

MASTER DEED
SPRING LAKE CONDOMINIUMS
(Act 59, Public Acts of 1978,
as amended)

RECORDED

97 MAR 27 PM 4: 25

Richardson
REGISTER OF DEEDS
OTTAWA COUNTY, MI

Ottawa County Condominium Subdivision Plan No. 206

- (1) Master Deed establishing Spring Lake Condominiums, a Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Spring Lake Condominiums.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Spring Lake Condominiums.
- (4) Exhibit "C" to Master Deed: Proof of Service of Notice of Intention to Establish Condominium.
- (5) Exhibit "D" to Master Deed: Consent to Submission to Condominium Ownership

3801
 Ottawa County
 Treasurer's Office
 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 the years preceding date of instrument are paid according to records of this office. This certificate does not apply to tax A, if any now in process of collection by local unit collecting officers. And does not apply to Act 228, P.A. 1978 or Act 202, P.A. 1979 Deferred Spec. Assessments.
 MARY RICHARDSON

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

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MASTER DEED

SPRING LAKE CONDOMINIUMS

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

This Master Deed is made and executed on this 21st day of March, 1997, by Rockford-Saviège, L.L.C., a Michigan Limited Liability Company, of 8165 Graphic Drive, N.E., Belmont, Michigan 49306 (the "Developer").

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a residential condominium project to be known as Spring Lake Condominiums (the "Project"), in the Village of Spring Lake, Ottawa County, Michigan on the parcel of land described in Article II; and

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Spring Lake Condominiums as a condominium project under the Act and does declare that the Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, its successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, persons, representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Nature of Project. The project consists of twenty-five (25) individual condominium units, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project.

The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit hereof may be modified from time to time, in the Developer's sole discretion, by amendment affected solely by the Developer or its successors without the consent of any Co-owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and Mortgagee thereof. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment to amendments necessary to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

1.2 Co-owner Rights. Each Co-owner in the Project will have a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant thereto, and will have an undivided and inseparable right to share with other Co-owners the General Common Elements of the Project as designated by this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 Legal Description. The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Beginning at a point on the North line Block 10, Plat of Village of Mill Point, in the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 16, Ottawa County Register of Deeds, 20 feet N 89° 01' 48" W from the Northeast corner of said Block 10, thence S 00° 51' 40" W 30.98 feet; thence Northwesterly along the Northerly right-of-way line of Highway M-104 80.71 feet along a 2216.83 foot radius curve to the right, long chord bearing N 81° 34' 01" W 80.70 feet; thence N 00° 51' 40" E 156.88 feet parallel with the East line of Block 7, Plat of Village of Mill Point; thence S 89° 46' 48" W 45.02 feet; thence N 66° 42' 13" W 130.11 feet; thence S 88° 34' 08" W 184.73 feet; thence N 01° 25' 52" W 24.00 feet; thence S 88° 34' 08" W 106.42 feet; thence N 66° 42' 13" W 40.39 feet to Reference Point "C"; thence continuing N 66° 42' 13" W 21 feet more or less to the Water's edge of Spring Lake; thence Northerly along said water's edge of Spring Lake 175 feet more or less to a point on the North right-of-way line of the vacated railroad right-of-way; thence S 86° 47' 06" E 12.0 feet, more or less, along said North railroad right-of-way line to Reference point "B" said point being N 00° 09'

09" E 89.22; N 55° 47' 10" E 96.94 feet from said reference point "C" thence continuing S 86° 47' 06" E 395.86 feet along said North right-of-way line; thence S 00° 47' 11" W 50.04 feet along a line 1027.45 feet West of the East line of Block 5 of said Plat of Village of Mill Point; thence S 86° 47' 07" E 85.22 feet along the centerline of said vacated railroad right-of-way; thence S 00° 41' 40" W 287.06 feet along the West line of the East 20 feet of Block 7 of said Plat of Village of Mill Point extended to the point of beginning. Together with all land, including the seawall and any other improvements constructed hereon, situated between the North boundary line of the parcel described above and the water's edge of Spring Lake.

Containing 2.442 Acres

Subject to an easement for ingress and egress described as:

Beginning at a point on the North line of Block 10, Plat of Village of Mill Point, in the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 16, Ottawa County Register of Deeds, 20 feet N 89° 01' 49" W of the Northeast corner of said Block 10, thence continuing along said North line of Block 10 N 89° 01' 46" W 80.00 feet; thence N 00° 51' 40" E 80.00 feet; thence S 89° 01' 46" E 80.00 feet; thence S 00° 51' 40" W 80.00 feet to the place of beginning.

And also subject to a Utility Easement described as:

Beginning at a point on the North line of Block 10, plat of Village of Mill Point, in the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 16, Ottawa County Register of Deeds, 20 feet N 89° 01' 49" W of the Northeast corner of said Block 10; thence N 89° 01' 49" W 80.00 feet along the North line of said Block 10; thence N 00° 51' 40" E 141.30 feet; thence N 66° 42' 13" W 178.03 feet; thence S 88° 34' 08" W 221.77 feet; thence N 01° 25' 52" W 30.00 feet; thence N 88° 34' 08" E 228.36 feet; thence S 66° 42' 13" E 204.68 feet; thence S 00° 51' 40" W 101.66 feet; thence S 89° 21' 07" E 50.00 feet; thence S 00° 51' 40" W 60.05 feet to the POINT OF BEGINNING.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Spring Lake 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 the Project. As used in such documents, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) Association. "Association" means the Spring Lake Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of which all Co-owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. The Co-owners may by a two-thirds (2/3) vote after the Development Period has expired designate a different Michigan nonprofit corporation or unincorporated association as the "Association".

(d) Bylaws. "Bylaws" means Exhibit "A" attached hereto which forms a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(e) Common Elements. "Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element will not be separable from the Condominium Unit or Units to which it is appurtenant, except as specifically provided in this Master Deed.

(f) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

(g) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

(h) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto.

(i) Condominium Unit. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(j) Convertible Areas. "Convertible Areas" means those portions of the Project within which the Developer has reserved the right to create additional general or limited common elements.

(k) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(l) Developer. "Developer" means Rockford Savidge, L.L.C., a Michigan Limited Liability Company, which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(m) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

(n) First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

(o) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(p) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2 which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

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

(r) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association and, subject to the terms of Section 5.2, the proportionate share of each Co-

owner in the Common Elements of the Project and the proceeds and expenses of administration.

(s) Project. "Project" or "Condominium" means Spring Lake Condominiums, a condominium development established in accordance with the provisions of the Act.

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

Whenever any reference herein is made to one gender, the same will include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular or the plural, a reference will also be included to the other where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) The land described in Article II hereof (except Unit 25), including easement interests of the Condominium in the land provided to it for ingress and egress;

(b) The common drives, walks, lawns, yards, trees, scrubs and other plantings;

(c) The electrical, telephone, and/or cable television wiring networks throughout the common areas of the Project, including those contained within common walls, floors and ceilings;

(d) The plumbing and gas line networks throughout the common areas of the Project, including those contained within common walls, floors, and ceilings;

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

(f) The water distribution system, sprinkling system, sanitary sewer system, and storm drainage system serving the Project.

(g) The foundations, roofs, perimeter walls, ceilings and floors, attic spaces, entrances and exits of the Project;

(h) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will 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.

4.2 Limited Common Elements. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. There will be fifteen (15) detached garages constructed within the Limited Common Element depicted on the Condominium Subdivision Plan along the southern boundary of the Project. 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 garage 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 or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

4.3 Convertible Areas.

(a) The Developer reserves the right to construct up to ten (10) additional detached garages in the Convertible Area depicted along the southern boundary of the Project, as shown on the Condominium Subdivision Plan. In the event the Developer exercises that right, the Developer shall promptly prepare, execute and record an amendment to the Master Deed describing the Conversion. The Amendment shall describe or delineate any Limited Common Elements formed out of the Convertible Area and shall show or designate the Unit to which each is assigned; provided, that the Developer reserves the right to make such assignment 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 or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

(b) The Developer reserves the right to convert Unit 25 to General and/or Limited Common Elements for the purpose of facilitating possible sale of boat slips to be connected to Unit 25. In the event the Developer exercises that right, the Developer shall promptly prepare, execute and record an amendment to the Master Deed describing the Conversion. The Amendment shall describe or delineate any General and/or Limited Common Elements formed out of the Convertible Area and shall show or designate the Unit to which each is assigned; provided, that the Developer reserves the right to make such assignment 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 or its successor(s) as agent and attorney for the purpose of executing any such amendment or amendments to the Master Deed.

4.4 Maintenance. The costs of maintenance, repair and replacement of all improvements within a Unit will be borne by the Co-owner of the Unit. The costs of maintenance, repair and replacement of any limited common elements shall be borne by the Co-Owner of the Unit or Units to which such common elements are appurtenant. The appearance of the decks, patios and balconies shall at all time be subject to the approval of the Association. In the event that cleaning and decoration of such common elements by the Co-owner shall not conform to the reasonable aesthetic and maintenance standards established by the Association, the Association shall have the right to take such action as may be necessary to bring said elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and interior maintenance. The costs of cleaning, decoration, maintenance, repair and replacement of all general common elements shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-Owner or his agent, invitee, family member or pet.

4.5 Assignment and Reassignments of Limited Common Elements. A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

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

appurtenant thereto. Co-Owners shall not tamper with, cut off, and otherwise disturb utility facilities located within Common Elements without the prior written approval of the Association.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, including, with respect to Units 1-24, inclusive, elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan as surveyed by Fleis & VandenBrink Engineering, Inc., 6147 28th Street, SE, Suite 11, Grand Rapids, MI 49546.

5.2 Percentage of Value. The percentage of value assigned to each unit will be equal. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective vote at meetings of the Association. Total value of the project is one hundred percent (100%). Notwithstanding the foregoing, the Co-owners of Unit 25 shall have no share of the Common Elements of the Condominium Project (except as may be specifically provided in this Master Deed) or in the proceeds and the expenses of administration. Each of the Co-owners of Units 1-24, inclusive, shall have an equal share of the Common Elements of the Condominium Project and shall equally share in the proceeds and the expenses of administration.

ARTICLE VI

EASEMENTS

6.1 Reciprocal Easements. Every portion of a Condominium 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. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for emergency maintenance and repair of Common Elements, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-laws.

6.2 Reserved Easements. Until final sale of the Project, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns:

(a) for the unrestricted use of all driveways and walkways in the Condominium for the purpose of completing improvements provided herein if access thereto is not otherwise reasonably available.

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

The Developer reserves an easement for the benefit of itself, its successors and assigns, for vehicular and pedestrian ingress and egress to the Expansion Area over and across all private roads located within the Project.

6.3 Boardwalk Easement. The Developer reserves the right to grant to the Village of Spring Lake an Easement for the installation, maintenance, repair, replacement, reconstruction, and public use of a Boardwalk along the northerly and westerly boundaries of the Project. The terms and conditions of any agreement creating such a Boardwalk Easement shall be as determined by the Developer and the Village of Spring Lake; provided, that the agreement shall not impose any obligations upon the Association with respect to the initial installation of the Boardwalk. The Agreement may impose maintenance and repair obligations with respect to the Boardwalk on the Association, as successor in interest to the Developer.

6.4 Ingress, Egress, and Utilities Easement. Easements for ingress, egress, and utilities have been reserved across the Property. The easements are described in Article II. The property that is benefited by the reserved easement is described as follows:

Commencing at a point on the North line of Block 10, Plat of Village of Mill Point, in the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 16, Ottawa County Register of Deeds, 20 feet N 89° 01' 49" W of the Northeast corner of said Block 10, thence S 00° 51' 40" W 30.98 feet; thence Northwesterly along the Northerly right-of-way line of Highway M-104 80.71 feet on a 2216.83 foot radius curve to the right, long chord bearing N 81° 34' 01" W 80.70 feet to the POINT OF BEGINNING; thence continuing along said Northerly right-of-way line 116.94 feet along a 2216.83 foot radius curve to the right, long chord bearing N 79° 00' 45" W 116.93 feet to a point on said North line of Block 10 being N 89° 04' 14" W 215.16 feet (recorded as N 88° 59' 48" W 215.07 feet) from said Northeast corner of Block 10; thence N 81° 26' 08" W 445.00 feet along said Northerly highway right-of-way line to reference point "A"; thence continuing N 81° 26' 08" W 13.00 feet along said north right-of-way line to the water's edge of Spring Lake; thence Northerly along said water's edge of Spring Lake 170 feet, more or less; thence S 66° 42' 13" E 21 feet more or less to reference point "C" said point being N 32° 32' 27" E 94.68 feet; N 10° 09' 09" E 73.63 feet from said reference point "A";

thence S 66° 42' 13" E 40.39 feet; thence N 88° 34' 08" E 106.42 feet; thence S 01° 25' 52" E 24.00 feet; thence N 88° 34' 08" E 184.73 feet; thence S 66° 42' 13" W 130.11 feet; thence N 89° 46' 48" E 45.02 feet; thence S 00° 51' 40" W 156.88 feet parallel with the East line of Block 7 Plat of Village of Mill Point to the point of beginning.

Containing 1.908 acres.

The easements described above were created pursuant to a certain Grant of Easement executed by the Developer and recorded at Liber 2179, Page 642, of the Ottawa County Register of Deeds.

6.5 Unit 25 Easements. The General Common Elements shall be subject to an easement for ingress, egress, and installation, maintenance, repair, and replacement of utilities for the benefit of Unit 25, including the right of the Co-owner of Unit 25 to utilize, tap, tie into, extend, and/or enlarge all utility lines and mains, public and private, located on the land described in Article II. Unit 25 shall be subject to an Easement for ingress and egress for the Co-owners of Units 1-24, inclusive, and their respective invitees. The Developer reserves the right to burden Unit 25 with all or a portion of the Boardwalk Easement referenced in Section 6.3.

ARTICLE VII

AMENDMENT

7.1 Amendment. Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, as described in Section 1.1, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-owners and to enable or facilitate 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 Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. A Co-owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to non-Developer Co-owners, by consent established by the vote of the Co-owner by any voting method described in the Bylaws. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specified purpose(s) reserved the Developer in this Master Deed. Until the sale of all Units, such rights reserved to the Developer may not be further amended except by or with the written consent of the Developer, its successors or assigns.

(c) Legal Compliance. Amendments may be made without the consent of Co-owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-owner Consents. 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.

(e) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(f) Notice. Co-owners and mortgagees of record in Ottawa County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(g) Costs. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(h) **Recording.** All amendments will be effective upon recording in the office of the Ottawa County Register of Deeds.

(i) **Binding.** A copy of each amendment to the Master Deed will be furnished to every Co-owner. However, any amendment to the Master Deed that is adopted in accordance with this Article will be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE VIII

ASSIGNMENT

8.1 **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 the Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Ottawa County Register of Deeds.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed on the day and year first above written.

WITNESSES:

ROCKFORD SAVIDGE, L.L.C.

Sally A. Garvin
Sally A. Garvin

By: ROCKFORD DEVELOPMENT GROUP, L.L.C.
Its: Member

Cindy L. Cobb
Cindy L. Cobb

By John J. Wheeler
John J. Wheeler
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 26th day of March, 1997, before me, a Notary Public in and for said County, appeared John Wheeler to me personally known, who being by me duly sworn, which executed the within instrument; and further acknowledged said instrument to be of their free act and deed.

Greg VanDol
Greg VanDol
Notary Public, Kent County, MI
My Commission Expires: 06-20-01

This Master Deed Drafted By:
Kurt D. Hassberger
ROCKFORD DEVELOPMENT GROUP, L.L.C.
8165 Graphic Drive, N.E.
Belmont, MI 49306

Return to Draftsman
after recording.

SPRING LAKE CONDOMINIUMS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Association of Co-owners. Spring Lake Condominiums, a Residential Condominium Project located in the Village of Spring Lake, Ottawa County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the General Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. 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 his Unit. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 Assessments for General Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium

Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

2.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will 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 will be established in the budget and must be funded by regular monthly payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate. The Association should carefully analyze the Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) for the entire Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (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 additions to the General Common Elements exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium Project, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above, which will be

levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration will be apportioned, in equal shares, among and paid by the Co-owners of Units 1-24, inclusive without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will 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.

Each installment in default for ten (10) or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Section 17.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

2.4 Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

2.5 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association will have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote at any meeting of the Association so long as such

default continues; provided, however, this provision will not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Ottawa County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association

will so notify the delinquent Co-owner and will inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his Unit.

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit.)

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the monthly Association assessments. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time; provided, the Developer shall not pay any portion of current expenses of administration actually incurred by the Association from time to time by virtue of ownership of Unit 25. For purposes of the foregoing sentence, expenses that will be the proportionate responsibility of the Developer will include only those expenses that are not related to occupancy of a Unit. Expenses that are attributable to occupancy of a Unit shall include, but are not limited to, trash removal, water and sewer charges, general common area maintenance, and management fees and expenses (excluding lawn mowing and landscape maintenance). The Developer will pay its proportionate share of expenses including, but not limited to, snow and ice removal, lawn and landscape maintenance, common area electricity, and insurance. The Developer's proportionate share of such expenses will be based upon a ratio of all Units owned by the Developer at the time the expense is incurred to the total of Units in the Project. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's prior written consent. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it, nor to finance litigation or other claims against the Developer, any costs of investigating and preparing such litigation or claim or any similar or related costs.

2.8 Unpaid Assessments Due on Unit Sale: Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchase in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof

for taxes or special assessments due and unpaid on the Unit and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments against the Unit and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five days before the sale, or to pay at the closing of the Unit purchase the amount of unpaid assessments against the Unit set forth in such a statement from the Association, shall be liable for any such unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

2.9 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act, which provides, among other things, that property taxes and special assessments are assessed against the individual Unit, and not on the total property of the Condominium, except for the year in which the Condominium is established.

2.10 Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

3.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

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

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

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

3.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts; provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE IV

INSURANCE

4.1 Extent of Coverage. The Association, or any Insurance Trustee designated by the Association, shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or appropriate, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance with coverage of \$1,000,000 or more for bodily injury, pertinent to the ownership, use and maintenance of the common elements of the Project. All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their mortgagees and the Developer, as their interests may appear.

(a) Each Co-owner shall be responsible for obtaining insurance coverage at his own expense for the interior of his Unit and it shall be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium, for personal liability for occurrences within his Unit or upon limited common elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All common elements of the Project, building service equipment and supplies, and other common personal property belonging to the Association shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls, wall coverings, floor coverings, and screens within any Unit and the pipes, wires, conduits and ducts contained therein and shall further

include all appliances, fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items and/or which have been financed with mortgage proceeds in accordance with plans and specifications thereof on file with the Association (or such standard items). Other improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owners; provided that, if the Association elects to include other owner improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner as provided herein.

(c) The Association may maintain such fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association as the Board may deem appropriate.

(d) The Board of Directors is hereby irrevocably appointed the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of all documents; and the performance of all other acts necessary to accomplish such purpose. All insurance proceeds shall be held in trust for the Co-owners and mortgagees of Units as their interests may appear.

(e) Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owners Unit or appurtenant limited common elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(f) Except as otherwise set forth herein, all premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(g) Notwithstanding any of the foregoing provisions and requirements relating to property and/or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses

under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

ARTICLE V

RECONSTRUCTION OR REPAIR

5.1 Reconstruction or Repair. If the Condominium Project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project to substantially the same condition in which it existed prior to the fire or other disaster in accordance with the Master Deed and the original plans and specifications, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(a) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, provision for reconstruction may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. At any such meeting, the Board or its representative shall present to all parties present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit in order to pay therefor. If the property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Units in order to pay the balance of the cost thereof.

(b) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the property from the provisions of the Act may be made by the affirmative vote of not fewer than 75% of the Co-owners and mortgagees at a meeting called for such purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after such fire or other disaster, whichever first occurs. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the common elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the common elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the common elements appurtenant to such Unit shall

be reduced accordingly, upon the basis of diminution in market value of such Unit, as determined by the Board.

Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, and the portions of the common elements withdrawn. As compensation for such withdrawals: (i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Owners thereof in proportion to their relative percentages of ownership in the common elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such insurance proceeds allocated to withdrawn portions of the limited common elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the common elements appurtenant to the Units served by such limited common elements; and (iii) any such insurance proceeds allocated to withdrawn portions of the general common elements shall be applied in payment to all Unit Owners in proportion to their relative percentage of ownership in the common elements. Upon withdrawal of any Unit or portion thereof, the Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(c) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the Project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(d) Prompt written notice of any and all material damage or destruction to a Unit or any part of the common elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

5.2 Eminent Domain. Section 133 of the Act will control upon any taking by eminent domain.

5.3 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000).

5.4 Priority of Mortgage Interests. Nothing contained in the Condominium Documents will 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

RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions (except as specifically referenced, all references to "Units" in this Article VI shall be deemed to refer to Units 1-24, inclusive):

6.1 Use.

(a) Units 1-24, inclusive, shall be used exclusively for residential occupancy, and no Unit or any common element appurtenant thereto shall be used for any purpose other than that of a single family residence or other purposes customarily incidental thereto, except that professional and quasi professional Co-owners may use their residence as an ancillary facility to an office established elsewhere, so long as such use does not generate unreasonable traffic by members of the general public. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (1) maintaining his personal professional library; (2) keeping his personal business or professional records and accounts; or (3) handling his personal business or professional telephone calls and correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of these restrictions.

(b) The Co-owner of Unit 25 shall have the right to attach up to nine (9) docks (up to 19 slips) and related facilities to Unit 25. The use of Unit 25 shall be limited to uses associated with such docks and related facilities. The Co-owner of Unit 25 shall be permitted to lease such slips in accordance with such terms and conditions as the Co-owner of Unit 25 may designate; provided, that the slips may only be leased to Co-owners of Units 1-24, inclusive; provided further, that one (1) dock (2 slips), plus such additional slips as the Co-owners of Units 1-24, inclusive, may not elect to lease (such owners shall be afforded the first opportunity to lease such slips), may be leased to the owners of the property described in Section 6.4 of the Master Deed (which is adjacent to and south of the Project).

6.2. Common Areas. The common elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units.

6.3. **Specific Prohibitions.** Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(a) No portion of a Unit may be rented and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of an entire Unit for residential purposes or of a limited common element appurtenant to such Unit in the manner set forth in Section 6.4 hereof.

(b) No Co-owner shall make any alterations, additions or improvements to any general common element, nor make changes to the exterior appearance or structural members of his Unit or limited common elements without the prior written approval of the Association. An Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the common elements, the property, or any part thereof, resulting from such alterations, additions or improvements.

(c) No nuisances shall be permitted on the Condominium property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the common elements, or which would be in violation of any law.

(e) No signs, banners or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including "for sale" signs, without written permission from the Association.

(f) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his Unit, or install any CB, short wave or other radio, satellite dish or similar device, or television antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Association. The foregoing restrictions shall not be construed to

prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony which is a limited common element appurtenant to his Unit.

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

The Association may charge any Co-owner maintaining animals a reasonable additional assessment to be collected in the manner provided in these bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner thereof, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

(h) No recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the door thereto or elsewhere on the Condominium property for more than 24 hours without the written approval of the Association, and no snowmobile or other motorized recreational vehicle shall be operated on the Condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or Unit where totally isolated from public view.

(i) No commercial vehicles or trucks shall be parked in or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(j) The common elements shall not be used for the storage of supplies, vehicles, or personal property (except in limited common element garages or for short periods of time as may be reasonably necessary to permit periodic collection of trash).

(k) Absent an election to arbitrate pursuant to Article III of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of

the Association which shall conduct a hearing and render a decision thereon in writing, which decision shall be binding upon all Owners and other parties having an interest in the Condominium Project.

6.4 Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than an entire Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least twelve (12) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium at its discretion for such term or terms as Developer determines.

(b) Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant of that Unit and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it will notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonCo-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements will so state.

(3) If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(i) The Association will notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonCo-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonCo-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) 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.

6.5 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time in connection with use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Sites and the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

6.6 Right of Access to Association. The Association or its duly authorized agents will have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto 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 agent will also have access to each Unit and any improvements thereon and Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of emergency, the Association may gain access in such manner as may be reasonable under the circumstances and will not be liable to such Co-owner for any necessary damage appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

6.7 Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in

furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. The Developer shall have access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units.

(b) Enforcement of Bylaws. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

7.1 Notice to Association. Any Co-owner who mortgages his Unit will notify the Association of the name and address of the mortgagee, and the Association will 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 such Unit. The Association may give to the holder of any 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.

7.2 Insurance. The Association will 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.

7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will 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 VIII

VOTING

8.1 Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

8.2 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 8.5 and 9.9 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

8.3 Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium 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. Such notice will be signed and dated by 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.

8.4 Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require 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 in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

8.5 Voting. Votes may be cast only in person 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 will not be Permitted.

8.6 Majority. A majority, except where otherwise provided herein, will consist of more than fifty-one percent (51%) 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 of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

9.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

9.2 First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten (10) days, written notice thereof will be given to each Co-owner.

9.3 Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

9.4 Special Meetings. It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

9.5 Notice of Meetings. It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 8.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

9.7 Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

9.8 Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units whichever first occurs, the Developer will

cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

11.1 Number and Qualification of Directors. The Board of Directors will be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors will serve without compensation.

11.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units, one of the three Directors will be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least one (1) Director as long as the Units that

remain to be created and sold equal at least ten percent (10%) of all Units. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors 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 will not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate one (1) member as provided in subsection (i).

(iv) Each Director shall serve for one (1) year or until his/her successor is elected.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Section 9.3 hereof.

11.3 Power and Duties. The Board of Directors will have the 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 Co-owners.

11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for, employ and discharge persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.
- (f) 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.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.
- (h) To make rules and regulations in accordance with these Bylaws.
- (i) 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.
- (j) To enforce the provisions of the Condominium Documents.
- (k) To do anything required of or permitted to it, as administrator of this Condominium project by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of Public Acts of 1978, as amended.

11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related

thereto) at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, 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. In no event will the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 112(b).

11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

11.8 First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as will be determined from time to time by a majority of the Directors, but at least two such meetings will be held during each fiscal year. Notice of regular meetings of the Board of Directors will be given to each Director, personally, by mail, telephone or "fax" at least ten (10) days prior to the date named for such meeting.

11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days, notice to each Director, given personally, by mail, telephone or "fax", which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

11.12 Adjournment. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof will constitute the presence of such Director for purposes of determining a quorum.

11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XII

OFFICERS

12.1 Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(c) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

12.2 Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

12.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

12.4 Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

FINANCE

13.1 Records. The Association will keep detailed books of account showing all expenditures and receipts of administration which will 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 accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association will prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which will be defined by the Association. The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses will be expenses of administration.

13.2 Fiscal Year. The fiscal year of the Association will be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year will be subject to change by the Directors for accounting reasons or other good cause.

13.3 Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings 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 or wanton misconduct or gross negligence in the performance of his duties; provided 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 will 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, including indemnification under the Articles of Incorporation of the Association. At least ten (10) days prior to payment of any indemnification, whether under this section or under the Articles of Incorporation of the Association, the Board of Directors shall notify all Co-owners of the payment.

ARTICLE XV

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII

REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

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

17.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents will 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 and the improvements thereon, where reasonably 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. The Association will have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Section 9.5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

17.5 Non-waiver of Right. 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 will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

17.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

17.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such 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 the Act.

ARTICLE XVIII

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 any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

19.2 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 will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

19.3 Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 8165 Graphic Drive, N.E., Belmont, MI 49306, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for

notices to him by giving written notice to the Association. Notices addressed as above will be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

19.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in the Master Deed.

19.5 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 but excluding these Bylaws;
- (2) these Bylaws;
- (3) the Articles of Incorporation of the Association; and
- (4) the Rules and Regulations of the Association.

:\KURT\DEED\SPRINGLA.WPD

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 206

EXHIBIT 'B' TO THE MASTER DEED OF:

SPRING LAKE CONDOMINIUMS

VILLAGE OF SPRING LAKE, OTTAWA COUNTY, MICHIGAN

DEVELOPER:

ROCKFORD SAVIDGE, L.L.C.
8165 GRAPHIC DRIVE NE
BELMONT, MICHIGAN 49308

ENGINEER AND SURVEYOR:

FLEIS & VANDERBRINK ENGINEERING, INC.
6147 28th STREET SE
SUITE 11
GRAND RAPIDS, MICHIGAN 49546

SHEET INDEX

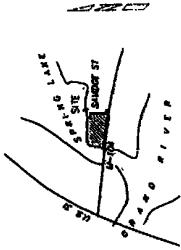
- 1. COVER SHEET
- 2. DESCRIPTION AND SURVEYOR'S CERTIFICATE
- 3. SURVEY PLAN
- 4. UTILITY PLAN
- 5. FLOODPLAIN PLAN
- 6. FLOOR PLAN AND SECTIONS

ATTENTION: COUNTY REGISTER OF DEEDS—
THIS CONDOMINIUM SUBDIVISION PLAN NUMBER
206 HAS BEEN RECORDED IN THE REGISTER OF
DEEDS AND A NUMBER HAS BEEN ASSIGNED TO THE
SUBJECT OF THIS SUBDIVISION CERTIFICATE ON THE
PAGE 2 OF THE SUBDIVISION CERTIFICATE OF
PAGE 2.

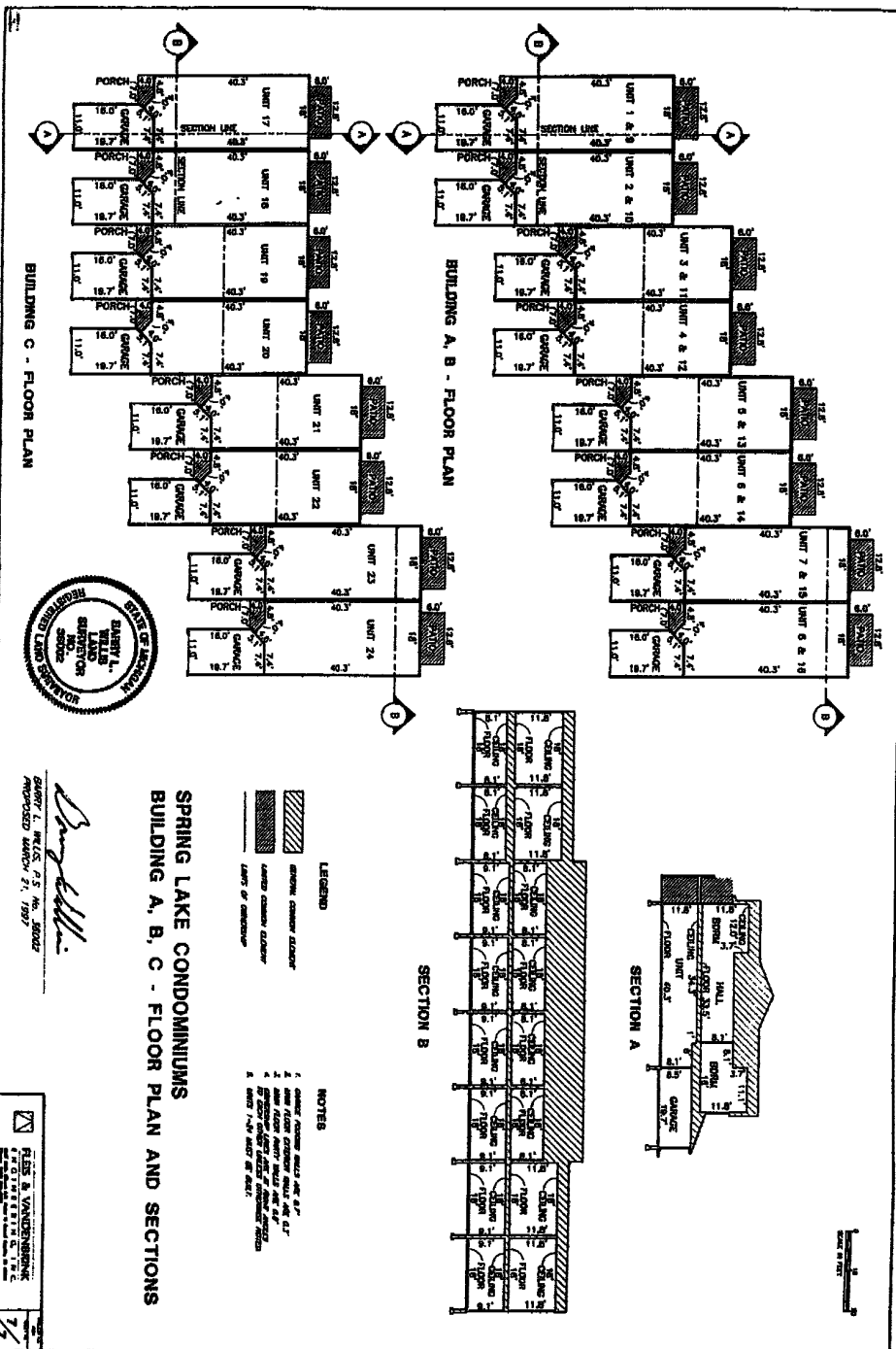


Barry A. Land
 BARRY A. LAND P.E., S.S.
 PROPOSED MARCH 21, 1997

FLEIS & VANDERBRINK
 ENGINEERING, INC.
 6147 28th Street SE
 Suite 11
 Grand Rapids, MI 49546



LOCATION MAP



BUILDING C - FLOOR PLAN

BUILDING A, B - FLOOR PLAN



GARY L. MILLER, P.E. No. 20000
 ARCHITECT
 10000 W. BAYVIEW AVE. SUITE 100
 BIRMINGHAM, AL 35206
 APPROVED MARCH 21, 1987

**SPRING LAKE CONDOMINIUMS
 BUILDING A, B, C - FLOOR PLAN AND SECTIONS**

- LEGEND**
- 1. COMMON ELEMENTS
 - 2. UNIT FLOOR ELEMENTS
 - 3. UNIT COMMON ELEMENTS
 - 4. UNIT COMMON ELEMENTS
 - 5. UNIT COMMON ELEMENTS
 - 6. UNIT COMMON ELEMENTS
- NOTES**
1. UNIT FLOOR ELEMENTS SHALL BE 1/2" THICK
 2. UNIT COMMON ELEMENTS SHALL BE 1/2" THICK
 3. UNIT COMMON ELEMENTS SHALL BE 1/2" THICK
 4. UNIT COMMON ELEMENTS SHALL BE 1/2" THICK
 5. UNIT COMMON ELEMENTS SHALL BE 1/2" THICK
 6. UNIT COMMON ELEMENTS SHALL BE 1/2" THICK

SECTION B

SECTION A



RISE & VANDERBEEK
 ARCHITECTS P.C.
 10000 W. BAYVIEW AVE. SUITE 100
 BIRMINGHAM, AL 35206
 7/1

EXHIBIT C

PROOF OF SERVICE OF NOTICE OF INTENTION TO ESTABLISH CONDOMINIUM

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The undersigned, Sally A. Garvin, hereby certifies that she sent, on February 13, 1997, a Notice of Intention to Establish Condominium, to the appropriate offices of the agencies and organizations listed on the attached document. All of said Notices were sent by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses reflected on the list attached hereto and incorporated herein.

Sally A. Garvin

The foregoing instrument was acknowledged before me this 13th day of February, 1997.

Jane A. Thelen
Jane A. Thelen

Notary Public
Kent County, Michigan
My Commission Expires: 08/23/97

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM OWNERSHIP

WHEREAS, Rockford Savidge, L.L.C., a Michigan limited liability corporation, of 8165 Graphic Drive, N.E., Belmont, Michigan 49303, as Developer, intends to establish Spring Lake as a Condominium project by recording in the office of the Ottawa County Register of Deeds a Master Deed of Spring Lake covering real property in the Village of Spring Lake, Ottawa County, Michigan, described as follows:

Beginning at a point on the North line Block 10, Plat of Village of Mill Point, in the Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 16, Ottawa County Register of Deeds, 20 feet N 89° 01' 48" W from the Northeast corner of said Block 10, thence S 00° 51' 40" W 30.98 feet; thence Northwesterly along the Northerly right-of-way line of Highway M-104 80.71 feet along a 2216.83 foot radius curve to the right, long chord bearing N 81° 34' 01" W 80.70 feet; thence N 00° 51' 40" E 156.88 feet parallel with the East line of Block 7, Plat of Village of Mill Point; thence S 89° 46' 48" W 45.02 feet; thence N 66° 42' 13" W 130.11 feet; thence S 88° 34' 08" W 184.73 feet; thence N 01° 25' 52" W 24.00 feet; thence S 88° 34' 08" W 106.42 feet; thence N 66° 42' 13" W 40.39 feet to Reference Point "C"; thence continuing N 66° 42' 13" W 21 feet more or less to the Water's edge of Spring Lake; thence Northerly along said water's edge of Spring Lake 175 feet more or less to a point on the North right-of-way line of the vacated railroad right-of-way; thence S 86° 47' 06" E 12.0 feet, more or less, along said North railroad right-of-way line to Reference point "B" said point being N 00° 09' 09" E 89.22; N 55° 47' 10" E 96.94 feet from said reference point "C" thence continuing S 86° 47' 06" E 395.86 feet along said North right-of-way line; thence S 00° 47' 11" W 50.04 feet along a line 1027.45 feet West of the East line of Block 5 of said Plat of Village of Mill Point; thence S 86° 47' 07" E 85.22 feet along the centerline of said vacated railroad right-of-way; thence S 00° 41' 40" W 287.06 feet along the West line of the East 20 feet of Block 7 of said Plat of Village of Mill Point extended to the point of beginning. Together with all land, including the seawal and any other improvements constructed hereon, situated between the North boundary line of parcel 2 described above and the water's edge of Spring Lake.

WHEREAS, FMB Lumberman's Bank, One Lumberman's Square, P.O. Box 87, Muskegon, Michigan, 49443-0087, is the holder of record of a mortgage interest in the real property described above.

NOW, THEREFORE, FMB Lumberman's Bank hereby consents to the submission of the real property described above to the condominium project described and set forth in the Master Deed and consents to the recording of the Master Deed of Spring Lake in the Office of the Register of Deeds for Ottawa County, Michigan.

