d) All of the actions (including, without limitation, the adoption of the Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the first annual meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

(e) Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance or gross negligence in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder

based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Before any payment is made under this subparagraph (e), the Board of Directors shall give each Co-Owner ten (10) days prior written notice. Any expenses incurred by the Association under this subparagraph (e) shall be expenses of administration.

Section 3. Officers. The Association Bylaws shall provide 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 provision pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number and in value.

Section 4. Meetings of Members. The first annual meeting of the members of the Association convened not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of twenty-five (25%) percent of the Units that may be created. The Association shall comply with Section 52 of the Act which provides, in part, as follows:

(a) An advisory committee of nondeveloper Co-Owners shall be established either 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 1/3 of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the project, whichever occurs first. The advisory committee shall meet with the Condominium Project board of directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association of Co-Owners is elected by the nondeveloper Co-Owners.

(b) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors of the Association of Co-Owners shall be elected by nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper 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 nondeveloper Co-Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-Owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Co-Owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the project or as long as 10% of the Units remain that may be created.

(c) Notwithstanding the formula provided in subsection (b), 54 months after the first conveyance of legal or equitable title to a nondeveloper 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 nondeveloper Co-Owners have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors of the Association of Co-Owners equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the Condominium Documents, a 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. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.



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(d) If the calculation of the percentage of members of the board that the nondeveloper Co-Owners have the right to elect under subsection (b), or if the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Co-Owners under subsection (c) results in a right of nondeveloper 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 nondeveloper Co-Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the board. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in subsection (b).

The date, time and place of such first Annual Meeting shall be set by the Board of Directors, and at least fifteen days written notice shall be given to each Co-Owner. Thereafter, an annual meeting shall be held each year on such date as specified in the Association Bylaws.

-ARTICLE III- **OPERATION OF ASSOCIATION**

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

Section 2. Taxes. Pursuant to Section 131 of the Act, special assessments by governmental authorities and real property taxes are to be assessed against the Units identified as such in the Condominium Subdivision Plan and not on the Condominium Premises or any part thereof, except for the year in which the Condominium was established subsequent to the tax day for that year. Real property taxes and special assessments which become a lien against the Condominium Premises, or any part thereof, in that year shall be expenses of administration to be assessed against, apportioned among and paid by the Co-Owners in the manner provided in this Article III.

Section 3. Common Expenses and Receipts. All expenditures affecting the administration of the Project shall include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project. Receipts affecting the administration of the Condominium Project shall include all sums received as the proceeds of or pursuant to a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project.

Section 4. Condominium Documents, Books of Account. The Association shall keep current copies of the Master Deed, Bylaws, all other Condominium Documents and all books, records and contracts concerning the administration and operation of the Condominium. Such documents shall be available for inspection by Co-Owners, prospective mortgagees and their representatives. The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such documents and books of account shall be open for inspection by the Co-Owners during reasonable working hours on normal working days designated by the Association. The books shall be audited by an independent accountant at least once a year, but such audit need not be certified nor must the auditors be certified public accountants. The cost of such audit and all accounting expenses shall be an expense of administration. At least once a year the Association shall prepare and distribute to each Co-Owner a statement of its financial condition, the contents of which shall be



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defined by the Association. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The financial reports and statements provided for in this section are not required to be certified.

Section 5. Construction Liens. Section 132 of the Act provides that a mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitation set forth below. Act No. 179 of the Public Acts of 1891 has been replaced by the Construction Lien Act P.A. 497 of 1980 as amended, but construction liens remain subject to the following limitations:

(a) Except as provided in this section a mechanic's (construction) lien for work performed upon a Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A mechanic's (construction) lien for work authorized by the developer or principal contractor and performed upon the Common Elements may attach only to Condominium Units owned by the Developer at the time of recording of the statement of account and lien.

(c) A mechanic's (construction) lien for work authorized by the association of Co-Owners may attach to each Condominium Unit only to the proportionate extent that the Co-Owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A mechanic's (construction) lien may not arise or attach to Condominium Unit for work performed on the Common Elements not contracted by the developer or the association of the Co-owners.

In the event that a mechanic's (construction) lien attaches to a Unit or a Common Element with respect to work or materials furnished and contracted for by the Association, the Association shall either cause the mechanic's (construction) lien to be removed by bonding, payment, compromise or settlement, or commence a judicial action to contest such lien. Any costs incurred by the Association in connection therewith shall be expenses of administration.

Section 6. Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 10 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Notwithstanding any other provisions contained herein, the Board of Directors shall have authority to levy additional assessments or increase general assessments, where the Board of Directors, in its sole discretion, determines that: (1) the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to finance the replacement



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of existing Common Elements; (3) to finance additions to the Common Elements not to exceed One Thousand (\$1,000.00) Dollars per Unit annually; and (4) where the Board of Directors determines that there is or has been an emergency situation.

(b) Special assessments, in addition to those assessments required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per Unit annually, (2) assessment to purchase a Unit upon foreclosure of the lien for assessment described herein, (3) assessments to purchase a Unit for use as a resident manager's Unit, (4) assessment for major repair or replacement of the roof of a Unit, or (5) assessment for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 6(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

(c) 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.

(d) All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the greater of 7% or the highest legal annual interest rate permitted by the laws of the State of Michigan until paid in full. Each Co-Owner (whether one or more person or entities) shall be, and remain, personally liable jointly and severally if the Co-Owner consists of more than one person or entity) for the payment of all assessments pertinent to his Unit which may be levied while such Co-Owner is the owner thereof.

(e) Notwithstanding anything herein to the contrary, every purchaser of a Unit in the Condominium shall pay a one time non-refundable buy-in fee to the Condominium Association, prior to closing, that is equal to the greater of Five Hundred Dollars (\$500.00).

Section 7. Collection of Assessments. All sums assessed by the Association under this Article III shall be subject to, and the Association shall have all rights conferred by, Section 108 and 111 of the Act which provide as follows:

"Sec. 108.

(1) Sums assessed to a Co-Owner by the association of Co-Owners which are unpaid constitute a lien upon the Unit or Units in the project owned by the Co-Owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded as set forth in subsection (3), have priority over a first mortgage recorded subsequent



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to the recording of the notice of lien. The lien upon each Condominium Unit owned by the Co-Owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-Owner but which became due while the Co-Owner had title to the Condominium Units. The lien may be foreclosed by an action or by advertisement by the association of Co-Owners in the name of the Condominium Project on behalf of the other Co-Owners.

(2) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(3) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(a) The notice of lien shall set forth:

(i) The legal description of the Condominium Unit or Condominium Units to which the lien attaches.

(ii) The name of the Co-Owner of record thereof.

(iii) The amounts due the association of Co-Owners at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the association of Co-Owners and may contain other information as the association of Co-Owners may deem appropriate.

(c) The notice of lien shall be recorded in the office of register of deeds in the county in which the Condominium Project is located and shall be served upon the delinquent Co-Owner by first class mail, postage prepaid, addressed to the last known address of the Co-Owner at least 10 days in advance of commencement of the foreclosure proceeding.

(4) The association of Co-Owners, acting on behalf of all Co-Owners, unless prohibited by the Master Deed or Bylaws, may bid in at the foreclosure sale, and acquire hold, lease, mortgage, or convey the Condominium Unit.



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(5) An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien.

(6) An action for money damages and foreclosure may be combined in one action.

(7) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-Owner and to lease the Condominium Unit and collect and apply the rental therefrom.

Sec. 111.

(1) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against a Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Condominium Unit.

(b) Payments due under a first mortgage having priority thereto.

(2) A purchaser or grantee is entitled to a written statement from the association of Co-Owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the Condominium Unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of Co-Owners as provided in this act, at least 5 days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the Condominium Unit together with interests, costs, and attorney fees incurred in the collection thereof."

Any expenses incurred by the Association in collecting unpaid assessments, including interest, costs and attorney's fees and advances for taxes or other liens paid by the Association to protect the Association's lien, shall be chargeable to the Co-Owner in default, and shall be secured by the lien on his Unit.

The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days prior written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to a vote at any meeting of the Association so long as such default continues.

Section 8. Non-Use of Common Elements. No Co-Owner shall be exempt from any assessment levied pursuant to this Article III by reason of their nonuse or waiver of use of any of the Common Elements or by the abandonment of their Unit.

Section 9. Developer's Obligation for Assessments. The Developer shall be deemed to be a Co-Owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for payment of assessments in accordance with this Article, except that prior to the first annual meeting of the Condominium Association and/or prior to the obtaining of a Certificate of Occupancy on the Unit, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 10. Reserve. The Association shall maintain a reserve fund for major repairs and replacements of Common Elements as required by Section 105 of the Act. The reserve fund shall be at least ten (10%) of the Association's annual budget on a noncumulative basis and may be increased by the Board of Directors. Funds contained in the reserve fund shall be used only for major repairs and replacement of Common Elements. There shall be set aside by the Association by the time of the Transitional Control Date, an amount equal to at least ten (10%) percent of the assessments levied by the Association prior to the Transitional Control Date. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-Owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 11. Potential Liability for Unpaid Assessments. Section 58 of the Act provides that if a mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for Association assessments chargeable to that Unit which became due prior to the acquisition of title to the Unit by such person. The unpaid assessments are deemed to be common expenses collectible from all Co-Owners including such person, its successors and assigns.

Section 12. Liability for Negligence. Each Co-Owner is liable for the expense of any maintenance, repair or replacement tendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

If any Co-Owner fails to maintain or repair any part of its Unit or the Limited Common Elements required to be maintained and repaired by such Co-Owner, or if a Co-Owner becomes liable for maintenance, repair or replacement due to negligent conduct as provided in the foregoing paragraph, and if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements, or any other portion of the Condominium Property, and such failure of the Co-Owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Co-Owner, the Association may levy a special assessment against such Co-Owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

-ARTICLE IV- INSURANCE

Section 1. Insurance. The Association shall carry liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium. The Association, at the election of the Board of Directors, may carry other insurance, including cross coverage for damages done by one Co-Owner to another. The insurance carried by the Association shall be administered in accordance with the following provisions:



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(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagees endorsements to the mortgagees of Co-Owners. Each Co-Owner may obtain insurance coverage at their own expense upon their Unit. It shall be each Co-Owner's responsibility to obtain insurance coverage for their personal property located within their Unit or elsewhere on the Condominium and for their personal liability for occurrences within their Unit or upon Limited Common Elements appurtenant to their Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. Any improvements made by a Co-Owner within their Unit shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article III hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) 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, and the Co-Owners and their mortgagees as their interests may appear; provided however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction of the Project.

Section 2. Appointment of Association. Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium, their Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. 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 the proceeds and to distribute the same to the Association, the Co-Owner and respective mortgagees, as their interests 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 Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing.

-ARTICLE V-

RECONSTRUCTION AND EMINENT DOMAIN

Section 1. Reconstruction. If any portion of the Condominium is damaged, including any Unit or a Common Element, the damaged portion of the Condominium shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless the Co-Owners vote to terminate the Condominium as provided in



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the Master Deed. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless seventy-five percent (75%) or more of the Co-Owners in value and in number agree to reconstruct by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair Responsibility. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 3 hereof. The Association shall be responsible for reconstruction and repair as set forth in Section 4 hereof.

Section 3. Co-Owner Responsibility. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of their Unit, including, but not limited to, floor coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to interior walls within a Co-Owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association then the reconstruction or repair shall be the responsibility of the Association in accordance with this Article. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty 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 replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray 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, assessment shall be made against all Co-Owners 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.

Section 5. Reconstruction. Any such reconstruction or repair should be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage, unless the Co-Owners shall unanimously decide otherwise.

Section 6. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the Co-Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall thereupon be divested of all interest in the Condominium. In addition, the provisions of Section 133(2) of the Act shall control and provides as follows:

"(2) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitations just compensation to the Co-Owner of the Condominium Unit taken for his undivided interest in the Common Element as well as for the Condominium Unit."

(b) In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such Co-Owner unless it is impractical to rebuild or repair such Unit as hereinafter provided, in which event the award shall be paid to the Co-Owner and, upon such payment, the Co-Owner and his mortgagee shall thereupon be divested of all interest in the Condominium. If only a part of a Unit is taken and it is practical to rebuild or repair such Unit and use the same for a lawful purpose permitted by the Condominium Documents, the Association shall rebuild the same as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to such Unit to the Co-Owner thereof. In the event that the award is insufficient to repair or rebuild the Unit, assessments shall be made against all Co-Owners for such repair or rebuilding in amounts sufficient to pay the actual or estimated cost thereof, provided, however, that if the Limited Common Elements specified in the Master Deed must be repaired or rebuilt, the cost of such repair or rebuilding in excess of the condemnation proceeds therefor shall be directly assessable against the Co-Owners of the Unit to which such Limited Common Elements appertain. In addition, the provisions of Sections 133(3) and (4) of the Act, as applicable, shall control, and state as follows:

"(3) If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest for each Condominium Unit in the Common Elements appertaining to the Condominium Units shall be reduced in proportion to the diminution in the fair market value of the Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-Owners of a Condominium Unit shall be reallocated among the other Condominium Units in the Condominium Project in proportion to their respective undivided interests in the Common Elements. A Condominium Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-Owner and not reinvested in the Co-Owner pursuant to subsection (4) as well as for that portion of the Condominium Unit taken by eminent domain.

(4) If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for



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a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being 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. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-Owner of the Condominium Unit for the Co-Owner's entire undivided interest in the Common Elements and for the entire Condominium Unit."

(c) Upon the partial or complete taking of a Unit, the provisions of Section 133(5) of the Act shall control, as applicable, and state as follows:

"(5) Votes in the Association of Co-Owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to the relative voting strength in the Association of Co-Owners. A Condominium Unit partially taken shall receive a reallocation as though the voting strength of the Association of Co-Owners was reduced in proportion to the reduction in the undivided interests in the Common Elements."

(d) If any portion of the Common Elements is taken by eminent domain, the Board of Directors shall determine whether to repair, rebuild or replace the portion so taken or to take such action as is deemed appropriate. Any award for such taking shall be paid to the Association for the benefit of the Co-Owners. In the event that no such affirmative vote is so obtained, the award therefore shall be allocated to the Co-Owners in proportion to their respective undivided interests in the Common Elements. In accordance with Section 133(l) of the Act, the Association, through the Board of Directors, may negotiate on behalf of all Co-Owners for any taking of Common Elements and any negotiated settlement shall be binding on all Co-Owners.

Section 7. Common Elements. The Association shall give any person or institution holding a first mortgage written notice, at such address as it may direct, from time to time, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount.

Section 8. Mortgages. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first 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 and/or Common Elements.



-ARTICLE VI-
BUILDING, 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 development and use of the Units and the Condominium shall be subject to the following limitations:

(a) No dwelling Unit in the Condominium shall be used for other than single family residence purposes (except that persons not of the same immediate family residing together may occupy a Unit with written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single family residences.

(b) No Co-Owner shall make alterations in exterior appearance or make structural modifications to their dwelling Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without the express written approval of the Board of Directors, including (but not by way of limitation), exterior painting, the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior modifications, nor shall any Co-Owner damage or make modifications or attachments to Common Element walls between Units without the prior written approval of the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

(c) No improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements. No conduct that creates unreasonable noise or otherwise unreasonably disturbs other Co-Owners shall be permitted in the Condominium.

(d) No Co-Owner shall do or permit anything to be done or keep or permit to be kept in their Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association. In such event, the Co-Owner(s) responsible for such activity shall pay to the Association the increased cost of such insurance premiums.

(e) No animal shall be kept in a Unit or permitted on the Condominium Premises other than aquatic or marine animals in an aquarium maintained within a dwelling Unit, domesticated cats, dogs, and birds, and further provided that such animals shall be owned by a Co-Owner. There shall be a maximum of two animals, domesticated cats or dogs, per Unit and animals shall be taken off of paved and onto green areas for the purpose of relieving themselves. Animal owners shall immediately remove any waste created by their animal and may be fined by the Association for failing to remove such waste. No animals or pets of any kind may be brought or kept in any dwelling Unit or on any Condominium Property by any guest or tenant of any Co-Owner unless advance approval is obtained from the Association. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No dangerous animal may be kept in the Condominium. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. All dogs on the Common Elements shall be controlled by leash, held by a person of sufficient age, size, and discretion as to be able to exert complete control over such animal. Any person who causes or permits an animal to be brought to be kept on the Condominium Property, shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property. Any agent or employee of the Association, or any Co-Owner or any member of the family of a Co-Owner, shall have the right to seize, hold, contain and confine any



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animal found loose on the Condominium Property, and to return the same to its owner or to deliver the same into the custody and control of any dog warden, police officer, or humane society, who will accept custody and control of such animal without liability of any nature for such action. A Co-owner may be released from any portion of this restriction by written approval of a majority of the Board of Directors. The Association shall have the authority to order the removal from the Condominium of any animal that is deemed a nuisance by the Board of Directors in their sole discretion.

(f) The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except in garages and as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on or condition maintained by a Co-Owner either in his dwelling Unit or upon the Common Elements, which alters the appearance of the Condominium.

(g) Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and terraces, shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

(h) No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers or vehicles used other than for personal transportation may be parked or stored upon the Condominium unless parked in garages, and then only if such use of a garage does not result in the displacement of automobiles from any garage to other parking places in the Condominium. No motorcycles, motorbikes, motor scooters or snowmobiles (except as used for transport to and from the Premises), maybe parked or stored on the Condominium, provided, however, that this Section shall in no way limit the Association in the operation of any vehicles, including commercial vehicles, necessary to the performance of its responsibilities. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided or unless while making deliveries or pickups in the normal course of business). Co-Owners shall register with the Association all vehicles kept on the Condominium Premises. All vehicles located on the Condominium Premises must be operational and properly licensed, otherwise such vehicles will be towed and the Co-Owner responsible for all towing costs.

(i) No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

(j) No advertising shall be displayed which is visible from the exterior of a Unit or the Common Elements. This Section shall include "For Rent" or "For Sale" signs, advertising stickers, and sign, light or other device of any nature used for advertising.

(k) No unsightly condition shall be maintained on any patio or deck, and only furniture and equipment consistent with ordinary patio and deck use shall be permitted to remain there during seasons when patios and decks are reasonably in use, and no furniture or equipment of any kind shall be stored on patios or decks during seasons when such areas are not reasonably in use. No Co-Owner shall perform any landscaping or plant trees, shrubs or flowers or place any ornamental materials upon the Common Elements,



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except in such Co-Owner's patio, courtyard or deck area appurtenant solely to their Unit. All such permitted plantings shall be maintained by the Co-Owner.

(l) Each Co-Owner shall maintain their Unit and any Limited Common Elements appurtenant thereto, in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each Co-Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by the Co-Owner or their family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the Co-Owner in the manner provided in Article III hereof.

(m) The Association or its duly authorized agents, shall have access to each Unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents, shall also have access to each dwelling Unit at all times without notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall provide the Association means of access to their Unit during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to their Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

(n) Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer). Copies of all such regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-Owners in number and in value.

(o) Co-owners shall not, without the prior approval of the Board of Directors of the Association, install heating or cooling systems in garages.

(p) Owners and occupants of dwelling units shall exercise extreme care to minimize noise and in the use of musical instruments, radios, television sets and amplifiers, so as not to disturb the other Co-Owners or tenants.

(q) Owners and occupants shall be responsible for water sprinkling of the lands and landscaping appurtenant to their specific dwelling unit so as to maintain a consistently attractive condition.

(r) No garments, rugs, towels, sheets or other items may be hung from balconies, windows or other portions of the Condominium Property.

(s) Co-Owners shall not, without the prior written approval of the Board of Directors, use or maintain any window covering, drape or shade that is not white in color. Garage doors shall be kept closed at all times except when necessary for ingress and egress into garage and during times of repair or work in garage.



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(t) Co-Owners shall not, without the prior written approval of the Board of Directors, allow more than three (3) persons to permanently reside in a single unit. Permanent residence shall be defined as a period of more than three (3) weeks. The total number of guests permitted overnight in a Unit or permitted to reside in a Unit for more than a 72-hour period shall not exceed twelve (12) persons. Notwithstanding anything contained in this subsection to the contrary, Co-Owners shall not, without the prior written approval of the Board of Directors, allow more than seven (7) persons to permanently reside in a Unit, which is freestanding and located within the boundaries of the 2.2 acre parcel described in Article VII of the Master Deed.

(u) The Association shall be responsible for payment of bills related to all utility services serving the Condominium, including water, electric, gas, sanitary sewer, and other like charges or expenses that are not separately billed to each Co-Owner. Co-Owners shall be responsible to the Association for their portion of such payments in accordance with their percentage of value in the Condominium as set forth in Article V of the Master Deed. If a Co-Owner fails to make their payment after it is billed to them by the Association, at a time determined in the sole discretion of the Association, then the Association shall have all of its rights under Article III hereof for collection of such payments from the Co-Owner.

(v) Notwithstanding anything in these By-Laws to the contrary, none of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period as hereinafter defined, or of the Association in adherence of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. During the Construction and Sales Period, the Developer or its agents, are irrevocably authorized, permitted and empowered to sell, lease or rent Units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. For purposes of this Section, the Construction and Sales Period shall be deemed to continue so long as Developer owns any dwelling Unit which it offers for sale. Until all dwelling Units in the entire Condominium (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, business office, construction office, model Unit, storage areas, reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable construction and sale of the entire Project by Developer. Developer shall have the right to operate and/or park its vehicles, whether commercial or otherwise, throughout the Project during the Construction and Sales Period. Developer shall have full right to utilize all or any portion of any Unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Project.

-ARTICLE VII- MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and rental of Units by any Co-Owner other than the Developer shall be subject to the following provisions as long as the Association exists, which provisions each Co-Owner covenants to observe:

Section 1. Ownership, Transfer and Lease. Units may be owned by one or more natural persons or legal entities. All Co-Owners of Units must be accepted as a Member by the Association pursuant to the Association's Bylaws. Ownership by a fiduciary or legal entity may be conditioned upon occupancy by a designated individual, except for Units owned by the Developer or its successors or assignees. Ownership of any interest in any Unit or change in permanent occupancy of a Unit may not be transferred except in accordance with this Article and the Association's bylaws and upon not less than ten (10) days prior written



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notice to the Association. Such notice shall include the name and address of the purchaser or transferee and the terms of sale or transfer.

Section 2. Additional Restriction on Leasing. All non-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state. No Co-Owner may lease a unit without the prior written approval of the Association. A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall provide written notice of their intent to lease to the Association of Co-Owners at least twenty-one (21) days before leasing the Unit and shall supply the Association of Co-Owners with a copy of the lease. If Developer proposes to rent Units before the transitional control date, it shall notify each Co-Owner in writing. No lease or other rental agreement shall provide for a term of less than twelve (12) months, unless otherwise permitted by the Association. The Board may, except to the extent prohibited by law, require a Member to obtain and turn over to the Board a security deposit before allowing any tenant or new Member to occupy a Unit. No subletting and no assignment of a lessee's interest in the lease shall be permitted without Board approval. In the event a Co-Owner leases a Unit and the lease or occupancy is terminated for any reason, prior to expiration of its initial twelve month term, the Co-Owner shall be prohibited from releasing the Unit to any third party during the unexpired portion of the initial twelve month term. None of the restrictions on leasing or transfer apply to Developer.

Section 3. Non-Owner Compliance.

(a) All non-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Association determines that a non-owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Association shall take the following action:

(i) The Association shall advise the appropriate Co-Owner by certified mail of the alleged violation by a person occupying Co-Owner's Unit.

(ii) The Co-Owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or derivatively by the members on behalf of the Association if it is under the control of the Developer, an action for eviction against the non-owner occupant and, simultaneously, for money damages against the Co-Owner and non-owner occupant for breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this Section may be by any appropriate proceeding. The Association may hold both the non-owner occupant and the Co-Owner liable for any damages caused to the Condominium.



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(c) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant.

Section 4. Waiver of Enforcement. Notwithstanding the provisions of Article VIII, failure of the Association or Board of Directors to enforce the provisions of this Article VII by institution of an action for relief within one (1) year from the date of sale, lease or other transfer, shall constitute a waiver of the Association's rights to enforce the provisions of this Article.

-ARTICLE VIII- DEFAULT

Section 1. Relief. In the event of a default by a Co-Owner under any of the terms or provisions of the Condominium documents, the Association shall have all the rights, powers (including the power to make Rules and Regulations implementing Section 106(c) of the Act) and remedies conferred by Section 106 of the Act which provides as follows:

“Sec. 106. A default by a Co-Owner shall entitle the Association of Co-Owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

(b) In proceedings arising because of an alleged default by a Co-Owner, the Association of Co-Owners, if successful, may recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

(c) Such other reasonable remedies the Condominium Documents may provide including but without limitation the charging of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments as may be provided in the Condominium Bylaws or rules and regulations of the condominium, if any.”

Section 2. Additional Relief. In addition to the rights, powers and remedies of the Association set forth in Section 106 of the Act, 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 upon the Common Elements, Limited or General, or into any Unit, where reasonably



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necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that prior to the entry into a Unit the Association shall give the affected Co-Owner at least two (2) days prior written notice of its intent to enter and, if the Co-Owner within the two (2) day period fails to correct such violation, the Association shall thereupon have the right to enter the Unit in accordance with the preceding clause.

Section 3. Co-Owner Relief. A Co-Owner shall have the rights and remedies conferred by Section 107 of the Act; provided, however, that in no event shall a Co-Owner in an action commenced by him against the Association or against him by the Association be entitled to recover attorneys' fees. Section 107 provides as follows:

"Sec. 107. A Co-Owner may maintain an action against the Association of Co-Owners and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or this act."

Section 4. Failure to Enforce. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or the Act shall not constitute a waiver of the right of the Association or any such Co-Owner to enforce such right, provisions, covenant or condition in the future.

Section 5. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Co-Owners 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 from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

-ARTICLE IX- ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or management agreement, if any, or to any disputes, claims or grievances arising among or between the Members or between such Members and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiters decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the Member and one (1) individual appointed by the Board of Directors of the Association. These two panelists will then promptly agree on the third member of the panel. No Member who is a natural person may appoint himself or a member of his household to the panel. No corporate Member may appoint one of its directors, officers, or employees to the panel. Neither may a Member serve on behalf of the Board.



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The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by Members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

-ARTICLE X- MORTGAGES

Section 1. Mortgage of Units. Any Co-Owner who mortgages their Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of any such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 2. Notice of Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notice of Meetings. Upon written request submitted to the Association, any holder of a first 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.

-ARTICLE XI- AMENDMENTS

These Condominium Bylaws may be amended in the same manner and by the same procedures as the Master Deed may be amended as set forth in Article VII of the Master Deed.

-ARTICLE XII- 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 XIII-
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 XIV-
SEVERABILITY**

In the event that 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 held to be partially invalid or unenforceable.

**-ARTICLE XV-
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to the Association or any other entity. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. In accordance with Section 90 of the Act, such reserved rights may not be amended without the consent of the party holding such rights.



EXHIBIT B TO THE MASTER DEED OF

HUNTER'S CREEK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

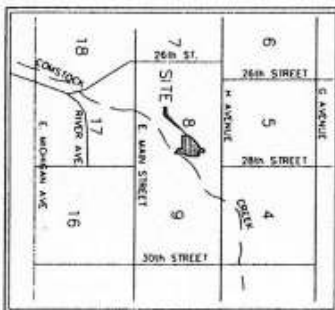
DEVELOPER:
JOYCE & DON L.L.C.
192 VAN BRUGGEN STREET
GALESBURG, MI 49053

SURVEYOR:
CHETLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LEGAL DESCRIPTION

[illegible]

LOCATION MAP
AND SCALE



CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER _____

EXHIBIT B

SHEET INDEX

SHEET NO.	SHEET TITLE
1.	TITLE SHEET
2.	SURVEY & FLOODPLAIN PLAN
3.	SITE PLAN
4.	UTILITY PLAN
5.	FUTURE DEVELOPMENT PLAN
6.	FLOOR PLANS, BLDG. TYPE I
7.	FLOOR PLANS, BLDG. TYPE II
8.	SECTION PLANS, BUILDING TYPE I
9.	SECTION PLANS, BUILDING TYPE II

TITLE SHEET

1 Hunter's Creek



**CHETTER, LEBUSCH
& ASSOCIATES
LAND SURVEYORS**

**DCI ENGINEERING
CONSULTANTS**
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: (310) 271-2000
Fax: (310) 271-2001



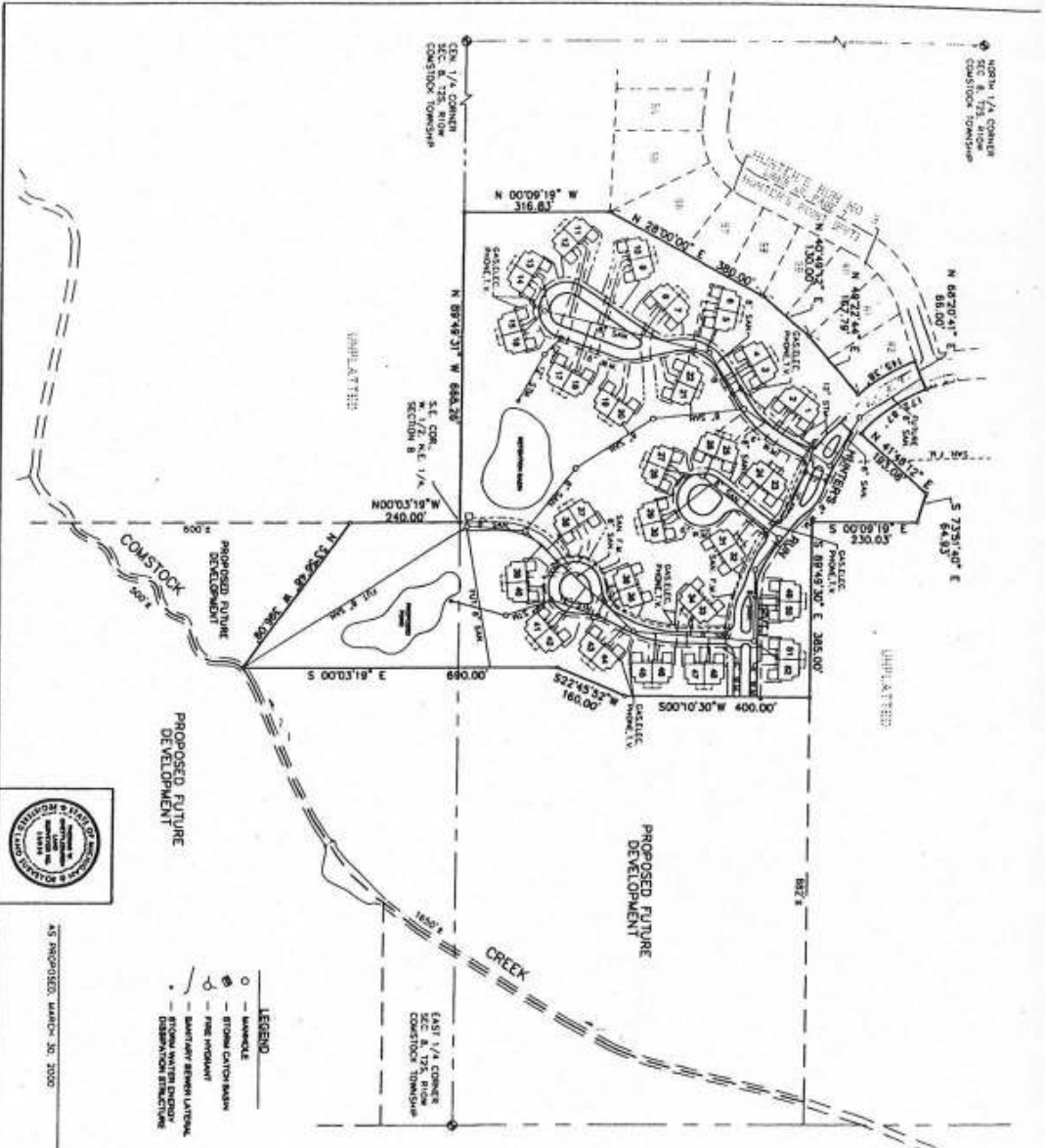
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UTILITY PLAN

4 Hunter's Creek

DCI ENGINEERING
LAND SURVEYORS
1000 S. KALAMAZOO AVE., SUITE 100
KALAMAZOO, MI 49001
TEL: 691-1234

LEGEND

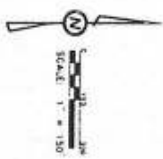
LINE TYPE	SOURCE
—	ELECTRIC CABLE — COMMERCE ENERGY
—	TELEPHONE CABLE — MICHIGAN TELECOM
—	TELEVISION CABLE — CABLEVISION OF MICHIGAN
—	GAS MAIN — COMMERCE ENERGY
—	WATER MAIN — CITY OF KALAMAZOO
—	SEWER SERVICE — CITY OF KALAMAZOO
—	STORM DRAIN — HANDBOOK & ASSOCIATES

SIT. BELOW: 65.5' x 65.5'
TOP OF HIGH AND OF CONCRETE MONUMENT LOCATED AT
THE SE CORNER OF LOT 62 OF HUNTER'S MAP AS
CORROBORATED BY 1884/1875, 1892/1904



AS PREPARED, MARCH 30, 2000

- LEGEND
- FUTURE DEVELOPMENT AREA
 - CONCOMITANT BOUNDARY LINE
 - 100 YEAR FLOODPLAIN BOUNDARY
 - EASEMENT LINE
 - EASEMENT LOT LINE
 - ADJACENT PROPERTY BOUNDARY



FUTURE DEVELOPMENT PLAN

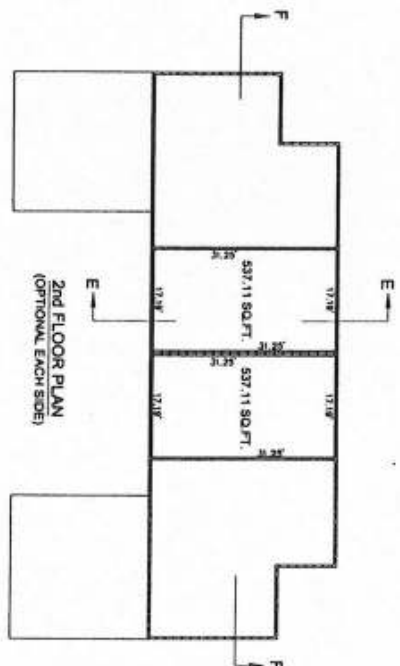
Sheet No. **5** of **9** **Hunter's Creek**

PREPARED BY
DCI ENGINEERING
CONSULTANTS
1201 N. 10th St., Suite 100
Lincoln, NE 68502
(402) 441-1100



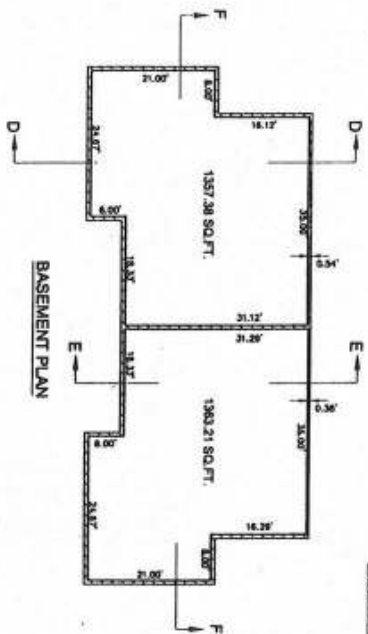
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HILLER JOHNSON SNELL MSDE-Kalamazoo



1st FLOOR PLAN

2nd FLOOR PLAN
(OPTIONAL EACH SIDE)



BASEMENT PLAN

- LEGEND**
- LIMITS OF OWNERSHIP
 - ▣ - GENERAL COMMON ELEMENT
 - ▣ - LIMITED COMMON ELEMENT

- GENERAL NOTES:
1. ALL BASEMENT WALLS ARE 0.87" THICK UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.38" THICK UNLESS OTHERWISE NOTED.
3. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75" THICK UNLESS OTHERWISE NOTED.
4. ALL COUNTERS/SHIP LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER UNLESS OTHERWISE NOTED.
5. OPTIONAL, OPEN, SCREENED AND ENCLOSED PORCHES, FRAPACES, AND SKRILIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS AND THEY NEED NOT BE BUILT."
6. ALL 3 SEASON PORCHES ARE 12' X 18.0' UNLESS OTHERWISE NOTED.
7. ALL GARAGES ARE 24.0' X 24.0' UNLESS OTHERWISE NOTED.
8. ALL AREAS NOT LABELLED "OPTIONAL" OR "NEED NOT BE BUILT" ARE "MUST BE BUILT" AREAS.

SCALE: 1/8" = 1'-0"



AS PROPOSED, MARCH 30, 2000

FLOOR PLANS, BUILDING TYPE II

7 Hunter's Creek

**CHITTENDEN
HARRIS
LAND SURVEYORS**

**DCI ENGINEERING
CONSULTANTS**

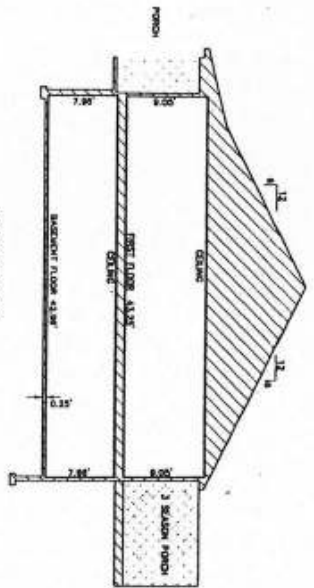
2025 University Ave. S.W.
Atlanta, Georgia 30334
Phone: (404) 525-1044

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Page: 45 of 47
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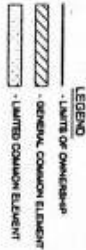
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Page: 45 of 47

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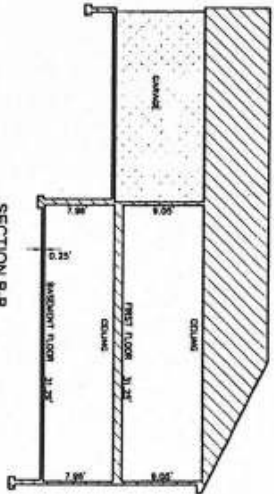
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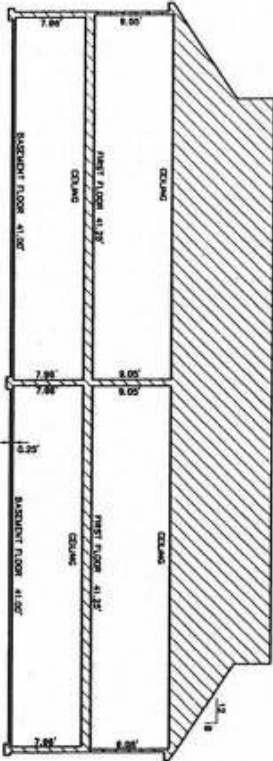
SECTION A-A



SECTION B-B



- GENERAL NOTES:
1. ALL FLOORS ARE 105 THICK UNLESS OTHERWISE NOTED.
 2. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES (90°) TO EACH OTHER UNLESS OTHERWISE NOTED.
 3. OPTIONAL OPEN, SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SPLITLIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS. THEY NEED NOT BE BUILT.
 4. ALL BASEMENT WALLS ARE 0.87 THICK UNLESS OTHERWISE NOTED.
 5. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.39 THICK UNLESS OTHERWISE NOTED.
 6. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75 THICK UNLESS OTHERWISE NOTED.
 7. FIRST FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.



SECTION C-C



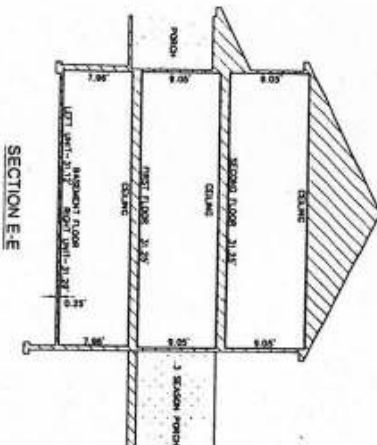
AS PREPARED, WATCH 30, 2000

SECTION PLANS, BUILDING TYPE I	
8	Hunter's Creek
DCI ENGINEERING	DCI ENGINEERING

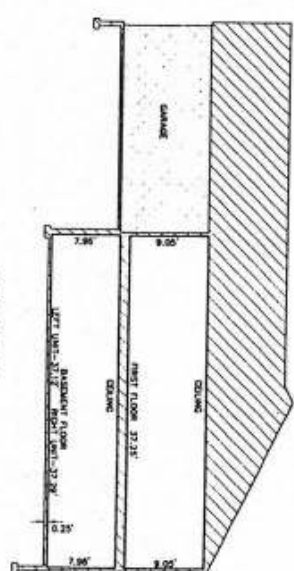


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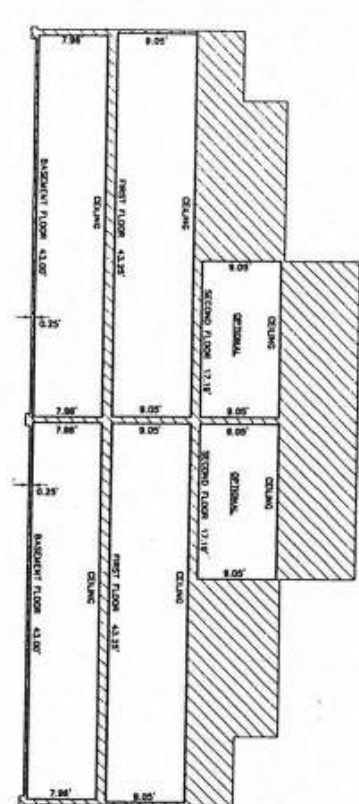


SECTION E-E



SECTION D-D

- GENERAL NOTES:
1. ALL FLOORS ARE 1.05" THICK UNLESS OTHERWISE NOTED.
 2. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES 180° TO EACH OTHER UNLESS OTHERWISE NOTED.
 3. OPTIONAL OPEN, SCREENED AND ENCLOSED PORCHES, FIREPLACES, AND SKYLIGHTS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS. THEY NEED NOT BE BUILT.
 4. ALL BASEMENT WALLS ARE 0.87" THICK UNLESS OTHERWISE NOTED.
 5. ALL EXTERIOR FIRST AND SECOND FLOOR WALLS ARE 0.36" THICK UNLESS OTHERWISE NOTED.
 6. ALL FIRST & SECOND FLOOR PARTY WALLS ARE 0.75" THICK UNLESS OTHERWISE NOTED.
 7. FINISH FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.



SECTION F-F



AS PROPOSED, MARCH 25, 2000

SECTION PLANS, BUILDING TYPE II	
9	Hunter's Creek
 DCI ENGINEERING CONSULTANTS 127 E. 23rd St. Ann Arbor, MI 48106	2000-011005 Page: 47 of 47 03/31/2000 03:06P



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MILLER JOHNSON SNELL AMND-Kalamazoo ROD

④
FIRST AMENDMENT TO MASTER DEED
of
HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 118

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

This Instrument Drafted by:
John M. Novak
Miller, Johnson, Snell & Cummiskey, P.L.C.
303 N. Rose, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2950

**FIRST AMENDMENT TO MASTER DEED
OF HUNTER'S CREEK**

Pursuant to the authority reserved in Article VII and Article X of the Master Deed of Hunter's Creek, a Condominium, the Developer, Joyce & Don, LLC, a Michigan limited liability company, of 192 VanBruggen Street, Comstock, Michigan 49053, by this amendment, amends the Master Deed of Hunter's Creek, a Condominium project in Comstock Township, Kalamazoo County, Michigan, established pursuant to the Master Deed recorded on March 31, 2000, at 2000-011005, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 118, for the following purposes:

1. Add fifty-three (53) units to the project to increase the project from fifty-two units to one hundred five (105) units, and add the real property described in paragraph 2 of the Amendment to the project.
2. Add terms and conditions regarding membership in Hunter's Run Association or use of Common Areas of Hunter's Run Association by co-owners of Units in Phase 2 of the Condominium.

Pursuant to Article VII (B), Article VIII, and Article X (C), the Developer has the right to unilaterally amend the condominium documents to expand the condominium or effect an amendment that does not materially alter the rights of a Co-Owner or mortgagee, without the consent of co-owners or mortgagees.

Upon the recording of this First Amendment in the Office of the Register of Deeds for Kalamazoo County, said Master Deed shall be amended in the following manner:

AMENDMENT

1. **Article II** of the Master Deed is amended to add the following:

"And, the additional land particularly described as follows:

Parcel 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 ¼ corner of said Section 8; thence S 00° 05' 00" E along the North and South ¼ line of said Section 2638.28 feet to the Central ¼ corner of said Section 8; thence S 89° 49' 31" E along the East and West ¼ line of said Section 1317.68 feet to the Southwest corner of the West ½ of the Northeast ¼ of said Section 8; thence N 00° 09' 19" W along the East line of the West ½ of the Northeast ¼ 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 880 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; and





Parcel 3. That part of the East 1/2 of Section 8, Town 2 South, Range 10 West, Comstock Township, Parcel Description: 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 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.

2. **The Replat No. 1, Sheets 1a through 5a of Exhibit B to the Master Deed, the Condominium Subdivision Plan**, which are attached hereto, supercedes and replaces all original Sheets 1 through 5 of Exhibit B to the Master Deed, the Condominium Subdivision Plan, in their entirety to reflect the changes described above.

3. Article IV of the Master Deed is amended to add the following:

"G. Unit 105. Unit 105 of the project is a site condominium. As such, the Co-Owner of Unit 105 shall be solely responsible for the cost of the maintenance, repair and replacement of anything contained within the boundary of the Unit, including, without limitation, decks, patios, porches, garages, driveways, residential structures, other structures, parking areas, heating, ventilation and air conditioning systems, plumbing, mechanical and electrical systems or any other item contained within the boundary of the Unit as shown on the Condominium Subdivision Plan, as amended, and the cost of insurance coverage for any such items located within the boundary of the Unit. The Association shall be responsible for the cost of the maintenance, repair, replacement and snow removal of the roadway up and to the exterior boundary of Unit 105. Further, the Association shall provide, at its cost, for the benefit of Unit 105, garbage removal service, driveway snow removal and lawn mowing; provided that the Association will not be responsible for any additional landscaping or lawn care services."

4. Article V of the Master Deed is amended to add the following:

"D. Unit 105. Unit 105 is a site condominium and, as such, Unit 105 shall include all that space contained within certain horizontal planes and vertical planes designated by the heavy outline composing the boundary of Unit 105 as depicted in the Condominium Subdivision Plans, as amended, and as delineated by detailed dimensional descriptions on the same. All structural components of any residential building or other building, and any pipes, wires, conduit, ducts, flues, shafts or public utility lines, other than those owned by a utility providing such service, situated within Unit 105 and forming part of any system serving Unit 105 shall be deemed part of Unit 105. In light of the increased costs to support the roadway to Unit 105, the decreased expenses relative to the absence of certain Limited Common Elements that are common with the other Units and other factors considered by the Developer, the Percentage Value assigned to Unit 105 shall be equal to the percentage value assigned to the other units in the Project. Further, the Co-Owner of Unit 105 shall be entitled to one vote by number and by value."



5. Upon acquiring ownership of a Unit, a Co-Owner will become a member of Hunter's Run Association will be subject to the provisions of the Articles of Incorporation, Bylaws and Declaration of General Covenants and Restrictions, as amended or supplemented (Liber 1272, Page 658, Kalamazoo County Register of Deeds).

Except as above provided, all of the terms and conditions of the Master Deed and Exhibits A and B thereto shall remain in full force and effect. This First Amendment may be executed in counterparts, when placed together they shall comprise one original document.

Dated: June 28, 2004

DEVELOPER

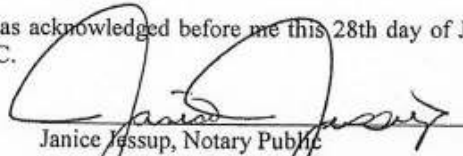
Joyce & Don, LLC

By: 
Donald Watts, Member

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 28th day of June, 2004, by Donald Watts, Member of Don & Joyce, LLC.


Janice Jessup, Notary Public
Kalamazoo County, Michigan
My commission expires 3/10/07
Acting in Kalamazoo County

 2004-032161
Page: 4 of 9
06/28/2004 03:48P
MILLER JOHNSON SNELL AMND-Kalamazoo ROD



EXHIBIT B TO THE MASTER DEED OF

SURVEYOR:
CHETTLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LIES PART OF OR EAST 12TH SECTION 4, TOWN SOUTH, RANGE 9 WEST COMSTOCK TOWNSHIP.
PARCELS DISCONTIGUOUS KALIAALO O'NEILL, MICHIGAN DESCRIBED AS, COMMENCING AT THE NORTH
EAST CORNER OF SAID SECTION 8, THENCE S 60°W ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID
SECTION 8 TO THE CENTER 1/4 CORNER OF SAID SECTION 8; THENCE S 61°49'E 1/4 ALONG THE
EAST AND WEST 1/4 TO THE CENTER 1/4 CORNER OF SAID SECTION 8; THENCE S 70°W ALONG THE
NORTHWEST CORNER OF SAID SECTION 8, THENCE N 70°W ALONG THE WEST 1/4 CORNER OF
THE SOUTHEAST 1/4 OF SAID SECTION 8, THENCE N 70°W TO THE POINT OF BEGINNING OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24A IN FEET TO THE POINT OF BEGINNING OF
THIS CERTIFICATE, THENCE S 60°19'E ALONG SAID WEST LINE 660 FEET TO THE CENTER OF COMSTOCK
CREEK, THENCE MONOTONICALLY ALONG THE CENTER OF SAID COMSTOCK CREEK 290 FEET MORE OR
LESS TO A POINT THAT IS S 57°54'W 196.09 FEET FROM THE POINT OF BEGINNING; THENCE N 57°54'W
186.09 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 72 ACRES, MORE OR LESS.

1a.	TITLE SHEET
2a.	SURVEY INFORMATION
3a.	SITE PLAN
4a.	UTILITY PLAN
5a.	FUTURE PLANS



CONDOMINIUM
BE NUMBERED
BY THE REG
DESIGNATED
PLAN NUMBER



Sheet No. **1a** of 9

RM

Sheet No. _____



2006-011997
Page: 1 of 7
03/30/2006 10:43A

SECOND AMENDMENT TO MASTER DEED
of
HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Condominium Subdivision Plan No. 118

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

This Instrument Drafted by:
John M. Novak
Miller, Johnson, Snell & Cumiskey, P.L.C.
303 N. Rose, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2950

Hunter's Creek
parcel # 3907-08-205-085 lot # 215533
March 30, 2006
DR#

**SECOND AMENDMENT TO MASTER DEED
OF HUNTER'S CREEK**

In accordance with the authority reserved in the Master Deed of Hunter's Creek, a Condominium, the Developer, Joyce & Don, LLC, a Michigan limited liability company, of 192 VanBruggen Street, Comstock, Michigan 49053, by this amendment, amends the Master Deed of Hunter's Creek, a Condominium project in Comstock Township, Kalamazoo County, Michigan, established pursuant to the Master Deed recorded on March 31, 2000, at 2000-011005, inclusive Kalamazoo County Register of Deeds, amended on June 28, 2004, at 2004-032161, inclusive Kalamazoo County Records (the "Master Deed"), and designated as Kalamazoo County Condominium Subdivision Plan No. 118, for the following purposes:

1. To convert Unit 105 of the Project into three (3) additional Units and Limited Common Elements and General Common Elements of the Project.

In accordance with the authority reserved in the Master Deed, the Developer has the right to unilaterally amend the Condominium Documents to effect the conversion of the Project that is subject to this Second Amendment, without the consent of Co-Owners or Mortgagees.

Upon the recording of this Second Amendment in the Office of the Register of Deeds for Kalamazoo County, said Master Deed shall be amended in the following manner:

AMENDMENT

1. This Second Amendment is made in accordance with the Article VI and other provisions of the Master Deed. A portion of the space that comprises Condominium Unit 105 of the Condominium Subdivision Plan is converted into three (3) additional Condominium Units, Limited Common Elements and General Common Elements of the Project. The Limited Common Elements assigned to such Units are delineated in Exhibit B (being the Condominium Subdivision Plan). The Units subject to this Second Amendment will be numbered 105, 106, 107 and 108 as set forth in the Condominium Subdivision Plan.

2. As set forth in Article V, each Unit of the Project, including Units 105, 106, 107, and 108, have an equal percentage of value and each Co-Owner will have one (1) vote for each Unit owned. All improvements constructed in connection with Units 105, 106, 107 and 108 will be compatible with the improvements on other portions of the Condominium.

3. The first sentence of Section A of Article VII is amended to read as follows:

The Project is a residential condominium which may be expanded by an amendment or succession of amendments to the Master Deed, each adding land to the Project as then constituted so as to comprise a maximum of One Hundred Eight (108) residential Condominium Units.

4. The Replat No. 2, Sheets 1b through 4b of Exhibit B to the Master Deed, the Condominium Subdivision Plan, which are attached, supercedes and replaces all original Sheets 1a through 4a of Exhibit B to the Master Deed, the Condominium Subdivision Plan, in their entirety to reflect the changes described above.

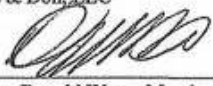


5. Section G of Article IV of the Master Deed is deleted in its entirety.
6. Section D of Article V of the Master Deed is deleted in its entirety.
7. Except as expressly amended herein, all of the terms and conditions of the Master Deed and Exhibits A and B thereto shall remain in full force and effect.

Dated: March 29, 2006

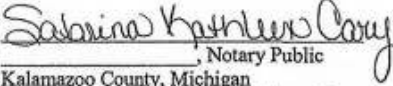
DEVELOPER

Joyce & Don, LLC

By: 
Donald Watts, Member

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 29th day of March, 2006, by Donald Watts, Member of Don & Joyce, LLC.


_____, Notary Public
Kalamazoo County, Michigan
My commission expires: 2/21/2012
Acting in Kalamazoo County

SABRINA KATHLEEN CARY
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Feb. 21, 2012
Acting in the County of Kalamazoo

EXHIBIT B TO THE MASTER DEED OF

HUNTER'S CREEK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

SURVEYOR:
CHETLEBURGH & ASSOCIATES
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

LEGAL DESCRIPTION - PHASE II

[illegible][illegible]

NOTE: THE ASTERISK (*) AS SHOWN ON THE SHEET INDEX INDICATES AMENDED SHEETS, WHICH ARE REVERSED DATED MARCH 30, 2006. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.



LOCATION MAP AND SCALE

CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER 118.

SHEET INDEX

SHEET NO.

SHEET TITLE

*1a.	TITLE SHEET
*2a.	SURVEY & FLOODPLAIN PLAN
*3a.	SITE PLAN
*4a.	UTILITY PLAN
5a.	FUTURE DEVELOPMENT PLAN



AS PROPOSED, MARCH 29, 2006

TITLE SHEET	
Sheet No. 1a	Hunter's Creek 1



2006-011997
Page: 4 of 7
03/30/2026 10:4







del **DELIVERED**
DEC 18 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

DELIVERED

DEC 20 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

④



MILLER JOHNSON SNELL

AMND-Kalamazoo ROD

2007-047432

Page: 1 of 8

12/20/2007 01:51P

THIRD AMENDMENT TO MASTER DEED

HUNTER'S CREEK

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

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

This Instrument Drafted By:

John M. Novak
Miller Johnson
303 North Rose Street, Suite 600
Kalamazoo, Michigan 49007
269-226-2982

DELIVERED

DEC 18 2007

KALAMAZOO COUNTY REGISTER OF DEEDS

THIRD AMENDMENT TO MASTER DEED
Hunter's Creek
(Act 59, Public Acts of 1978)
as amended

This Third Amendment to Master Deed is made and executed this 5th day of December 2007, by Joyce and Don, LLC, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "Developer") and Hunter's Creek Condominium Association, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 ("Association") pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended and the Master Deed for Hunter's Creek.

PREAMBLE

A. A condominium project known as Hunter's Creek was established pursuant to the Master Deed recorded at Instrument Number 2000-011005 on March 31, 2000 and as amended by a First Amendment recorded at Instrument Number 2004-032161 on June 28, 2004 and a Second Amendment recorded at Instrument Number 2006-011997 on March 30, 2006 of the Kalamazoo County records ("Master Deed").

B. Pursuant to the provisions contained in Article X, (B) of the Master Deed, the Master Deed may be amended, even if the amendment will materially alter or change the rights of the Co-owners, provided the consent of at least 2/3 of the Co-owners is obtained.

C. The Master Deed is being amended to add a clubhouse, as a General Common Element, in place of building KK, which contained units 73 and 74 and was previously designated on the Subdivision Plans.

D. This Third Amendment was approved by the requisite 2/3 vote at a meeting of Co-owners that was certified on July 18, 2007. Upon recording this Third Amendment with the Kalamazoo County Register of Deeds, the Master Deed shall be amended in the following manner:

AMENDMENT

1. Replat No. 3, Sheets 1a, 3a, and 4a of Exhibit B to the Master Deed of Hunter's Creek, which are attached hereto will supersede and replace Replat No. 2, Sheets 1a, 3a and 4a of Exhibit B to the Master Deed, as amended by the Second Amendment to the Master Deed, to reflect the changes described above.

2. Replat No. 3, Sheets 7a and 9a of Exhibit B to the Master Deed of Hunter's Creek, which are attached hereto will be added to Exhibit B to the Master Deed of Hunter's Creek.

3. There shall be 106 units in Hunter's Creek and the percentages of value shall remain equal.

4. Except as provided above, all of the terms and conditions of the Master Deed, as previously amended, including Exhibits A and B attached thereto, shall remain in full force and effect.



MILLER JOHNSON SNELL AMND-Kalamazoo ROD

2007-047432

Page: 2 of 8

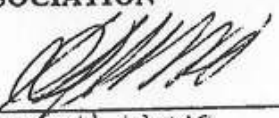
12/20/2007 01:51P

This Third Amendment to Master Deed has been executed as of the day and year set forth above.

DEVELOPER
JOYCE & DON, LLC


Donald Watts, Member

HUNTER'S CREEK CONDOMINIUM
ASSOCIATION

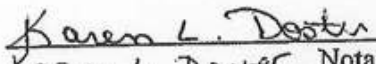
By: 
Donald Watts

Its: FRET

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this 5th day of December, 2007, by Donald Watts, Member of Joyce & Don, LLC on behalf of the limited liability company.

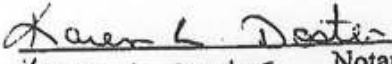
KAREN L. DOSTER
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires: May 27, 2008


Karen L. Doster Notary Public
Allegan County, Michigan
My Commission Expires: 05/27/08
Acting in Kalamazoo County

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this 5th day of December, 2007, by Donald Watts, the President of Hunter's Creek Condominium Association on behalf of the Association.

KAREN L. DOSTER
Notary Public, Allegan County, MI
Acting in Kalamazoo County, MI
My Commission Expires: May 27, 2008


Karen L. Doster Notary Public
Allegan County, Michigan
My Commission Expires: 05/27/08
Acting in Kalamazoo County



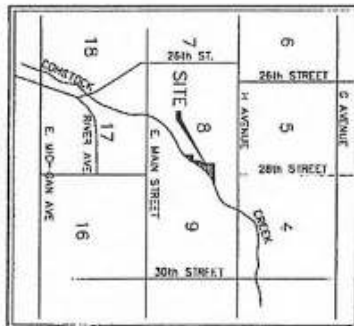
HUNTER'S CREEK

COMSTOCK TOWNSHIP,
KALAMAZOO COUNTY, MICHIGAN

SURVEYOR:
CHETTLEBURGH & ASSOCIATES, INC.
1680 EAST PARIS AVENUE S.E.
GRAND RAPIDS, MI 49546

[illegible][illegible]

THE AFTERSHOCK (**) AS SHOWN ON THE SHEET INDEX, INDICATES AMENDED SHEETS, WHICH ARE REVISED DATED NOVEMBER 9, 2007. THESE SHEETS, WITH THIS SUBMISSION, ARE TO REPLACE THOSE PREVIOUSLY SUBMITTED.



LOCATION MAP
NO SCALE

CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED KALAMAZOO COUNTY CONDOMINIUM PLAN NUMBER 118.

SHEET NO.	SHEET TITLE
1	1.1
2	2.1
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100	100.1

- **1a. TITLE SHEET
 **2a. SURVEY & FLOODPLAIN PLAN
 **3a. SITE PLAN
 **4a. UTILITY PLAN
 5a. FUTURE DEVELOPMENT PLAN
 7a. CLUBHOUSE FLOOR PLAN
 9a. CLUBHOUSE SECTION PLAN



AS PROPOSED, NOVEMBER 9, 2007

SP3952, NOVEMBER 9, 1951



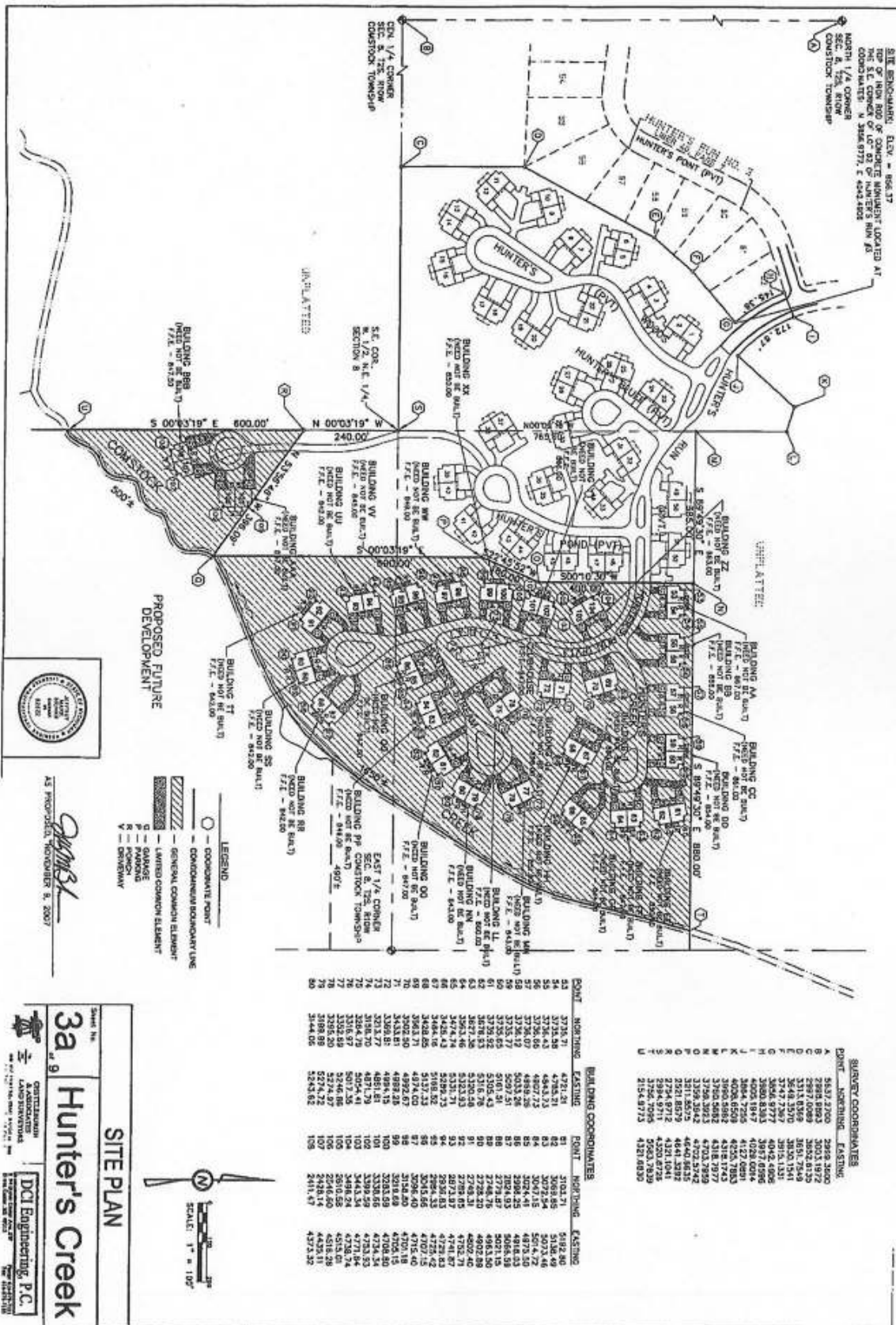
1a
of 9

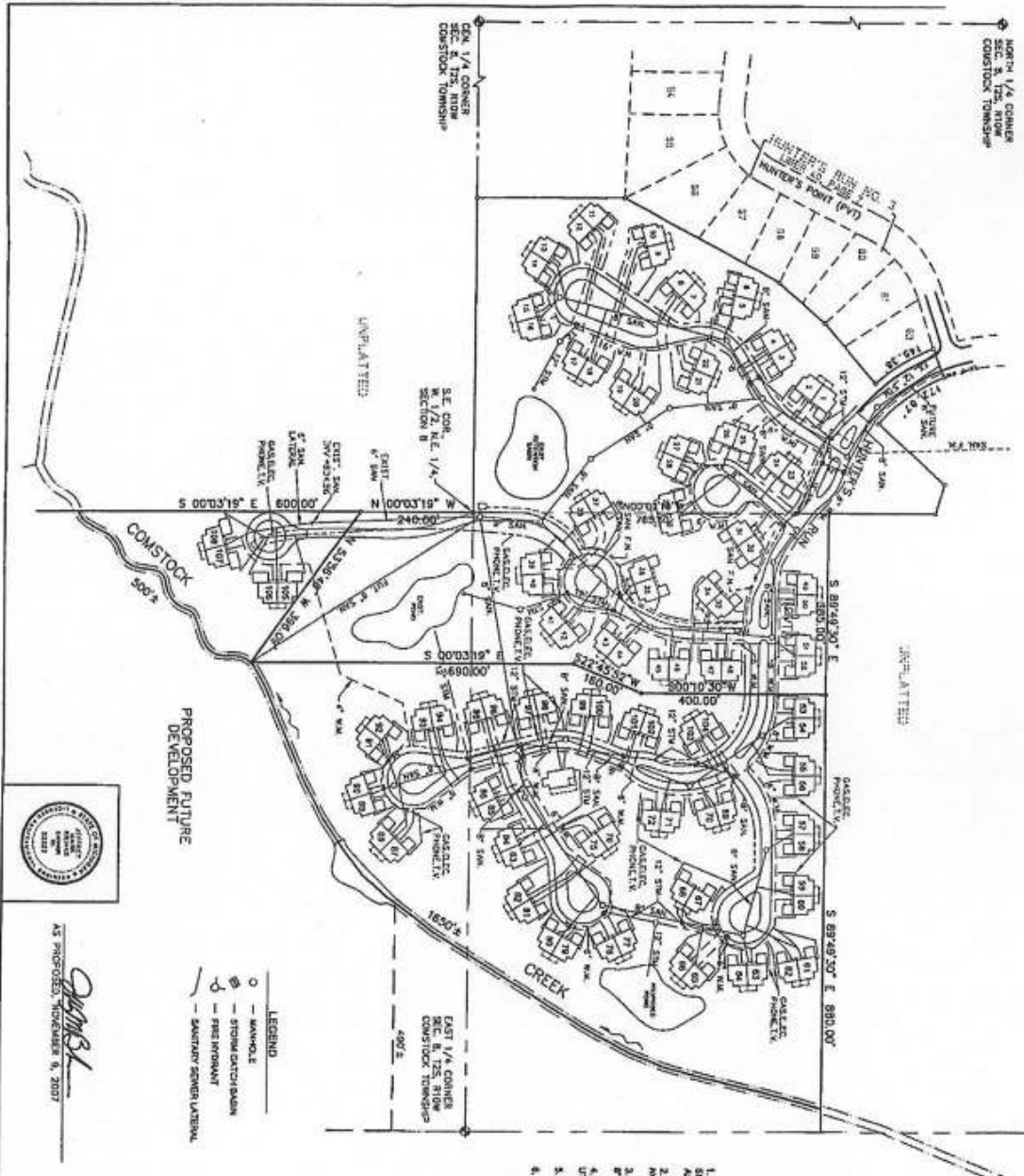
Hunter's Creek

TITLE SHEET

DCI Engineering, P.C.
10000 West Loop West, Suite 200
 Houston, Texas 77040-1344
 Phone: (713) 861-7711
 Fax: (713) 861-7712

CONSULTANT
 LAND SURVEYOR
 LICENSE NO. 10000
 EXPIRATION DATE: 12/31/2000
 STATE OF TEXAS





LEGEND

LINE TYPE	UTILITY	SOURCE
---	ELECTRIC CABLE	CONSUMERS ENERGY
---	TELEPHONE CABLE	AMERITECH
---	TELEVISION CABLE	CABLE VISION OF MICHIGAN
---	GAS MAIN	CONSUMERS ENERGY
---	WATER MAIN	CITY OF KALAMAZOO
---	SANITARY SEWER	CITY OF KALAMAZOO
---	STORM SEWER	DCI ENGINEERING

- GENERAL NOTES
1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND WATER MAINS ARE SHOWN AS COMMON TRUNKS AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
 2. THE UTILITY INFORMATION SHOWN IS FOR AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
 3. ALL 12" STORM SEWER PIPES, 8" SANITARY SEWER PIPES, 6" FORCE MAINS AND 6" AND 8" WATER MAINS MUST BE BUILT.
 4. UTILITIES SHOWN SERVING BUILDINGS AS SHOWN MUST BE BUILT. ALL OTHER UTILITY SERVICES MUST NOT BE BUILT.
 5. ALL GAS MAINS ARE 2" UNLESS OTHERWISE SHOWN.
 6. SERVICE PIPE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
SANITARY SEWER LATERAL - 8"
WATER MAIN - 6"
STORM SEWER - 12"
GAS SERVICES - 8"

Scale 1" = 100'

UTILITY PLAN

4a

Hunter's Creek

DCI Engineering, P.C.

12/20/2007

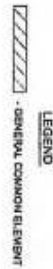


LEGEND

 • GENERAL COMMON ELEMENT

7a ₉	Hunter's Creek
-----------------	----------------

DCI Engineering, P.C.
100 West Street, Suite 200
Boston, MA 02108
Tel: (617) 452-1111
Fax: (617) 452-1111



LEGEND

1. ALL EXTERIOR FIRST FLOOR WALLS ARE 0.38" THICK UNLESS OTHERWISE NOTED. OTHERWISE NOTED.
2. FINISH FLOOR ELEVATIONS, AS CONSTRUCTED, WILL BE INDICATED ON THE AS-BUILT DRAWINGS.



AS PROPOSED, NOVEMBER 9, 2007



**CITIZELAND, INC.
 & ASSOCIATES
 LAND SURVEYORS**

DCI Engineering, P.C.

CLUBHOUSE SECTION PLAN

9a¹⁹ Hunter's Creek

82
RECEIVED
2010 JUN 11 PM 1:17
COUNTY OF KALAMAZOO



**FOURTH AMENDMENT TO MASTER DEED
OF
HUNTER'S CREEK**

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

- (1) Fourth Amendment
- (2) Exhibit A to Fourth Amendment: Affidavit of Adoption
- (3) Exhibit B to Fourth Amendment: Affidavit of Notice

No interest in real estate is conveyed by this document, so no revenue stamps are required.

This Instrument Drafted By
and After Recording, Return To:

Mark C. Hanisch
Charron & Hanisch, P.L.C.
4949 Plainfield, N.E.
Grand Rapids, Michigan 49525
(616) 363-0300

**FOURTH AMENDMENT TO MASTER DEED
OF
HUNTER'S CREEK**

(Act 59, Public Acts of 1978)
as amended

This Fourth Amendment to Master Deed is made and executed this 28 day of MAY, 2010, by Joyce & Don, LLC, a Michigan limited liability company, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Developer**") and Hunter's Creek Condominium Association, a Michigan non-profit corporation, whose address is 5071 Gull Road, Kalamazoo, Michigan 49048 (the "**Association**") pursuant to the provisions of Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "**Act**") and the Master Deed for Hunter's Creek.

PREAMBLE

- A. A condominium project known as Hunter's Creek (the "**Project**") was established by the recording of a master deed recorded at Instrument Number 2000-011005 on March 31, 2000.
- B. The master deed was amended by a First Amendment recorded at Instrument Number 2004-032161 on June 28, 2004, by a Second Amendment recorded at Instrument Number 2006-011997 on March 30, 2006 and by a Third Amendment recorded at Instrument Number 2007-047432. The master deed and its amendments are collectively referred to as the "**Master Deed**".
- C. Pursuant to the provisions contained in Article X(B) of the Master Deed, the Master Deed may be amended, even if the amendment will materially alter or change the rights of the Co-owners, provided the consent of at least 2/3 of the Co-owners is obtained.
- D. Section 67 of the Act provides, in pertinent part, that a developer has the right to withdraw from a condominium project all undeveloped portions of the project not identified as "must be built" without the prior consent of any co-owners, mortgagees of units in the project or any other party having an interest in the project if the developer has not completed development and construction of units or improvements in the condominium project that are identified as "need not be built" during the period ending either ten years after the date of commencement of construction by the developer of the project or, if the master deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the condominium project, then six years after the date the



developer exercised its rights with respect to either expansion, contraction or rights of convertibility, whichever right was exercised last.

- E. Section 67 of the Act also provides, in pertinent part, that if the developer does not withdraw the undeveloped portions of the project from the project before the expiration of the applicable time period, those undeveloped lands shall remain part of the condominium project as general common elements and all rights of the developer to construct units upon that land shall cease.
- F. The Master Deed for the Project contains provisions permitting the expansion, contraction and rights of convertibility.
- G. In previously recorded amendments to the Master Deed, the Developer exercised rights of expansion and convertibility, the last exercise of either of those rights being less than six years from the date of this amendment to the Master Deed.
- H. Primarily as a result of economic conditions outside the control of the Developer, it is very unlikely that the Developer will complete development and construction of Units or improvements in the Project that are identified as "need not be built" by the deadline established in Section 67 of the Act. However, the Developer and the Association agree that it is not in the best interests of either the Developer or the Association for the Developer to withdraw the undeveloped portions of the Project from the Project or for those undeveloped portions of the Project to become general common elements of the Project and for the Developer's rights to construct Units upon that land to cease.
- I. The Master Deed is being amended to extend the deadline for the Developer to complete development and construction of Units or improvements in the Project and to exercise the Developer's right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project.
- J. The Association has determined that the values of the Co-owners' Units may diminish if the Developer ceases to construct Units or withdraws land from the Project at this time because, among other reasons, the Developer may construct a new project within the withdrawn lands containing Units that may not be as pleasing to the Co-owners as additional Units and Common Elements in the Project would be and because if the undeveloped lands remain General Common Elements and the Developer's right to construct additional Units ceases, the cost of maintenance, repair and replacement of the Common Elements within the Project will be more expensive to each Co-owner than they would be if additional Units were added to the Project, resulting in more Co-Owners sharing those expenses.



- K. This Fourth Amendment was duly approved by the requisite 2/3 vote at a meeting of Co-owners that was held on May 26, 2010 and this Fourth Amendment was also duly approved by the Developer. The Association and the Developer acknowledge and agree that each received adequate consideration for entering into this Fourth Amendment, that each party benefits from this Fourth Amendment and that each party is relying on this Fourth Amendment. Upon the recordation of this Fourth Amendment in the office of the Kalamazoo County Register of Deeds, this Fourth Amendment shall be effective to amend the Master Deed.

PROVISIONS

1. The Master Deed is amended to add the following Article XIV:

ARTICLE XIV

DEADLINE TO COMPLETE CONSTRUCTION AND/OR WITHDRAW UNDEVELOPED LAND

A. **Extended Deadline.**

Notwithstanding any deadline for completion of development and construction of Units or improvements in the Project or for the withdrawal of undeveloped land from the Project which would result from the application of Section 67 of the Act or any other provision of the Act, or from the application of any other provision of this Master Deed or any other Condominium Document, the Developer shall have until March 31, 2020 to complete development and construction of Units and improvements in the Project and/or to withdraw undeveloped land from the Project.

B. **Developer's Rights.**

While the continued development of the Project and construction of improvements shall be in substantial accordance with the Condominium Documents, including the Subdivision Plan, the Developer, throughout the extended development period described in subparagraph A above, retains the same rights to make development and construction modifications and amendments to the Master Deed as the Developer had before this Fourth Amendment.

2. **Continuing Effect.**

The provisions of the Master Deed, as previously amended, which are not amended by this Fourth Amendment remain in effect.

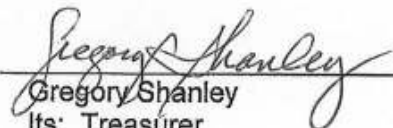


The Developer and the Association have duly executed this Fourth Amendment to Master Deed as of the date set forth in the opening paragraph.

DEVELOPER:
JOYCE & DON, LLC


Donald Watts, Member

HUNTER'S CREEK CONDOMINIUM
ASSOCIATION

By: 
Gregory Shanley
Its: Treasurer

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Donald Watts, Member of Joyce & Don, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Sabrina Kathleen Cary 3-28-10
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss

The foregoing instrument was acknowledged before me this 28th day of May, 2010, by Gregory Shanley, Treasurer of Hunter's Creek Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

Sabrina Kathleen Cary
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please Print Name Beneath Signature Line

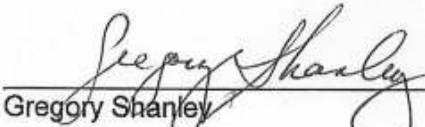
**EXHIBIT A TO FOURTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK**

AFFIDAVIT OF ADOPTION

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)ss.

Gregory Shanley ("**Gregory**") and Cheryl Hatfield ("**Cheryl**") after being duly sworn, depose and say that:

1. Gregory and Cheryl are the treasurer and board member, respectively, of Hunter's Creek Condominium Association ("**Association**").
2. Gregory and Cheryl certify and affirm, on behalf of the Association, that at a meeting of the Association duly called and held on May 26, 2010, the proposed adoption of the Fourth Amendment to Master Deed of Hunter's Creek received the affirmative vote of more than two-thirds (2/3) of the co-owners entitled to vote as reflected on the records of the Association. The vote was sixty-three (63) votes for and zero (0) votes against adoption of the amendment.

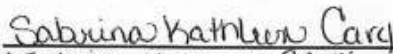


Gregory Shanley



Cheryl Hatfield

Subscribed and sworn to before me this 28th day of May, 2010 by Gregory Shanley and Cheryl Hatfield.



*Sabrina Kathleen Carg
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please print or type name beneath signature line



2010-018785
Page: 6 of 8
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**EXHIBIT B TO FOURTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK**

AFFIDAVIT OF NOTICE

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

Donald Watts, being duly sworn, deposes and says that:

1. He is a member of Joyce & Don, LLC, a Michigan limited liability company, the developer of the Condominium Project known as "Hunter's Creek" and designated as Kalamazoo County Condominium Subdivision Plan No. 118 (the "Project").
2. On MAY 28, 2010, which will be more than ten (10) days before the recording of the Fourth Amendment to Master Deed of Hunter's Creek (the "Fourth Amendment") to which this Affidavit is attached, all Co-Owners of record in the Project were notified of the proposed Fourth Amendment as required by Section 90(5) of Michigan's Condominium Act. Some notices were sent by first class mail, postage fully prepaid, and others were hand delivered.



Donald Watts

Subscribed and sworn to before me this 28th day of May, 2010 by
Donald Watts.

Sabrina Kathleen Cary
*Sabrina Kathleen Cary
Notary Public Kalamazoo County, MI
Acting in Kalamazoo County, MI
My Commission Expires: 2-21-2012

*Please print or type name beneath signature line



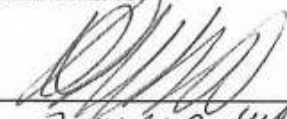
2010-018785
Page: 7 of 8
06/11/2010 01:18P

**CONSENT RESOLUTION
OF
JOYCE & DON, LLC**

All of the members of Joyce & Don, LLC, a Michigan limited liability company (the "**Company**") consent to, approve and authorize the execution, acknowledgment, delivery and recordation of the proposed Fourth Amendment to Master Deed of Hunter's Creek which would accomplish, among other things, an extension of the deadline for completion of development and construction of units and improvements in Hunter's Creek and for the withdrawal of undeveloped land from the project. Donald Watts is authorized to execute, acknowledge and deliver the Fourth Amendment on behalf of the Company and to take all other actions necessary to cause the Fourth Amendment to become effective.

Dated: May 28, 2010

MEMBERS:



DONALD WATTS



2010-018785
Page: 8 of 8
06/11/2010 01:18P

⑨ RECEIVED

2019 OCT 21 PM 2:47

COUNTY OF KALAMAZOO

2019-031496 10/21/2019 02:50:04 PM

Pages: 1 of 9

AMND

DONALD WATTS

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



FIFTH AMENDMENT TO MASTER DEED OF HUNTER'S CREEK

CERT # 243660

(Act 59, Public Acts of 1978)
as amended

Kalamazoo County Subdivision Plan No. 118

- (1) Fifth Amendment
- (2) Exhibit A to Fifth Amendment: Affidavit of Adoption
- (3) Exhibit B to Fifth Amendment: Amended Condominium Subdivision Plan Sheets
- (4) Exhibit C to Fifth Amendment: Affidavit of Notice

No interest in real estate is conveyed by this document, so no revenue stamps are required.

This instrument Drafted By
and After Recording, Return To:

Mark C. Hanisch
Kluczynski, Girtz & Vogelzang
5005 Cascade Road, SE, Suite A
Grand Rapids, MI 49546
(616) 559-8659

**FIFTH AMENDMENT TO MASTER DEED
OF
HUNTER'S CREEK**

(Act 59, Public Acts of 1978)
as amended

This Fifth Amendment to Master Deed is made and executed this 10 day of OCT., 2019, by Joyce & Don, LLC, a Michigan limited liability company, whose address is 5071 Gull Road, Kalamazoo, MI 49048 (the "**Developer**") pursuant to the provisions of Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "**Act**") and the Master Deed for Hunter's Creek.

PREAMBLE

- A. A condominium project known as Hunter's Creek (the "**Project**") was established by the recording of the Master Deed at Instrument Number 2000-011005 on March 31, 2000.
- B. The Master Deed was amended by a First Amendment recorded at Instrument Number 2004-032161 on June 28, 2004, by a Second Amendment recorded at Instrument Number 2006-011997 on March 30, 2006, by a Third Amendment recorded at Instrument Number 2007-047432, and by a Fourth Amendment recorded at Instrument Number 2010-018785.
- C. Pursuant to the provisions contained in Section X A of the Master Deed, the Master Deed may be amended by the Developer without the consent of the Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee.
- D. Section X A of the Master Deed specifically provides: "An amendment which does not materially change the right of a Co-owner or mortgagee includes, without limitation, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements."
- E. In this Fifth Amendment to Master Deed of Hunter's Creek (the "**Fifth Amendment**"), the Developer is changing the type of unsold Condominium Units currently designated as "Need Not Be Built" to "Must Be Built," as shown by the amended Condominium Subdivision sheets attached to this Fifth Amendment as Exhibit B.

- F. The Fifth Amendment's changing the unsold Condominium Units in the Project from "Need Not Be Built" to "Must Be Built" makes the Fourth Amendment unnecessary, so it will be superseded by the Fifth Amendment and will no longer be effective.

PROVISIONS

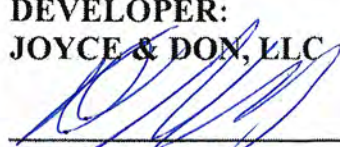
Joyce & Don, LLC, the Developer of Hunter's Creek, adopts and records this Fifth Amendment, containing the following provisions

1. **Amended Sheets, "Must Be Built" Units.** The Master Deed is amended to include, as part of the amended Master Deed, Condominium Subdivision plan sheets 1a, 3a, and 4a attached to this Fifth Amendment as Exhibit B to replace the prior sheets with same designations. The purpose of this Fifth Amendment is to change the type of all unsold Condominium Units previously designated as "Need Not Be Built" to "Must Be Built."
2. **Fourth Amendment No Longer Effective.** Given that the conversion of the unsold Condominium Units from "Need Not Be Built" to "Must Be Built" rendered the Fourth Amendment inapplicable, the Fourth Amendment is superseded and no longer effective.
3. **Continuing Effect.** The provisions of the Master Deed, as previously amended, which are not amended by this Fifth Amendment remain in effect.

The Developer has duly executed this Fifth Amendment to Master Deed as of the date set forth in the opening paragraph.

~ Signature to follow on next page ~

DEVELOPER:
JOYCE & DON, LLC



Donald Watts, Member

STATE OF MICHIGAN)
)ss
COUNTY OF KAL)

The foregoing instrument was acknowledged before me on this 10 day of October, 2019, by Don Watts, member of Joyce & Don, LLC, Michigan limited liability company, on behalf of the limited liability company.



* M. Volmace

Notary Public, State of Michigan, County of Kalamazoo

Acting in the County of Kalamazoo

My Commission Expires: 8-12-24

**Please print or type name beneath signature line*

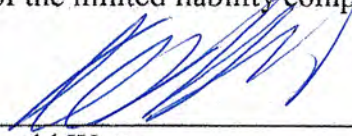
EXHIBIT A TO FIFTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK

AFFIDAVIT OF ADOPTION

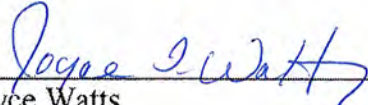
STATE OF MICHIGAN)
)ss
COUNTY OF KAL)

Donald Watts ("**Don**") and Joyce Watts ("**Joyce**") after being duly sworn, depose and say that:

1. Don and Joyce are the sole members of Joyce & Don, LLC, a Michigan limited liability company, and the Developer of Hunter's Creek.
2. Don and Joyce certify and affirm that at a meeting of Joyce & Don, LLC duly called and held OCT. 10, 2019, the proposed adoption of the Fifth Amendment to Master Deed of Hunter's Creek received the affirmative vote of both of the members of the limited liability company.



Donald Watts



Joyce Watts

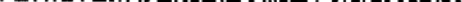
Subscribed and sworn to before me this 10 day of Oct, 2019 by Donald Watts and Joyce Watts.



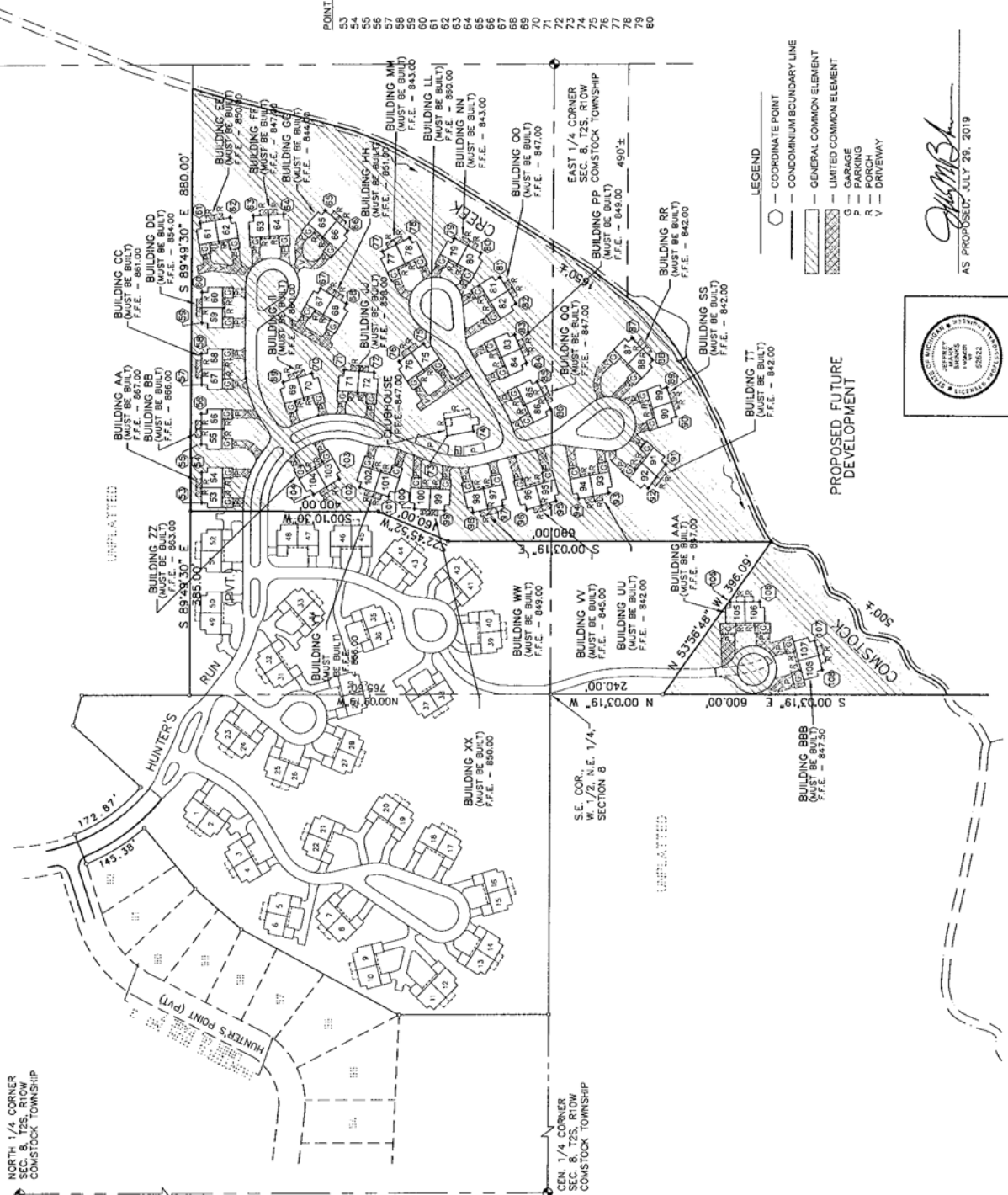
* A. Tolmaes

Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8-12-24

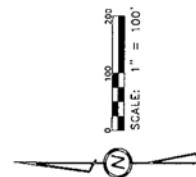
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NORTH 1/4 CORNER
SECTION 8, T2S, R10W
CONISTOCK TOWNSHIP



BUILDING COORDINATES			POINT		
	NORTHING	EASTING		NORTHING	EASTING
53	3735.71	4721.21	81	3703.71	5192.80
54	3735.59	4785.21	82	3695.85	5138.49
55	3736.43	4843.73	83	3672.54	5073.46
56	3736.66	4907.73	84	3647.15	5014.72
57	3736.07	4989.26	85	3624.41	4975.50
58	3735.77	5068.56	86	3602.65	4952.41
59	3735.77	5097.51	87	3582.65	4935.69
60	3735.65	5161.51	88	3564.78	4921.15
61	3739.92	5305.43	89	3548.76	4903.50
62	3676.83	5316.78	90	3531.78	4882.89
63	3627.38	5320.58	91	3514.31	4862.40
64	3582.42	5323.93	92	3496.65	4842.71
65	3542.44	5326.74	93	3478.83	4823.83
66	3494.16	5329.73	94	3460.83	4805.42
67	3454.85	5337.33	95	3442.66	4787.15
68	3428.85	5344.40	96	3424.40	4769.40
69	3403.71	5351.40	97	3406.18	4751.18
70	3378.50	5358.40	98	3387.98	4732.98
71	3353.29	5365.40	99	3369.76	4714.76
72	3328.08	5372.40	100	3351.54	4696.54
73	3302.87	5379.40	101	3333.32	4678.32
74	3277.66	5386.40	102	3315.10	4659.10
75	3252.45	5393.40	103	3296.88	4640.88
76	3227.24	5400.40	104	3278.66	4622.66
77	3202.03	5407.40	105	3260.44	4604.44
78	3176.82	5414.40	106	3242.22	4586.22
79	3151.61	5421.40	107	3224.00	4568.00
80	3126.40	5428.40	108	3205.78	4549.78



SITE PLAN

Sheet No.

3a of 9

Hunter's Creek

CHITTELL & ASSOCIATES
LAND SURVEYORS
1000 EAST LAMAR AVENUE
ANN ARBOR, MI 48106-1500
PH: 734-769-1100
FAX: 734-769-1101
WWW.CHITTELLS.COM

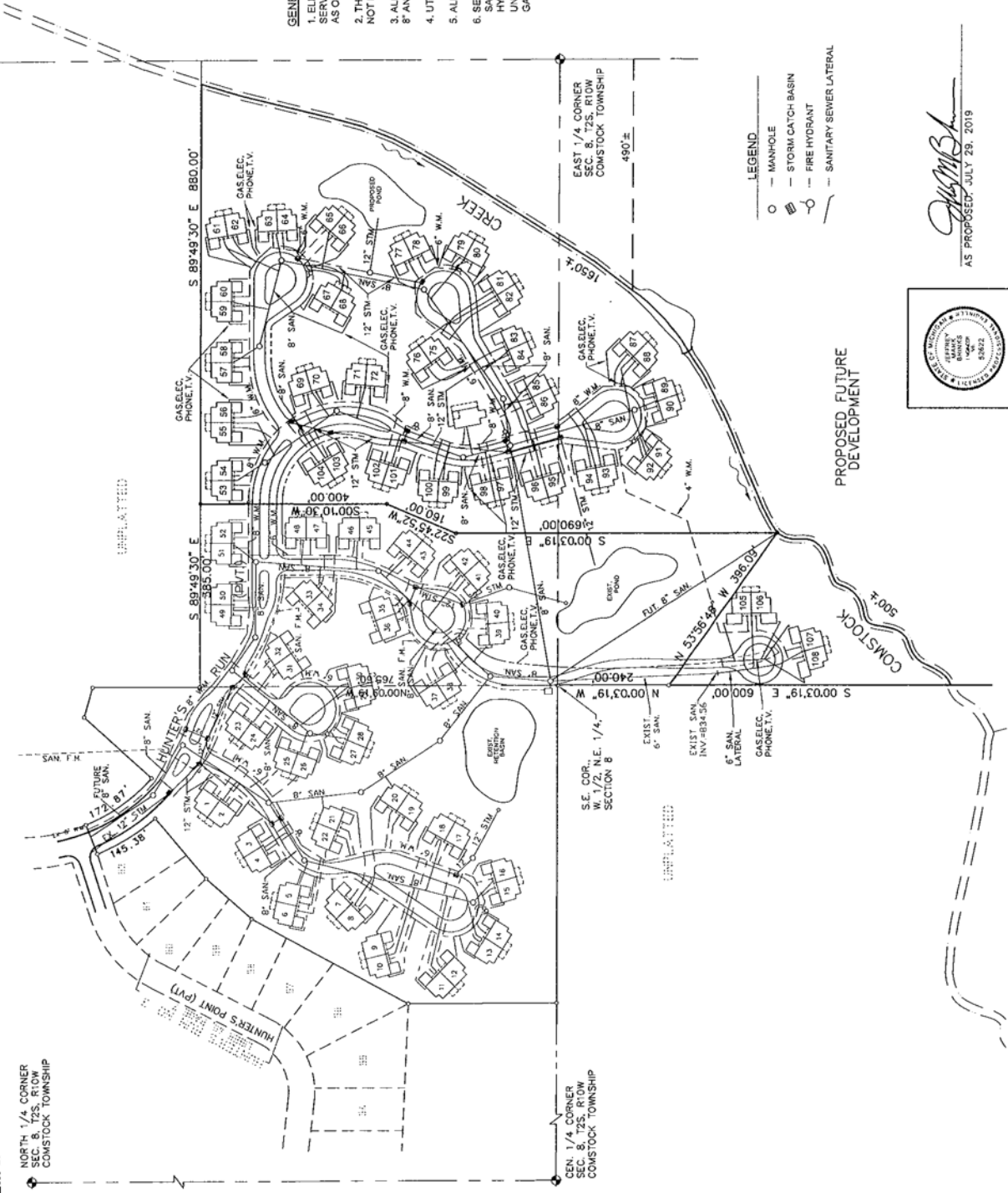
VENTURE
THE FUTURE OF REAL ESTATE



AS PROPOSED: JULY 29, 2019

PROPOSED FUTURE DEVELOPMENT

- - COORDINATE POINT
- - CONDOMINIUM BOUNDARY LINE
- - GENERAL COMMON ELEMENT
- - LIMITED COMMON ELEMENT
- G - GARAGE
- P - PARKING
- R - ROAD
- V - DRIVEWAY

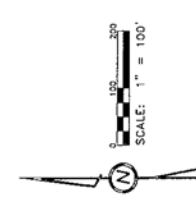


LEGEND

LINETYPE	UTILITY	SOURCE
---	ELECTRIC CABLE	CONSUMERS ENERGY
---	TELEPHONE CABLE	AMERITECH
---	TELEVISION CABLE	CABLE VISION OF MICHIGAN
---	GAS MAIN	CONSUMERS ENERGY
---	WATER MAIN	CITY OF KALAMAZOO
---	SANITARY SEWER	CITY OF KALAMAZOO
---	STORM SEWER	DCI ENGINEERING

GENERAL NOTES

1. ELECTRIC, TELEPHONE AND TELEVISION CABLES AND GAS MAINS AND SERVICE LINES ALL SHARE A COMMON TRENCH AND ARE THEREFORE SHOWN AS ONE LINE ON THIS DRAWING.
2. THE UTILITY INFORMATION SHOWN IS PER AVAILABLE RECORDS AND SHOULD NOT BE TAKEN AS A GUARANTEE OF COMPLETENESS OR ACCURACY.
3. ALL 12" STORM SEWER PIPES, 8" SANITARY SEWER PIPES, 6" FORCEMAINS AND 8" AND 6" WATERMAINS "MUST BE BUILT".
4. UTILITIES SHOWN SERVING ALL BUILDINGS "MUST BE BUILT".
5. ALL GAS MAINS ARE 2" UNLESS OTHERWISE SHOWN.
6. SERVICE PIPE SIZES ARE AS FOLLOWS UNLESS OTHERWISE SHOWN:
 SANITARY SEWER LATERAL - 6"
 HYDRANT LEADS - 8"
 UNIT WATER SERVICES - 3/4"
 GAS SERVICES - 1/2"



LEGEND

○	MANHOLE
○	STORM CATCH BASIN
○	FIRE HYDRANT
---	SANITARY SEWER LATERAL

PROPOSED FUTURE DEVELOPMENT

Sheet No. **4a** of **9**

Hunter's Creek

CUTLERBURGH & ASSOCIATES
 LAND SURVEYORS
 11277 - 44TH AVE. S.E.
 ALBUQUERQUE, NM 87111
 (505) 262-1111

AS PROPOSED: JULY 29, 2019



EXHIBIT C TO FIFTH AMENDMENT
TO MASTER DEED OF
HUNTER'S CREEK

AFFIDAVIT OF NOTICE

STATE OF MICHIGAN)
)ss
COUNTY OF KAL)

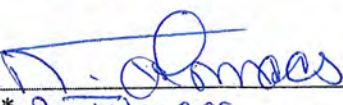
Donald Watts, being duly sworn, deposes and says that:

1. He is a member of Joyce & Don, LLC, a Michigan limited liability company, the Developer of the Condominium Project known as "Hunter's Creek" and designated as Kalamazoo County Condominium Subdivision Plan No. 118 (the "Project").
2. On 20 SEPT., 2019, which will be more than ten (10) days before the recording of the Fifth Amendment to the Master Deed of Hunter's Creek (the "Fifth Amendment") to which this Affidavit is attached, all Co-owners of record in the Project were notified of the proposed Fifth Amendment as required by Section 90(5) of Michigan's Condominium Act. Some notices were sent by first class mail, postage fully prepaid, and others were hand delivered.



Donald Watts

Subscribed and sworn to before me this 21 day of Oct, 2019 by
Donald Watts.



* N. Tolmaes

Notary Public, State of Michigan, County of Kalamazoo
Acting in the County of Kalamazoo
My Commission Expires: 8-12-24

**Please print or type name beneath signature line*