

RECORDED

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER

177 95 AUG 16 PM 4:09

MASTER DEED

*D. J. ...*  
REGISTER OF DEEDS  
OTTAWA COUNTY, MI

THIS MASTER DEED has been executed on August 14, on behalf of Green Meadow Farms Partnership, a Michigan co-partnership, of 6312 Springmont, Hudsonville, Michigan, by and through Lee Dykema, its authorized representative (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982, and in Act 113, of the Public Acts of 1983 (hereinafter referred to as the "Act").

This Master Deed is being recorded pursuant to the following facts and circumstances:

A. The Developer desires to establish the real property described in Article II below, together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish these purposes.

ARTICLE I

DEDICATION

By executing and recording this Master Deed, the Developer establishes Meadows East (sometimes hereinafter referred to as the "Condominium Project") as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives. The remainder of this Master Deed (including Exhibits A and B hereto) has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE IILEGAL DESCRIPTION

The real property which is dedicated to the Condominium Project established hereby is legally described as follows:

Legal Description:

That part of the NE 1/4, Section 27, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: Commencing at the NE corner of Section 27; thence S00°09'55"E 1319.96 feet along the East line of said NE 1/4; thence N89°58'14"W 632.73 feet along the South line of the NE 1/4 of said NE 1/4 to the PLACE OF BEGINNING of this description; thence N89°58'14"W 660.31 feet along said South line; thence N00°10'00"E 987.33 feet along the East line of 18th Avenue (66.00 feet wide); thence S87°29'47"E 103.23 feet; thence S46°07'07"E 27.23 feet; thence S87°29'47"E 381.39 feet; thence Easterly 23.30 feet along a 230.00 foot radius curve to the right, the chord of which bears S84°35'40"E 23.29 feet; thence N12°00'00"E 309.38 feet; thence Southeasterly 154.39 feet along the Southerly line of Port Sheldon-44th Street Connector (100.00 feet wide) on a 904.93 foot radius curve to the right, the chord of which bears S72°34'56"E 154.21 feet; thence S67°41'40"E 188.82 feet along said Southerly line; thence S25°00'00"W 365.40 feet; thence S67°41'40"E 94.27 feet; thence S06°40'00"W 185.05 feet; thence S31°20'00"W 374.00 feet; thence S00°00'00"W 130.00 feet; thence S89°58'14"E 27.57 feet; thence S00°01'46"W 130.00 feet to the place of beginning. This parcel contains 18.130 Acres.

Legal Description of Expansion Property:

That part of the NE 1/4, Section 27, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: BEGINNING at a point on the East line of said NE 1/4 and the Southerly line of Port Sheldon-44th Street Connector (100.00 feet wide) which is S00°09'55"E 342.95 feet from the NE corner of Section 27; thence S00°09'55"E 977.01 feet along said East line; thence N89°58'14"W 632.73 feet along the South line of the NE 1/4 of said NE 1/4; thence N00°01'46"E 130.00 feet; thence N89°58'14"W 27.57 feet; thence N00°00'00"E 130.00 feet; thence N31°20'00"E 374.00 feet; thence N06°40'00"E 185.05 feet; thence N67°41'40"W 94.27 feet; thence N25°00'00"E 365.40 feet; thence S67°41'40"E 404.51 feet along the Southerly line of said Port Sheldon-44th Street Connector to the place of beginning. This parcel contains 13.063 acres.

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 I hereby certify that there are no tax liens or taxes held by the State or individuals on lands described in this instrument and that all taxes for five years preceding date of instrument are paid according to records of this office. This certificate does not apply to taxes, if any now in process of collection by local unit collecting officers. And does not apply to Act 225, P.A. 1978 or Act 360, P.A. 1978 Deferred Spec. Assessments.

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Also, Commencing at the NE corner of said Section 27; thence S89°59'51"W 1285.39 feet along the North line of said NE 1/4; thence S00°10'00"W 50.00 feet to the PLACE OF BEGINNING of this description; thence N89°59'51"E 394.10 feet along the Southerly line of Port Sheldon-44th Street Connector; thence Easterly 197.94 feet along said Southerly line on a 904.93 foot radius curve to the right, the chord of which bears S83°44'11"E 197.55 feet; thence S12°00'00"W 309.38 feet; thence Westerly 23.30 feet along a 230.00 foot radius curve to the left, the chord of which bears N84°35'40"W 23.29 feet; thence N87°29'47"W 381.39 feet; thence N46°07'07"W 27.23 feet; thence N87°29'47"W 103.23 feet; thence N00°10'00"E 281.91 feet along the East line of 18th Avenue (66.00 feet wide) to the place of beginning. This parcel contains 3.942 acres.

Together with and subject to the covenants, agreements and other provisions of record and further subject to the unrecorded easements depicted upon the Condominium Subdivision Plan attached hereto as Exhibit B. The Association (as defined below), on behalf of the co-owners (as defined below), shall assume and perform all of the obligations of the Developer under such easements, except to the extent the obligations are assumed by a governmental entity. Also subject to existing roadway easements and to such other easements and restrictions as are of record and to all governmental limitations.

### ARTICLE III

#### DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to, amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983.

(b) "Association" means Meadows East Condominium Association, Inc., a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the

Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate Bylaws of the Association.

(d) "Common elements", where used without modification, means both the general and limited common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project setting forth the rights and obligations of the co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

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

(g) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

(h) "Condominium Project" means Meadows East, a Condominium Project established pursuant to the Act.

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

(j) "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) "Consolidating Master Deed" means the final amended Master Deed which shall describe Meadows East as a completed Condominium Project and shall reflect all the condominium units and common elements subsequently created from time to time under Article IX hereof, and which shall fully describe the Condominium Project as completed, including the final readjusted percentages of value assigned to each condominium unit.

(l) "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the Condominium Project and, therefore, is a member of the Association.

(m) "Developer" means Green Meadows Farms Partnership, which has prepared and executed this Master Deed, and shall include its successors and assigns.

(n) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

#### ARTICLE IV

##### TITLE AND NATURE

The Condominium Project shall be known as Meadows East, Ottawa County Subdivision Plan No. 177. Prior to the commencement of construction, the architectural plans for the Condominium Project will have been approved by the Township of Georgetown, Ottawa County, Michigan. Such approval will be evidenced by the issuance of a building permit. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building in the Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exits to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

#### ARTICLE V

##### COMMON ELEMENTS

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

##### A. General Common Elements.

The general common elements are:

(1) Except as specifically limited in this Article V or in Article VI, the land described in Article II hereof, including roads, sidewalks, parking areas, lawns, landscaping, and backyards, and all rights appertaining thereto;

(2) The electrical wiring throughout the Condominium Project, including that contained within unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit;

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

(4) The plumbing network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(5) The water distribution system, underground sprinkling, storm water discharge and detention system and sanitary sewer system throughout the Condominium Project;

(6) Foundations, supporting columns, unit perimeter walls and other walls as shown on Exhibit B (including windows and doors therein), roofs, ceilings, ground level construction, floor construction between unit levels, and any space between the ceiling and the roof and between the ground or foundation and the ground level construction;

(7) The gas line network throughout the Condominium Project, including that contained in any unit walls, up to the point of connection with gas fixtures in any unit;

(8) Any television cable network or facilities and any alarm system that may from time to time be installed in the Condominium Project;

(9) Chimneys and fireplaces, if any, within and adjacent to each unit;

(10) All boardwalks in the Condominium Project except those designated as limited common elements;

(11) The heating and/or air conditioning ductworks and conduits throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(12) The portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan;

(13) Patio areas or flower gardens and any other recreational facilities which may be constructed on the land described in Article II; and

(14) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of any unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the alarm system and cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be general common elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements.

The limited common elements, which, except as otherwise provided in this Subsection B, shall be appurtenant to the unit or units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such unit or units, or their designee, are:

(1) Each individual deck, porch or balcony in the Condominium Project and all attachments thereto or projections therefrom;

(2) Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors (including windows and doors therein);

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

(4) Each garage, garage door and garage door opener together with the individual driveway in front of each garage;

(5) That portion of each boardwalk in the Condominium Project leading directly to a condominium unit or units;

(6) Each corridor and stairway in the Condominium Project lying in whole or in part outside of the boundaries of a particular unit;

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

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

(9) Each meter room and mechanical area designated as limited common elements on Exhibit B.

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

C. Upkeep of Common Elements and Appliances; Payment of Utility Bills.

The respective responsibilities for the cleaning, maintenance, decoration, repair and replacement of the common elements, and for the payment of utility bills are as follows:

(1) The cost of maintenance, repair and replacement of the limited common elements described in Article IV.B(1) through IV.B(9), except for snow plowing of the driveways, shall be borne by the Co-owner(s) of the unit or units to which such common elements are appurtenant.

(2) The cost of decorating, maintaining, repairing and replacing the furnace, hot water heater, internal unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, air conditioning equipment, lighting and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

(3) Except as provided above, the cost of maintaining, decorating, repairing and replacing all general and limited common elements shall be borne by the Association, including the snow plowing of individual driveways, except to the extent of maintenance, repair or replacement due to the act or neglect of a co-owner or his agent, guest, invitee, family member or pet, for which such co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

(4) If any unit owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the common elements



appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

(5) Each co-owner shall be responsible for payment of the utilities attributable to his unit.

Any maintenance, repair or replacement (the cost of which is to be borne by the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner.

D. Use of Common Elements.

No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

E. Environmental Control Committee.

As provided in Article VII, Section 1(b) of the Condominium Bylaws, the decoration and maintenance of all common elements, except the decoration of those common elements located within a unit (but this exception shall not include windows or other portions visible from the exterior), is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

F. Alterations.

Until the Developer has sold all of the units in the Condominium Project, the Developer may make such structural alterations as it deems necessary to any unsold units or common elements, which are hereby designated as "convertible areas", (provided that such structural alterations do not impair the structural integrity of any building) and such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or both, and the responsibility for maintenance, repair and replacement of such structural modifications may be assigned by amendment effected solely by Developer or its successors but without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit.

ARTICLE VIUNIT DESCRIPTION AND PERCENTAGE OF VALUEA. Description.

A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines, but not any common elements contained therein. Detached architectural plans for the Condominium Project will be placed on file with the Township of Georgetown.

B. Percentage of Value.

The total value of the project is 100%. Each unit shall have an equal percentage of value which shall be equal to the decimal percentage equivalent of the fraction one over the number of units actually constructed. The percentage of value for each unit constructed, therefore, shall be the same. These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit).

The dimensions of unsold units, general common elements or limited common elements appurtenant to any units described in Exhibit B, or both, may be modified, in Developer's sole discretion by enlargement, combination, division, or reduction in size, by amendment (recorded in accordance with Section 67 of the Act) effected solely by the Developer and its successors, but without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit or common element. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or common element modifications based upon the method of original determination of percentages of value for the Project. No units so modified shall be conveyed until an amendment effectuating such modification is recorded. 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 unanimously

consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing.

## ARTICLE VII

### EASEMENTS

#### A. Easements for Maintenance and Related Matters.

If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefitting and burdening each such unit or common element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall also be permanent easements to, through, over, under and across the Condominium Premises, including all units and interior walls, (1) for the maintenance and repair (including replacement) of common elements, which easements shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications (including, but not limited to, telephone, television and alarm), which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services". Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements.

#### B. Easements Retained by Developer.

(1) Roadway Easement. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises in furtherance of any legitimate purpose.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) Repair and Replacement. The Developer retains for the benefit of itself and representatives of the Township of Georgetown and any utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities.

(4) Hook-up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to extend and enlarge, all utility services or systems now or hereafter located on the property described in Articles II hereof to service all or any portion of the Expansion Property (as defined in Article IX) now owned or hereafter acquired by Developer, regardless of whether such utilization is in connection with the Condominium Project. If Developer or its successors or assigns utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall pay all expenses reasonably necessary to restore the Condominium Premises to their state immediately prior thereto.

C. Termination of Easements.

Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the project. No easement utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIIICONTRACTIBLE AREA

The Condominium Project is not a contractible condominium project, as that term is defined in the Act.

ARTICLE IXEXPANSION AREA

The Developer has the right to expand the Project by adding all or any portion of the real property referred to as the expansion property in Article II of the Master Deed, which consists of approximately 17 acres. This election is reserved to the Developer and will not require the consent of any of the Co-owners of the Project. The Developer has the right to determine the size and nature of the expansion property, which might affect a Unit owner's relative percentage of value in the Project. The Developer's option to make this election to expand shall expire six years after the initial recording of the Master Deed.

ARTICLE XAMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. (1) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners, hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

(2) This Master Deed, the Condominium Bylaws, and the 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 two-thirds of the votes of the co-owners and mortgagees. A mortgagee shall have one (1) vote for each mortgage held.

(3) The method or formula 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.

(4) Provided, however, that in no case, unless (i) all of the first mortgagees, (ii) all owners (other than the Developer) of the individual condominium units, and (iii) the Developer (if at that time it owns any units) have given their prior written approval, shall the Association be entitled to:

(a) By any act or omission seek to abandon or terminate the Condominium Project;

(b) Change the pro rata interest or obligations of any individual condominium unit for the purposes of: (i) levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit and the common elements; or

(c) Partition or subdivide any condominium unit.

(5) The restrictions contained in this Article on amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

(6) Co-owners and mortgagees or record shall be notified in writing or proposed amendments not less than ten (10) days before the amendment is recorded at their address reflected on the condominium records.

(7) Articles II, V, VI, VII, VIII and IX shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer, so long as the Developer continues to offer any unit in the condominium for sale or so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

(8) The Developer may, with the consent of a majority of the members of the co-owner's Advisory Committee or, subsequent to the



THIS INSTRUMENT PREPARED BY:

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