

**EXHIBIT A****CONDOMINIUM BY-LAWS  
OF RIVER BEND****ARTICLE I****CONDOMINIUM PROJECT**

**1.01. Organization.** River Bend, a residential site condominium project located in the Township of Algoma, Kent County, Michigan (the "Project") is being constructed in multiple phases so as to comprise a maximum of 93 building sites. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an association of co-owners organized as a non-profit corporation (the "Association") under the laws of the State of Michigan. The entity initially created for this purpose is Rogue River Bend Condominium Association.

**1.02. Compliance.** All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Michigan Condominium Act, Act No. 59, P.A. 1978, as amended (the "Act"), the Master Deed, the Articles of Incorporation of the Association, the Association By-Laws, and the other Condominium Documents, and all amendments thereto which pertain to the use and operation of the Condominium Project. The Association shall keep current copies of these documents available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed, land contract or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith. The use of the property within the Project is also subject to all local zoning and building and use ordinances, including without limitation, the zoning ordinance for the River Bend Planned Unit Development, notwithstanding anything contained herein to the contrary.

**ARTICLE II****MEMBERSHIP AND VOTING**

**2.01. Membership.** Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the

Association's funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void. No Co-owner may resign or be expelled from membership in the Association as long as he continues to be a Co-owner.

**2.02. Voting Rights.** Except as limited in the Master Deed and in these Condominium By-Laws, voting on Association matters shall be as follows:

(a) **Weight of Vote.** The Co-owners owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the percentage assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by value, except in those instances where voting is specifically required to be in both value and in number. No accumulation of votes shall be permitted.

(b) **Directors.** Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

(c) **Other Action.** When an action, other than the election of directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

(d) **Majority.** A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or proxy at a duly convened meeting at which a quorum is present.

**2.03. Members Entitled to Vote.**

(a) **Eligibility.** No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project. Such written evidence of ownership shall be specified by the Board of Directors and provided the Association on or before the record date for the action which is the subject of the vote. No Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his Unit is delinquent by more than thirty (30) days, as of the record date for the action to be voted upon.

(b) **Developer.** As a member of the Association, the Developer shall be entitled to vote on Association matters only those Units for which it holds title and is paying assessments levied by the Association. Nothing contained herein shall be construed to

prevent the Developer from designating persons to fill vacancies on the First Board of Directors pursuant to Section 4.03 of the Bylaws.

(c) **Record Date.** For purposes of determining the members entitled to vote at a meeting of members or any adjournment thereof, or to express consent or dissent from a written proposal without a meeting, or for the purpose of any other action, the Board of Directors of the Association may fix, in advance, a record date for the determination of members. If a record date is not fixed: (i) the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held; and (ii) the record date for determining members for any purpose other than that specified in (i) above, shall be the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted.

**2.04. Certificate.** The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned.

**2.05. Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. Proxies shall be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

### ARTICLE III

#### MEETING AND QUORUM

**3.01. Annual Meeting.** An annual meeting of members for the election of directors and for such other business as may come before the meeting shall be held on the **second Saturday of October** of each year, at a time and place designated by the Board of Directors, provided however, that no annual meeting shall be held until Co-owners other than the Developer have acquired the right to elect one or more members to the Board of Directors, as more fully specified in Section 4.03(b) of these Bylaws.

**3.02. Special Meetings.** During the Development Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

**3.03. Advisory Committee.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree. }

**3.04. Notice.** At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to the other Condominium Documents. The notice provisions of this Section 3.04 shall not apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

**3.05. Quorum of Members.** The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.

## ARTICLE IV

### ADMINISTRATION

**4.01. Board of Directors.** The business, property, and affairs of the Association shall be managed and administered by a member of the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of

members of the Association. All directors shall serve without compensation. The number of directors shall be set forth in the Association Bylaws.

**4.02. Nomination of Directors.** Persons qualified to be directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least three Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his willingness to serve as a director, and submitted to the Board of Directors at least 20 days before the meeting at which the election is to be held; provided, however, that in either case, additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated. In this instance, the nominees must either be present at the meeting and consent to the nomination or have indicated in writing a willingness to serve. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

**4.03. Term.** The term of office for all directors, except members of the first Board of Directors, shall be two years, or until their successors are elected and qualified.

(a) **First Board of Directors.** The terms of office for the members of the first Board of Directors designated by the Developer, including any successor Directors designated by the Developer (together herein "First Board") shall expire on the date the Development Period ends, unless terminated earlier by operation of subsection (b) below. At any election of directors by non-developer Co-owners required by subsection (b) below, the Developer shall designate the directorship term of the First Board which has expired so that a directorship may be filled in accordance with Section 52 of the Act, as amended.

(b) **Election of Non-Developer Co-owners.**

(i) The term of office of one of the members of the First Board of Directors, as selected by the Developer, shall expire 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units which may be created. Co-owners other than the Developer shall elect an individual to fill this position prior to its vacancy.

(ii) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one

Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

(iii) Regardless of the percentage of Units which have been conveyed, if less than 75% of the Units that may be created have not been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, Co-owners other than the Developer shall 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 of Co-owners other than the Developer otherwise established above in subsections (i) and (ii). Application of this subsection does not require a change in the size of the Board of Directors.

(iv) 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 subsections (b)(i) and (b)(ii) above, 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)(iii) 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 designate the remaining members of the Board of Directors. Notwithstanding the foregoing, application of this subsection (iv) will not eliminate the right of the Developer to designate one member to the Board as provided in subsection (b)(ii).

(c) **Removal of Directors.** Except for the First Board of Directors, or any successor Director designated by the Developer, a director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote thereon. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any director designated by the Developer, at any time or from time to time, and in its sole discretion.

(d) **Vacancies During Initial Development Period.** As long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10%

of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as Directors for the remaining unexpired term of any vacant directorship; provided however, that only non-developer Co-owners shall have the right to fill any vacancy occurring in a directorship which was previously filled by an election of Co-owners other than the Developer.

(e) **Vacancies After Initial Development Period.** Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least 10% of the Units in the Project or which occur after 10% of the Units no longer remain to be sold that may be created, whichever is longer, 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. Each person elected by vote of the Directors shall serve as a Director until a successor is elected and qualified at the next annual meeting of the Association. Vacancies caused by the removal of a Director by a vote of the members of the Association shall only be filled by a vote of the members.

(f) **Actions of First Board.** All actions of the members of the First Board, including any successor Directors thereto designated by the Developer, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents.

**4.04. Powers and Duties.** The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things as are not permitted by the Condominium Documents as required thereby to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following powers and duties:

(a) Care, upkeep and maintenance of the common elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings;

(b) Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium property;

(c) Contract for and employ persons to assist in the management, maintenance, administration and security of the Condominium Project.

(d) Adoption and amendment of rules and regulations covering the details of the use of Condominium Project;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;

(g) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Association on behalf of the Co-owners;

(h) Making repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(i) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association;

(j) To make rules and regulations in accordance with Section 7.06 of these Bylaws;

(k) 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 function or responsibilities which are not by law or required to be performed by the Board;

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;



(m) To grant concessions, easements or licenses or to enter into oil and gas leases, for the use of the general common elements of the Condominium Project on behalf of the Co-owners and in furtherance of any of the purposes of the Association, including easements to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Condominium for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated; and

(n) To dedicate all or any portion of the general common elements to or for the use of the public, including all roadways and utilities serving the condominium.

**4.05. Books of Accounts.** The Association shall keep books and records containing a detailed account of the expenditures and receipts affecting the administration of the Condominium, which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and its Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association, and the Association shall prepare therefrom, and distribute to all Co-owners at least once each year, a financial statement, the contents of which shall be defined by the Association. The books and records shall be reviewed annually and audited at least once every three years by qualified independent auditors (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. An audit need not be certified.

**4.06. Maintenance and Repair.**

(a) **Unit.** All maintenance of and repair to a Condominium Unit, and to Limited Common Elements which are appurtenant to a single Condominium Unit, to the extent set forth in the Master Deed, other than maintenance of and repair to any General Common Element contained within the Condominium Unit, shall be made by the Co-owner of such Unit. Without limiting the generality of the foregoing, this obligation includes the maintenance and repair of any septic tank or individual sewage system located within the Condominium Unit or appurtenant Limited Common Element area.

(b) **Damage to Units and Common Elements.** Each Co-owner shall be responsible for all damages to any other Units or to the common elements resulting from the repair and maintenance of his Condominium Unit or limited common elements, or from his failure to effect such maintenance and repair. The Association may, after notice and a hearing, specially assess such Co-owner for the amount of the damage to any other Units or to the common elements resulting from such conduct or from the Co-owner's failure to effect maintenance and repair of his Unit or limited common elements.

(c) **Other Limited Common Elements.** All maintenance of and repair to the Limited Common Elements which are appurtenant to more than one Condominium Unit shall be made by the Association and specially assessed to all of the Co-owners of Units to which the Limited Common Elements are appurtenant, unless necessitated by the negligence, misuse or neglect of a Co-owner, in which case such expense may be specially assessed by the Association against such Co-owner after notice and a hearing thereon.

(d) **Right of Access.** The Association, or its agents, shall have access to each Unit from time to time during reasonable working hours, and upon reasonable notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the General Common Elements located therein or accessible therefrom, and for the purpose of making emergency repairs necessary to prevent damage to other Units, the Common Elements or both, provided however, that nothing contained herein shall be construed to permit the Association access to the residence constructed within each Unit without the express permission of the Unit's Co-owner. Nothing contained herein shall be construed to require the Association to repair or maintain the individual septic tank or sewage disposal system associated with any Unit.

**4.07. Reserve Fund.** The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount hereinafter set forth on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

**4.08. Mechanics Liens.** A mechanics lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A mechanics lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No mechanics lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer:

**4.09. Managing Agent.** The Board may employ for the Association a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties listed in Section 4.04 of this Article. The Developer or any person or entity related thereto may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause.

**4.10. Officers.** The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers and directors of the Association not inconsistent herewith. Officers may be compensated, but only upon a majority vote of the Co-owners present in person or by proxy at a meeting of members.

**4.11. Indemnification.** All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association, upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

## ARTICLE V

### ASSESSMENTS

**5.01. Determination of Regular Assessments.** The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Condominium for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges against all Co-owners according to their respective common interests.

**5.02. Increase of Regular Assessment During Fiscal Year.** Absent Co-owner approval as herein provided, regular assessments shall only be increased during a given fiscal year of the Association in accordance with the following:

- (a) If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the common elements;
- (b) To provide for the replacement of existing common elements;
- (c) To provide for the purchase of additions to the common elements in an amount not exceeding \$1,000 per improvement and \$75 per Unit annually, whichever is less; or
- (d) In the event of emergency or unforeseen development.

Any increase in regular assessments other than or in addition to the foregoing shall require approval by a vote of 60% or more of the Co-owners.

**5.03. Administrative Expenses.** The common expenses of the Condominium shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium Project under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the common elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration thereof shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**5.04. Levy of Assessments.**

- (a) All regular assessments levied against the Units to cover expenses of administration shall be apportioned among and paid by the Co-owners based upon the percentage of value set forth in Article V of the Master Deed. Regular assessments shall be payable in semi annual or annual installments as determined by the Board of Directors, in

advance, commencing with acceptance of a conveyance to a Unit, or with the acquisition of title to a Unit by any other means.

(b) The Board shall advise each Co-owner in writing of the amount payable by him and shall furnish copies of each budget upon which such common charges are based to all Co-owners, although failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment.

(c) The Board of Directors, including the First Board or its successors appointed by the Developer, may relieve any Co-owner who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his Unit.

**5.05. Determination of Special Assessments.** All special assessments levied against a Unit or Units shall be determined by the Board of Directors, after notice to the affected Co-owners and a hearing thereon. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned equally among the affected Co-owners.

**5.06. Collection of Assessments.**

(a) All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this subsection (a), the term "assessment" includes, without limitation, all regular assessments described in this Article V and all special assessments against Co-owners described in Article IV or elsewhere in these Bylaws. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Unit(s) no longer owned by the Co-owner but which become due while the Co-owner had title to the Unit(s).

(b) Each Co-owner shall be obligated for the payment of all assessments levied with regard to his Unit during the time that he is the owner thereof, and no Co-owner may exempt himself from liability for his contribution by waiver of the use or enjoyment of any of the common elements, or by the abandonment of his Unit.

(c) In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the regular assessments for the pertinent fiscal year immediately due and payable. In addition, the Board may assess reasonable late charges, or interest at seven percent (7%) per annum or the highest legal rate, whichever is lower, on such assessment from the date thereof.

(d) All expenses incurred in collection of an assessment, including late charges, interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner.

(e) In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. 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 for foreclosures by advertisement. 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, including this power of sale, 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 of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the condominium Project on behalf of the Co-owners. 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.

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

(i) Notice of lien shall set forth:

a. The legal description of the Condominium Unit or Units to which the lien attaches.

b. The name of the Co-owner of record thereof.

c. The amount due the Association at the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

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

(g) In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner thereof or anyone claiming under him. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(h) The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Condominium Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing

or waiving the lien. An action for money damages and foreclosure may be combined in one action.

(i) Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charges of whatever nature except the following: (a) amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority thereto. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due. Unless the purchaser or grantee requests a written statement from the Association at least five days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in the collection thereof.

**5.07. Application of Payments.** All payments on account of assessments in default shall be applied in the following manner; first, to costs of collection and enforcement of payment, including reasonable attorneys' fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

**5.08. Obligations of the Developer.** Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, although a member of the Association, will not be responsible during the Development Period for payment of the regular Association assessments or special assessments, except with respect to Units owned by it on which a completed building is located. The Developer will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any charges for or with respect to deferred maintenance, reserves for replacement, reserves for contingencies, capital improvements or



other special assessments, except with respect to Units owned by it on which a completed building is located. In no event shall the Developer be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer or to finance litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar related costs. In no event shall the Developer be liable for any special assessment levied pursuant to Section 4.06(b) or 4.06(c). For purposes of this paragraph, a "completed building" shall mean a building with respect to which a Certificate of Occupancy or its equivalent has been issued by the applicable local authority and which is occupied.

**5.09. Creditors.** The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association. Nothing contained herein shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

## ARTICLE VI

### TAXES, INSURANCE AND REPAIR

**6.01. Taxes.** All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase thereof, except for the year in which the Project or any phase thereof was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership thereof.

11 0 1 10 42 5

**6.02. Insurance.** The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, obtain and maintain, to the extent available, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance, director and officer liability coverage and worker's compensation insurance 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, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Each Co-owner shall be responsible for obtaining property insurance at his own expense with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, and within the Limited Common Elements solely appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere in the Condominium Project, for personal liability for occurrences within his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Unit.

(b) The Association shall have the right, but not the obligation, to obtain property insurance for all of the buildings and all other improvements constructed or to be constructed within the Project, including that property located within the perimeter of Condominium Units, and Limited Common Elements, and personal liability insurance for occurrences within the Project, including those within individual Units, for the benefit of all of the co-owners of the Project. All expenses for the liability portion of such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units which request and/or are benefitted by such endorsement. All expenses for the property insurance shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the insured property is associated on the basis of the relative values of the properties; otherwise, it shall be a general expense of administration of the Association. All co-owners and mortgagees of the Project shall be listed as additional insureds on the policies of insurance. The Association shall provide written notice of its intention to purchase the insurance described in this paragraph to all co-owners and mortgagees of record of the Project at least thirty (30) days prior to the effective date of such insurance. Any property insurance purchased by the Association under this subparagraph shall be in an amount equal to the full replacement value of the property insured, or if more, for an agreed upon amount.

(c) The Association shall insure any Limited Common Element of the Project which is appurtenant to more than one Unit against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined annually by the Board of Directors of the Association. All expenses for insurance relating to such Limited Common Element shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Element are appurtenant.

(d) The Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit, or to the Units or any improvements constructed therein.

(e) The Association shall maintain adequate 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.

(f) 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.

(g) 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, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(h) 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-owner's 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.

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

**6.03. Reconstruction and Repair.** If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, the determination of whether or not to reconstruct, repair, or replace and the responsibility therefor, shall be as follows:

(a) If the damaged property is a General Common Element or an easement or right of way benefiting the Condominium Project, the damaged property shall be repaired, rebuilt or replaced, unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary. The Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

(b) If the damaged property is a Unit or Limited Common Element appurtenant to only a single Unit, or any improvement constructed within a Unit or Limited Common Element appurtenant to only a single Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgages or other person having an interest in such property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit or appurtenant Limited Common Element and the improvements located therein to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) If the damaged property is a Limited Common Element appurtenant to more than one Unit, or is any improvement constructed within such Limited Common Element, the following procedure shall apply: (1) the Association shall obtain reliable and detailed estimates of the cost to repair, rebuild or replace the damaged property in a condition as good as that existing before the damage; and (2) the Association shall notify each of the Co-owners and mortgagees of Units to which the Limited Common Element is appurtenant in writing of the damage to the property, the estimated cost to repair, rebuild or replace the damage, and the availability of insurance proceeds to pay for the cost of repairing, rebuilding or replacing the damaged property. If it is possible to repair or rebuild the damaged property

in a condition as good as that existing before the damage, or replace the damaged property, the Association shall make such complete repair or replacement unless, within 20 days after the Association gives the above written notice to the Co-owners and mortgagees, more than 60 percent of the Co-owners of the Units to which the Limited Common Element is appurtenant instruct the Board of Directors not to make such repairs or replacements. If the damaged property is repaired, rebuilt or replaced, all Co-owners of Units to which the Limited Common Element is appurtenant shall be responsible for an equal share of the cost of repair or replacement of the damaged property. If at any time during such repair or replacement the funds for the payment of the cost thereof are not covered by insurance proceeds or are otherwise insufficient, a special assessment for the cost of repair or replacement of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof shall be made on an equal basis against the Units to which the Limited Common Element is appurtenant. If the Association has received or will receive insurance proceeds for the damaged property and the Association does not rebuild or repair the damaged property, the Association shall distribute the insurance proceeds to the Co-owners of the Units to which the Limited Common Element is appurtenant on an equal basis, subject to the rights of any mortgagees of such Units.

(d) Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Architectural Design Board.

**6.04. Eminent Domain.** The following provision shall control upon any taking by eminent domain:

(a) If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements, after taking into consideration any specific loss attributable to a Unit because the condemned Common Element is "limited" in nature. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds of Co-owners in value shall be binding on all Co-owners.

(b) If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall

include, without limitation, just compensation to the Co-owner of the Condominium Unit taken for his undivided interest in the Common Elements as well as for the Condominium Unit.

**ARTICLE VII**

**USE AND OCCUPANCY RESTRICTIONS**

**7.01. Residential Use.** Condominium Units 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 with required approval of the local public authority 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 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: (a) maintaining his personal professional library; (b) keeping his personal business or professional records and accounts; or (c) handling his personal or business telephone calls and correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.

**7.02. Common Areas.** The General Common Element Areas 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 customary purposes incidental to use of the Units; provided, however, that any roadways, stormwater detention basins, storage areas or other common areas designed for a specific use shall be used only for the purposes approved by the Board of Directors of the Association. The use, maintenance and operation of the General Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said common elements.

**7.03. Architectural Control.**

(a) The Association's Board of Directors shall establish a standing committee of the Association known as the Architectural Design Board (herein "Design Board"), comprised of at least three and no more than five persons selected by the Board of Directors. Directors of the Association shall comprise at least a majority of the members of the Design Board. Members of the Design Board shall serve until they resign or are removed

or replaced by the Board of Directors of the Association. The Board of Directors may remove any member of the Design Board at any time, with or without cause.

(b) Except for the buildings, structures and other improvements which presently exist in the Condominium Project, no building, structure or other improvements, including septic tanks, shall be constructed within the perimeters of a Condominium Unit or elsewhere in the Condominium Project, unless plans and specifications therefor, containing such detail as the Association may reasonably require, have first been approved in writing by the Design Board. No exterior modification may be made to any site, building, structure or improvement, including septic tanks, whether presently existing or to be constructed, unless plans and specifications therefor, containing such detail as the Association or the Design Board may reasonably require, have first been approved in writing by the Association or its Design Board. If site modifications are involved, a site grading plan shall be prepared and submitted along with plans and measures for control of soil erosion during the construction process. Construction or modification of any building or other improvements must also receive any necessary approvals from the local public authority. The Association or its Design Board shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit, the location of structures within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

(c) All approvals required by this section shall comply with the following:

(i) **Construction Materials.** All residences and other permitted buildings and structures shall be constructed in a substantial and good workmanlike manner and of new materials. All residences shall be of finished wood, masonry (including brick), log or siding exterior, as approved by the Developer or Design Board upon its format. The front and two sides of the residence must be composed of the same product. All windows shall be constructed of wood and clad with either aluminum or vinyl. Roofs shall be of shingle construction using cedar shingles or architectural grade asphalt shingles. No tile roofs will be permitted. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any residence or other permitted structure on any Units of the Project and no roll roofing of any description or character shall be used on the roof of any residence or other permitted structure on any of said Units. The pitch of all roofs shall not be less than 5/12. All exterior paints, stains and

material colors must be shown as part of the plan submitted for approval, and samples thereof shall be furnished to the Board upon request. All residences shall have a color range selected by the Architectural Design Board.

(ii) **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and terrace level construction:

One story - 1,300 sq. ft.

One and 1/2 story - 1,800 sq ft.

Two story - 1,800 sq. ft.

(iii) **Floor Heights.** All main floor levels of a residence shall be a minimum of eight feet in height, and second floor levels shall be eight feet or more. Below-grade portions of terrace or lower level walls shall be of poured concrete or cement block of not less than eight feet in height. All construction must comply with current applicable state and local building codes and ordinances, and the height of all structures shall also be in compliance with local zoning regulations.

(iv) **Garage and Parking.** All Units must have either a two-car garage or a three-car attached garage, and outside parking for not less than four vehicles on or along the driveway. No detached garages shall be permitted. All two-car garages shall have a minimum dimension of 24' x 24'.

(v) **Other Structure.** No building other than a principal residence may be constructed or occupied within a Unit or used for storage or similar purposes, except that an accessory building with a dimension of no more than 720 square feet may be constructed in the rear yards of Units 14-16, 31-33, 43-46, 51-63, 65-93 with the consent of the Design Board. Any permitted accessory building shall not have a door opening greater than twelve (12) feet in height, nor any building height greater than sixteen (16) feet. The exterior materials of any permitted accessory building must be the same as the residence unless otherwise determined by the Design Board. No gazebo, poolhouse, bathhouse or like structure shall be constructed or used for storage or similar purposes, without the prior written consent of the Design Board. Mailbox location, size, style and design shall be specified by the Design Board.



(vi) **Building Envelope.** No residence shall be located outside of any building envelope shown on the Condominium Subdivision Plan. Accessory buildings shall not be located on common element areas. No residence or accessory building shall be located closer than 35 feet from another residence or accessory building.

(vii) **Driveways and Entry Lighting.** All driveways servicing the Units from the General Common Element roadway shall be at least eighteen (18) feet but not more than 24 feet in width, and shall be primarily of an asphalt or cement surface. The entrance to each residence shall be illuminated with a lighting fixture to be designated by the Design Board and available for purchase by Co-owners. No other street or site lighting shall be permitted except with the approval of the Design Board.

(viii) **Walls, Fences and Hedges.** No fences to enclose or to define property lines of individual Units shall be permitted. Fences or hedges of an approved design and materials may be used, with the consent of the Design Board, to enclose service areas, patios, swimming pools or other areas requiring privacy. Wire or chain link fences are prohibited materials for fencing; wood, masonry or plant materials are permitted materials.

(ix) **Design Professionals.** With the consent of the Board of Directors of the Association, the Design Board may engage one or more architects, community planners, landscapers or other design professionals to assist in the review process to be undertaken by the Design Board and all costs of such persons shall be an expense of administering the Project.

(x) **Procedure.** No Co-owner shall apply to the Township or other governmental authority for a building or construction permit to undertake work which requires the consent of the Developer and/or Design Board hereunder without first obtaining the written approval of the Developer and/or Design Board. The Developer and/or Design Board shall indicate its approval of any plans and specifications by signing and dating each page of such documents. The approval of any plans or specifications shall not be construed as a warranty or guarantee of the viability of the designs represented therein.

The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Notwithstanding the foregoing, during

the Development Period, the Developer may construct or approve the construction of dwellings or other improvements within the Condominium Project without the necessity of prior consent from the Association or Design Board or any other person or entity, subject only to the express limitations contained in the Condominium Documents; provided, however, that all such dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere in the Condominium Project. Any consent obtained from the Developer pursuant to this paragraph shall have the same legal significance as consent obtained from the Association or its Design Board in Section 7.03(b).

**7.04 Developer's Reserved Rights.** During the Development Period, no buildings, fences, walls, retaining walls, drives, walks, docks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including color and design) except interior alterations which do not affect structural elements of any Units, nor shall any hedges, trees, or substantial plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony thereof with the Condominium as a whole. The Developer shall have the right, in its sole discretion, to reject any builder selected by a Co-owner who is not in the Developer's opinion suitable or desirable for the Project. The purpose of this section is to assure the continued maintenance of the Condominium Project as a beautiful and harmonious residential development, and shall be binding upon both the Association, its Design Board, and upon all Co-owners.

The restrictions contained in this Article VII shall not 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. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, advertising display signs, storage areas and reasonable parking

incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer.

The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private and residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom it 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 shall have the right to enforce these Bylaws throughout the Development Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited hereby.

**7.05 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) **Trash.** All trash shall be kept inside a garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

(b) **Maintenance of Units and Residences.** No Unit and no residence shall be permitted to become overgrown, unsightly or to fall into disrepair. All residences and accessory buildings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Design Board. Each Co-owner of the Project, for himself and his successors and assigns, hereby grants to the Association, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Design Board to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects condominium assessments pursuant to Article V, above, and such amounts shall become a lien upon the Unit as provided in Article V.

(c) **Landscaping.** The Units shall be landscaped according to plans approved by the Architectural Design Board. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. All landscaped areas shall be watered with an underground sprinkling system.

Each Unit owner may leave portions of his or her Unit in a natural state, but landscaped portions of a Unit must be completed within ninety (90) days after occupancy of the residence constructed within a Unit, weather permitting. If any Co-owner does not maintain a landscaped area to the satisfaction of the Association, the Association may require the owner to hire a professional lawn care service to do the work and the Association, after written warning served on the Unit owner, may contract to have the work performed at such owner's expense.

(d) **Radio and Television Antennas.** No free-standing radio or television antenna shall be permitted on any Unit. No television receiving disk or dish shall be permitted in any Unit unless: (1) they do not exceed 18" in diameter and are located on the rear elevation of a porch roof; (2) they are located in the rear yard and shielded by landscaping from the view of other Units in the Project; or (3) they are permitted under other conditions approved by the Design Board.

(e) **Drilling, Refining, Quarrying and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit.

(f) **Animals.** No savage, dangerous or farm animal or birds shall be kept in the Project and no animal may be kept or bred for any commercial purposes. Domestic house pets permitted under the provisions of this sub-paragraph shall be kept only in compliance with the Rules of Conduct 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 any Unit except the Unit owned by the owner of such animal, and the owner of such animal shall be responsible for cleaning up after the animal when it runs outside the owner's Unit boundaries. The Association may, without liability to the owner thereof, remove or cause any animal to be removed from the Project which it determines to be in violation of the restrictions imposed by this sub-paragraph. Any person who causes or permits any animal to be brought or kept in the Condominium 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 in the Condominium Project. The Association may, after notice and hearing, specially assess the Co-owner of any Unit for any expenses incurred by the Association as a result of damage caused to the common elements or to another person, animal or property by the Co-owner's animal or by any other animal the Co-owner, or his tenants, or guests, bring into the Condominium Project.

(g) **Private Roadways.** None of the roadways within the Project have been dedicated to the public, nor constructed in accordance with the standards governing public roads. If for any reason it is desired that the roadways of the Project are to be dedicated to

the public, all costs involved in upgrading and dedicating the roadways within the Project shall be borne by the Co-owners of the Project and not by the Township.

(h) **Individual Water Supply System.** No individual water supply system shall be installed, maintained or used on any Units in the Project, except in conformance with the following requirements of the Kent County Health Department ("KCHD"):

(1) Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence on the Unit and for irrigation purposes, swimming pools, or other nondomestic uses on the Unit.

(2) It will be the responsibility of the Co-owner to install and maintain the water supply system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the Association will have any responsibility with respect to the same.

(3) A permit from the KCHD is required prior to the installation or major repair of any on-site water supply. As part of the application the KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways, and other significant details.

(4) All wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet. This overburden to be located greater than twenty five (25) feet below the ground surface.

(5) All wells are to be grouted in accordance with the Michigan Department of Environmental Quality water well grouting requirements.

(6) Test wells within the development indicate the water supply wells range from 57 feet to 60 feet deep.

In the event a public water supply is made available to service the Project, all Units shall connect to the public water supply; provided, however, that all residences which have received a certificate of occupancy from the relevant governmental authority prior to the date the public water supply is made available for hook up may continue to use their respective individual water supply system until the same fails or becomes obsolete. In no

*Ronnie DeYoung*  
1/22/97

case shall the co-owner of a Unit be permitted to drill a new water well within the Project once a public water supply is made available to service the Project.

All water wells shall be located within the boundaries of individual Condominium Units; provided however, that if conditions do not permit the installation of a private water well within a Unit, then the Township may allow such facilities to be located outside of the dimensions of a Unit, within the Common Element areas, provided that such location does not unreasonably impair the use and enjoyment of the surrounding Common Element areas and does not produce an adverse effect upon adjacent or nearby lands or surface waters, or upon wetlands within the Project. No use of a Common Element area by a Co-owner for the foregoing purpose shall be permitted without the prior consent by the Association, as expressed by a master deed amendment which converts the subject areas into Limited Common Element areas for the designated purpose.

(i) **Individual Sewage Systems.** All residential dwellings must be served by an adequate sewage disposal system. Permits for the installation of sewage disposal systems must be obtained from the Kent County Health Department ("KCHD") prior to any construction on the individual building sites. Each such sewage disposal system shall be utilized for disposition of human metabolic waste only and not for processed waste of any sort.

Except as otherwise approved by the Developer and the KCHD, all septic systems and drainfields will be located on the Unit not closer than ten (10) feet to the Unit boundary line. It will be the responsibility of the Co-owner to install and maintain the septic system in good working order and to comply with all applicable governmental regulations. Neither the Developer nor the Association will have any responsibility with respect to the same.

With the application to obtain a permit from the KCHD for a septic tank and drainfield, the Co-owner must submit a lot development plan drawn to scale which will locate the Unit, private drives and rights-of-way, utilities, unit lines, building site and proposed well and septic locations. As part of the application the KCHD may require a topographical map showing existing and proposed contours. Contour intervals shall not exceed 2 feet. Site modification in the area of the initial and replacement wastewater disposal systems (drainfields) may also be required by the KCHD., which would typically include soil removal and backfill with approved washed sand (2NS), or raised mound type systems.

ENVIRONMENTAL HEALTH DIVISION  
 KENT COUNTY HEALTH DEPARTMENT  
 700 FULLER, N.E.  
 GRAND RAPIDS, MICHIGAN 49503  
 PHONE: 336-3089

*Bruce Lee Gony*  
 1/22/97

Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system will not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the KCHD.

All septic tanks and drainfields shall be located within the boundaries of individual Condominium Units; provided however, that if soil conditions do not permit the installation or replacement of a septic tank(s) and/or drainfield within a Unit, then the Township may allow such facilities to be located outside of the dimensions of a Unit, within the Common Element areas, provided that such location does not unreasonably impair the use and enjoyment of the surrounding Common Element areas and does not produce an adverse effect upon adjacent or nearby lands or surface waters, or upon wetlands within the Project. No use of a Common Element area by a co-owner for the foregoing purposes shall be permitted without the prior consent by the Association, as expressed by a master deed amendment which converts the subject areas into Limited Common Element areas for the designated purposes.

(j) **Improvements.** Before any residence on any Unit in this Project shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Unit shall install improvements serving such Unit as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. Prior to the issuance of a building permit for a dwelling upon any of the units within the Development, a site grading plan for such unit or units shall be prepared and submitted along with plans and measures for control of soil erosion during construction and thereafter shall be reviewed and approved by the Township Building Inspector. Among other matters, the site grading plan shall accurately show the drainage and flow of stormwater on each unit, in sufficient detail for appropriate evaluation by the Township. All units shall be developed only in accordance with the site grading plan as approved by the Township Building Inspector.

(k) **Swing Sets and Play Equipment.** No swing sets or children's play equipment will be permitted in the front yard of any Unit. Children's swing sets or play equipment shall be constructed primarily of wood.

(l) **Time for Building Completion.** A residence which conforms with the requirements of these Bylaws shall be constructed within a Unit within twenty four (24) months after the initial sale of such Unit from the Developer. All construction within the

Project shall be diligently pursued once commenced, and every residence shall be completed within twelve (12) months after the commencement of construction.

(m) **Restoration.** No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

(n) **Single Owner Contiguous Units.** Whenever two (2) or more contiguous Units in the Project shall be owned by the same person, and such Co-owner shall desire to use two (2) or more of said Units as a site for a single residence, he shall apply in writing to the Architectural Design Board or Board of Directors of the Association for permission to so use said Units. If permission for such a use shall be granted, the Units constituting the site for such single residence shall be treated as a single Unit for the purpose of applying these restrictions to said Units, so long as the Units remain improved with one single residence.

(o) **Dwelling Unit Exterior.** All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner.

(p) **Fires.** No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any roadway in the Project. No outside incinerators shall be kept, allowed or used on any Unit nor may trash be disposed of by burning on any Unit.

(q) **Storage.** The Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash), without the prior written consent of the Association. No activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which would despoil the appearance of the Condominium.

(r) **Changes.** No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make changes to the exterior appearance of his residence, or other improvements located within the perimeters of his Unit without prior approval of the Association or its Architectural Design Board. No Co-owner shall in any way restrict access to any utility line or other Common Element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way, without the prior written consent of the Association.



(s) **Nuisances.** No nuisances shall be permitted on the Condominium Project 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. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family or any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Project.

(t) **Activities.** No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Project, 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 Board. In the event the Board consents to an activity which increases the rate of insurance for the Project, the Board shall specially assesses the Co-owner for any increased cost of insurance. 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.

(u) **Advertising.** No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, except "for sale" signs for individual residences, without the prior written permission of the Association.

(v) **Vehicles.** No maintenance or repair shall be performed on any boat, watercraft (including personal watercraft) or vehicle except within a garage or residence where totally isolated from public view. The number of automobiles or other vehicles customarily used for transportation purposes which may be kept in a Unit outside of a closed garage or elsewhere in the Condominium Project by those persons residing in any Unit may be limited by Rules of Conduct adopted by the Association; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time outside of a closed garage. No semi-trucks shall be parked in or about the Project except for the making of deliveries or pick-ups in the normal course of business. No recreational vehicles, boats or trailers shall be parked outside of a garage, except for temporary storage for no more than three (3) days, or stored in any garage if such storage would prevent full closure of the door thereto, without the written approval of the Association, and no snowmobile, dirt bike, go-cart, all-terrain vehicle or other motorized recreational vehicle shall be operated within the Project.

(w) **Wetlands.** The Project contains regulated wetlands. Except as otherwise provided by the Michigan Goemaere-Anderson Wetland Protection Act (P.A.1979,

No. 203, as amended), or by a permit obtained from the appropriate governmental authority, a person shall not: (1) Deposit or permit the placing or fill material in the wetland; (2) Dredge, remove or permit the removal of soil or minerals from the wetland; (3) Construct, operate or maintain any use or development in the wetland; or (4) Drain surface water from the wetland.

(x) **Fertilizers and Pollutants.** Only nonphosphate fertilizers shall be used on any of the lands within the Development. Oil, gasoline, other petroleum products, or other contaminating fluids or materials shall not be disposed of or discharged on or in any of the lands in the Development.

(y) **Arbitration and Hearing.** Absent an election to arbitrate pursuant to Article X 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.

(z) **Construction.** The restrictions hereby placed upon the Condominium Project will not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of adjacent lands owned by Gerald and Barbara Grooters, or the Developer, unless, until and only to the extent such land is included in this Project by amendment.

**7.06. Rules of Conduct.** Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least ten (10) days prior to their effective date, and may be revoked at any time by the affirmative vote of more than a majority of all Co-owners in value.

**7.07. Remedies on Breach.** A default by a Co-owner shall entitle the Association to the following relief:

(a) Failure to comply with any restriction on use and occupancy contained herein or of any other term or provision of the Condominium Documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien or any other remedy which in the sole discretion of the Board of Directors is appropriate to the nature of the breach as may be set forth in the Condominium Documents including, without limitation, the discontinuance of services upon seven days notice, the

levying of fines against Co-owners after notice and hearing thereon and the imposition of late charges for non-payment of assessments. All such remedies shall be deemed to be cumulative and shall not be considered as an election of remedies.

(b) In a proceeding arising because of an alleged default by a Co-owner, the Association, if successful, may recover the cost of the proceeding and such actual attorneys fees as may be determined by the court.

(c) The failure of the Association to enforce any right, provision, covenant or condition which is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

(d) Notwithstanding the foregoing, the Developer reserves the exclusive right and option to repurchase a Unit from any Co-owner who fails to comply with Section 7.05(l) above, by the Developer paying to such Co-owner at any time prior to the completion of a residence within the Unit, the purchase price which such Co-owner paid to acquire the Unit, together with an amount equal to the Developer's estimate of the reasonable value of any improvements constructed within the Unit. Upon receipt of such amounts, the Co-owner shall convey marketable title to the Unit by warranty deed in statutory form to the Developer.

## ARTICLE VIII

### MORTGAGES

8.01. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (a) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Owners; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision which is related thereto.

8.02. Notice of Insurance. The Association shall notify each mortgagee appearing in said book of the name and each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

8.03. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Condominium Unit:

## ARTICLE IX

### LEASES

9.01. Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. A Developer proposing to rent Condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

9.02. Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall so state.

9.03. Remedies. If the Association determines that any tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

**9.04. Assessments.** When a Co-owner is in arrearage 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 such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

## ARTICLE X

### ARBITRATION

**10.01. 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.

**10.02. 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 or Co-owner 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.

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

## ARTICLE XI

### 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 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, 180 days after the conclusion of the Development Period as defined in Article III of the Master Deed. 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 that 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 or interests 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 XII

### ASSESSMENT OF PENALTIES

**12.01 General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations, shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Project.

**12.02 Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

**12.03 Relief.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the Board shall determine what relief to pursue against the defaulting Co-owner under Section 7.07 of these Bylaws. If the Board chooses to fine a Co-owner, it shall

determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars (\$100) per occurrence.

**12.04. Continuing Violation.** In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation determination without the necessity of a further hearing or hearings thereon.

**12.05. Collection.** The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the regular condominium assessment, unless the Board sets another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

### ARTICLE XIII

#### MISCELLANEOUS PROVISIONS

**13.01. Severability.** In the event that any of the terms, provisions, or covenants of these By-Laws or any Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13.02. Notices.** Notices provided for in the Act, Master Deed or these By-Laws shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may be designated by the Co-owner in writing. All notices to the Association shall be sent to the registered office of the Association. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

**13.03. Amendment.** These By-Laws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of River Bend,



except that no amendment, alteration, change, addition or deletion may be made to Sections 7.03(x), 7.05 (j) or 7.05(x) without the prior written consent of the Township.

**ARTICLE XIV**

**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:

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- (b) these Bylaws;
- (c) the Articles of Incorporation of the Association;
- (d) the Association Bylaws;
- (e) the Rules of Conduct of the Association.

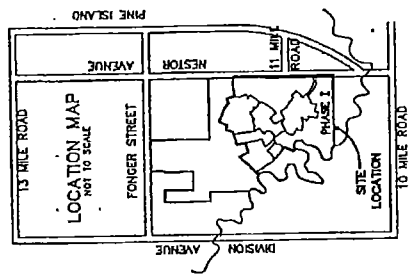




201 PG 455



SCALE 1"=120'



LEGEND

- PLACED IRON STAKE
- PLACED CONCRETE MONUMENT
- (XX) MEASUREMENT TO EDGE OF RIVER
- (XX) MEASUREMENT TO  $\frac{1}{2}$  OF RIVER
- APPROXIMATE FLOODPLAIN ELEVATION
- - - - - EDGE OF WATER
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENTS

SURVEYORS NOTE:

1. AT DATE OF SURVEY THE ROUGE RIVER WAS AT THE ABOVE SHOWN ELEVATION. BLANKS WERE OBTAINED TO ESTABLISH LOCATIONS SHALL BE CONSIDERED APPROXIMATE.



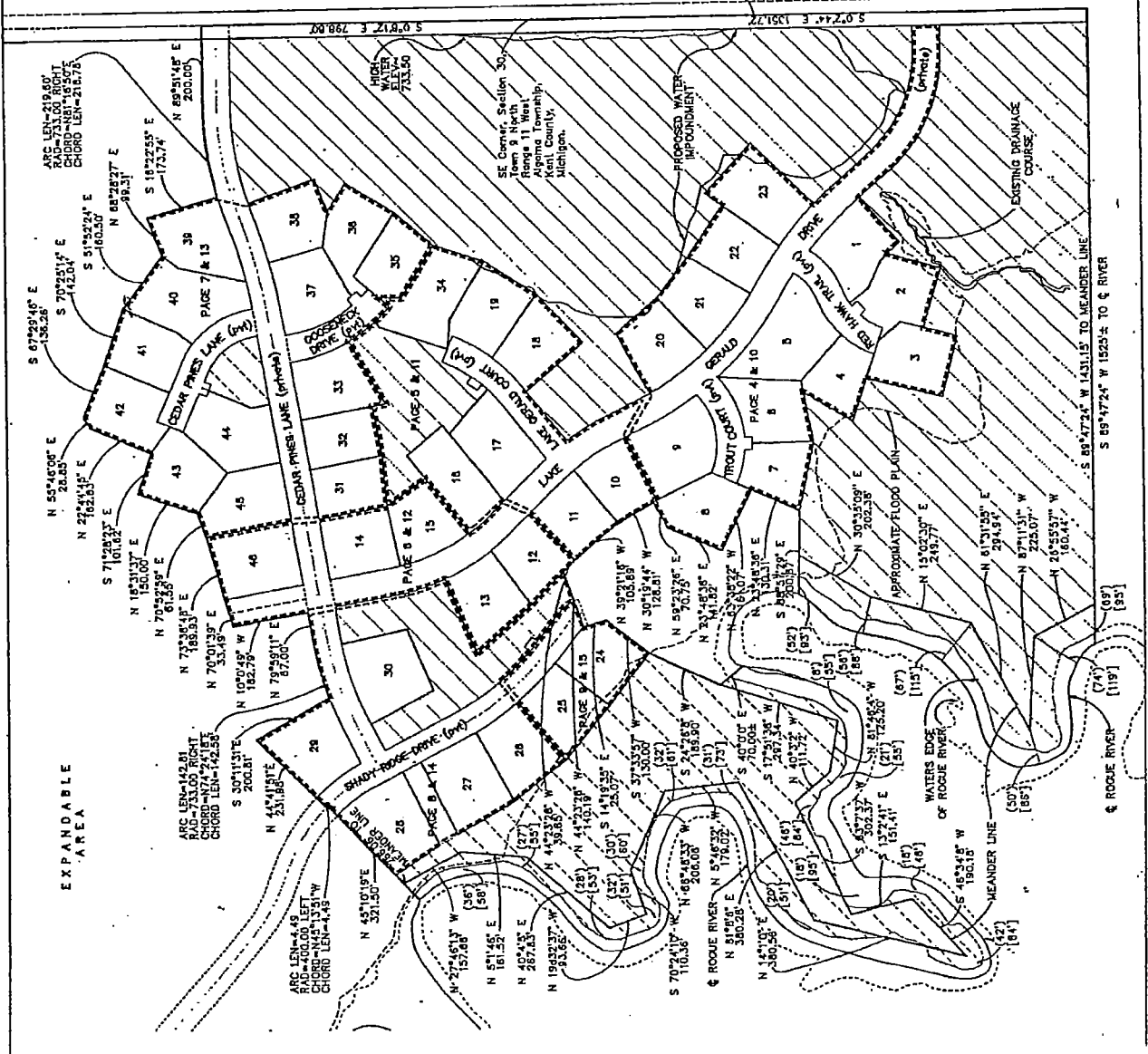
*Patrick McCleary*  
 PROFESSIONAL SURVEYOR  
 STATE OF MICHIGAN  
 No. 15018  
 MOORE & BRUGGINK, INC.  
 2020 MONROE AVENUE, NW  
 GRAND RAPIDS, MICHIGAN 49505

SURVEYOR'S CERTIFICATE

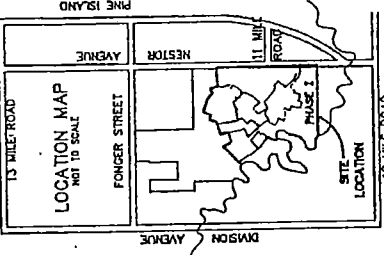
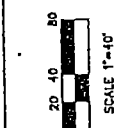
I, J. Patrick McCleary, Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as Kent County Condominium Subdivision, represents a survey of the ground made under my direction, that there are no existing encroachments upon the lands and property herein described; that the required monuments and iron markers have been located in the ground as required by rule promulgated under Section 142 of Act No. 59 of the Public Acts of 1927, and as shown, are noted on the drawings and are correct under the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1927.

RIVER BEND  
 SURVEY PLAN  
 PHASE I, UNITS 1 THROUGH 46

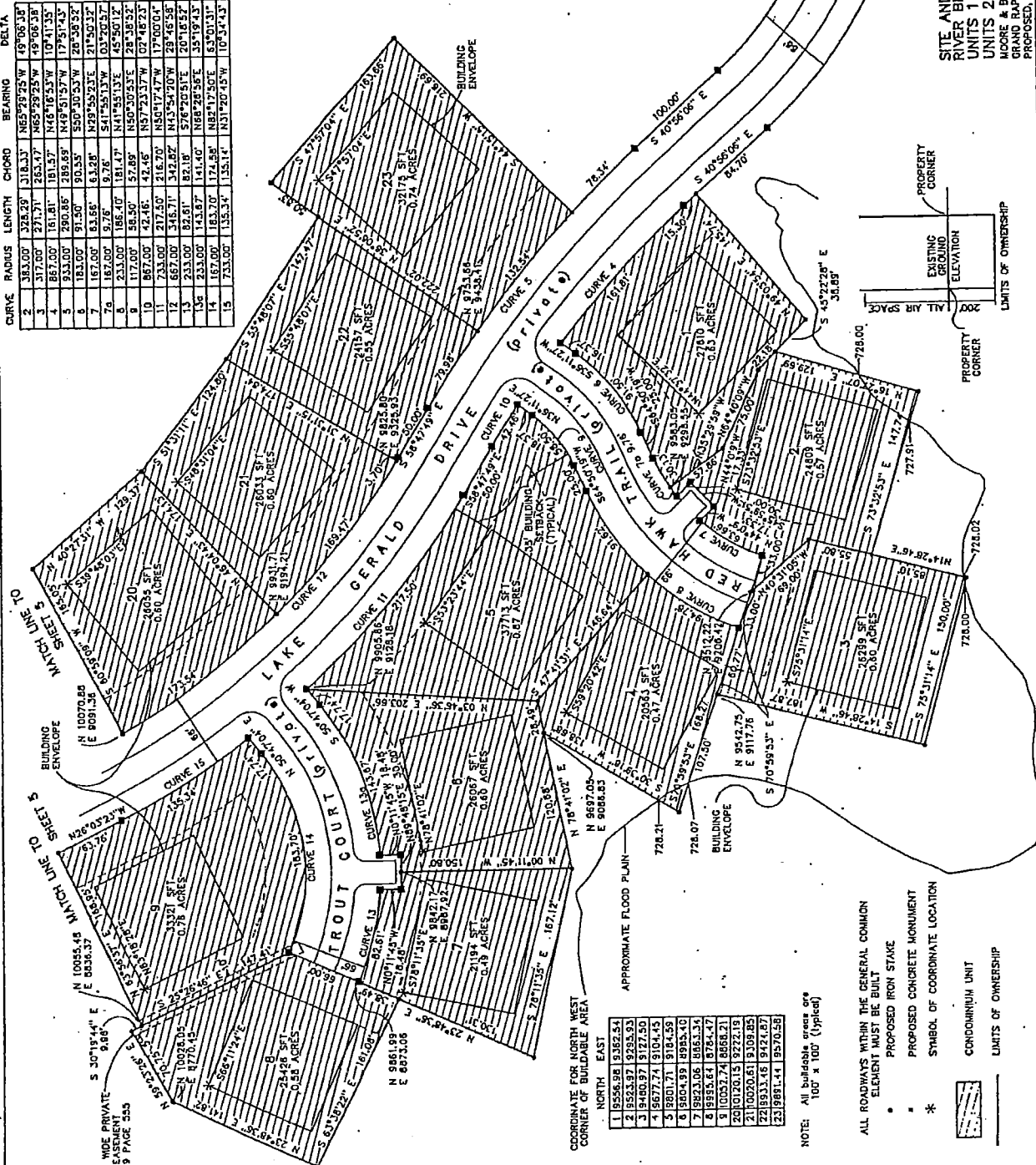
MOORE & BRUGGINK, INC. 2020 MONROE AVENUE, NW  
 GRAND RAPIDS, MICHIGAN 49505  
 PROPOSED, 1/5/98



LUBER 4261 PD 456



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
2	383.00	378.29	318.17	N52°29'25"W	49°06'38"
3	377.00	271.71	253.47	N62°59'25"W	49°06'38"
4	377.00	161.81	151.57	N42°16'53"W	10°41'35"
5	353.00	204.85	186.58	N42°51'57"W	17°51'43"
6	183.00	81.50	80.53	S50°10'53"W	28°29'52"
7	187.00	83.56	83.28	N29°45'03"E	21°50'13"
8	233.00	98.40	97.78	N41°45'13"E	45°50'12"
9	177.00	85.90	84.87	N50°30'53"E	28°48'23"
10	387.00	42.46	42.46	N57°33'17"W	02°48'23"
11	387.00	272.90	216.30	N43°17'47"W	17°00'04"
12	353.00	345.71	322.87	N43°54'20"W	29°45'58"
13	233.00	82.97	81.80	N68°20'51"E	20°18'54"
14	187.00	83.50	83.50	N88°17'50"E	35°19'43"
15	233.00	135.54	135.14	N51°20'45"W	10°34'43"



**SITE AND SURVEY PLAN**  
**RIVER BEND**  
**UNITS 1 THROUGH 9**  
**UNITS 20 THROUGH 23**  
 MOORE & BRUGGINK, INC. 2020 LORANCE AVENUE, NW  
 GRAND RAPIDS, MICHIGAN 49503  
 PROPOSED: 1/29/25

	NORTH EAST
1	18556.88 9362.54
2	18523.87 9295.93
3	18400.97 9127.50
4	18677.74 9104.45
5	18201.71 9164.59
6	18004.99 8995.40
7	18223.06 8865.34
8	18935.64 8784.47
9	18053.74 8668.21
20	10120.15 9222.19
21	10020.61 9109.85
22	18933.46 9424.87
23	18981.44 9570.55

NOTE: All buildable areas are 100' x 100' (typical)

- ALL ROADWAYS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT
- PROPOSED CONCRETE MONUMENT
- PROPOSED IRON STAKE
- \* SYMBOL OF COORDINATE LOCATION
- CONDOMINIUM UNIT
- LIMITS OF OWNERSHIP

LIMITS OF OWNERSHIP

EXISTING GROUND ELEVATION

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

PROPERTY CORNER

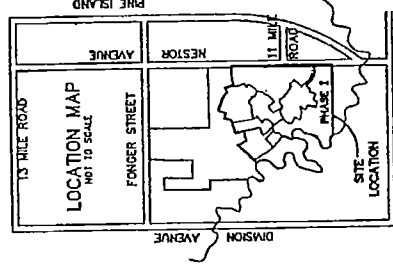
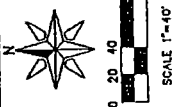
LIBER 4261 PG. 457

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
15	567.00	34.43	34.43	N 67°32'00" W	0°32'28"
16	533.00	54.83	54.78	N 51°59'21" W	10°11'53"
17	433.00	216.50	214.25	N 35°52'17" E	28°33'32"
18	367.00	78.59	79.53	S 27°59'51" W	7°42'29"
19	367.00	16.72	16.72	S 90°00'00" W	0°00'00"
20	467.00	59.25	59.21	N 39°38'38" W	0°18'10"
21	467.00	140.16	139.56	S 54°39'03" E	17°11'19"
30	395.00	123.39	127.29	N 59°47'55" W	19°12'25"

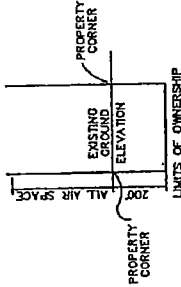
COORDINATE FOR NORTH WEST CORNER OF BUILDABLE AREA

NORTH	EAST	
10	10160.76	6811.77
11	10246.30	6726.70
16	10576.91	6855.16
17	10465.14	6895.75
18	10356.72	6740.65
19	10445.74	6743.00
24	10569.27	6266.35

NOTE: All buildable areas are 100' x 100' (typical)

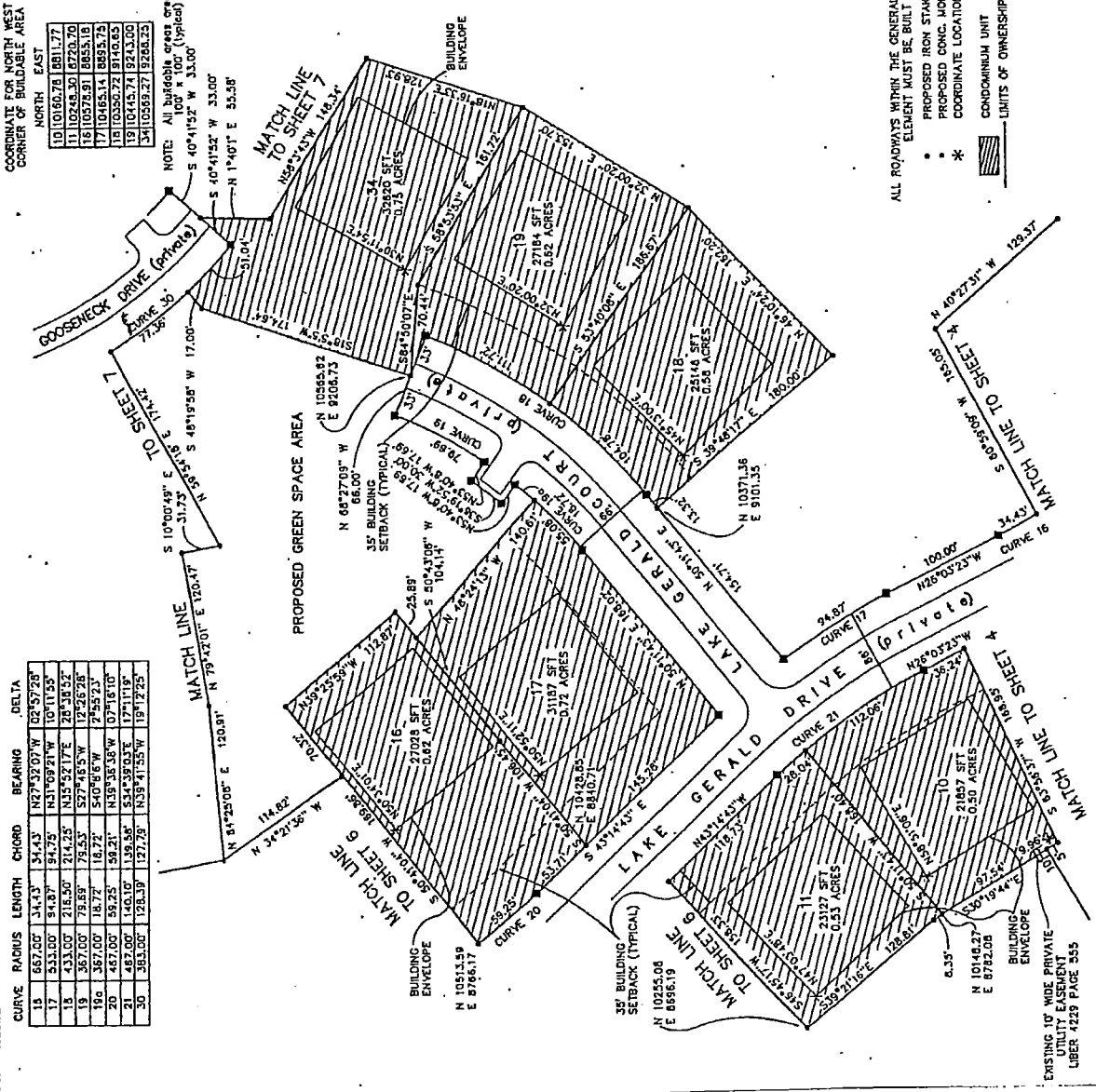


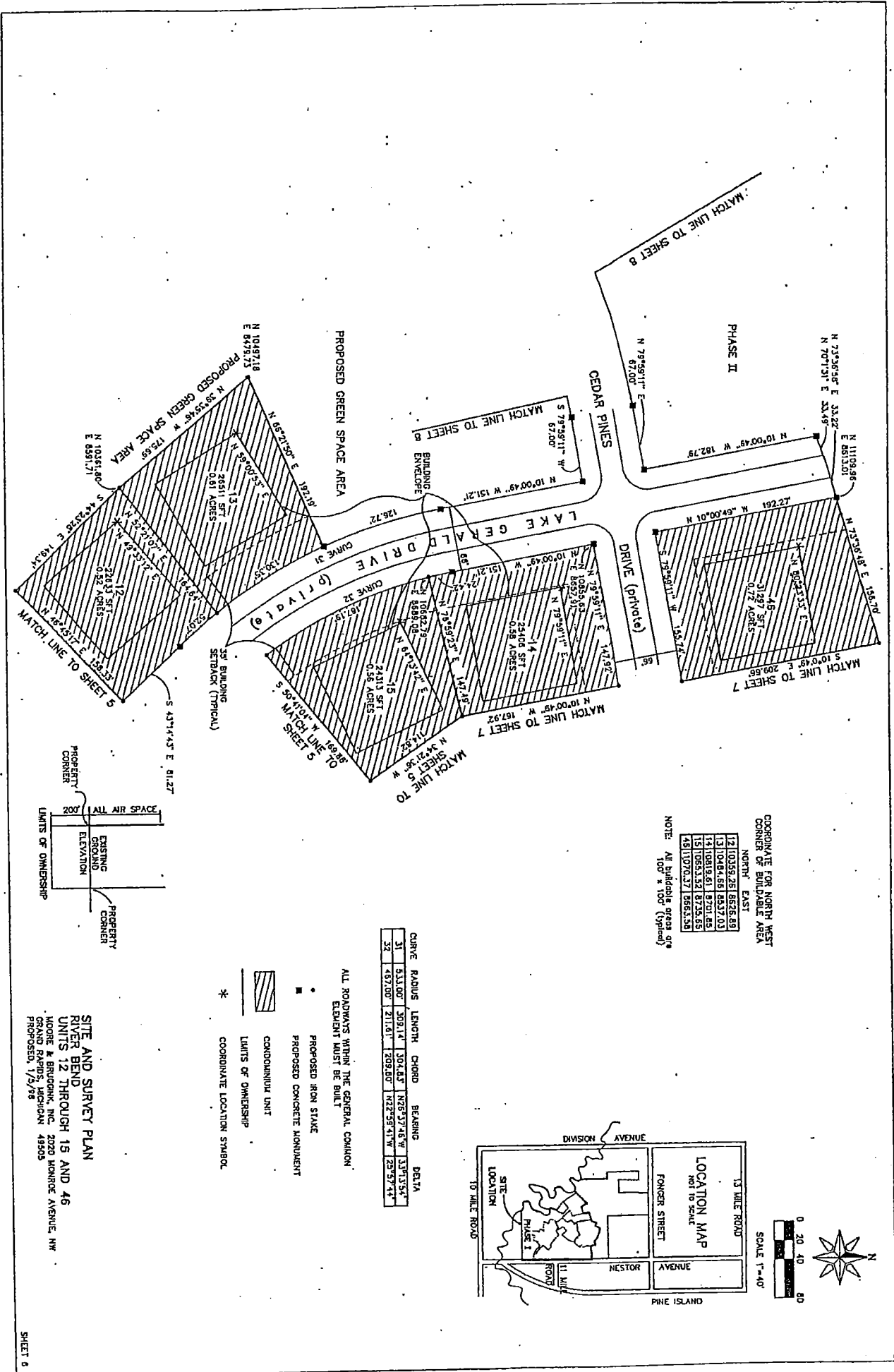
SE Corner, Section 36, Township 9 North, Range 1 West, Algoma Township, Montcalm County, Michigan  
 N 10356.4030  
 E 9997.5471



SITE AND SURVEY PLAN  
 RIVER BEND  
 UNITS 10 AND 11  
 UNITS 16 THROUGH 19 AND 34  
 ADDRESS: 2030 HORRRE AVENUE, NW  
 ALGOMA TOWNSHIP, MONTCALM COUNTY, MICHIGAN 49505  
 PROPOSED: 1/3/98

- ALL ROADWAYS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT
- PROPOSED IRON STAKE
- PROPOSED CONC. MONUMENT
- \* COORDINATE LOCATION SYMBOL
- CONDOMINIUM UNIT
- LIMITS OF OWNERSHIP





COORDINATE FOR NORTH WEST CORNER OF BUILDABLE AREA

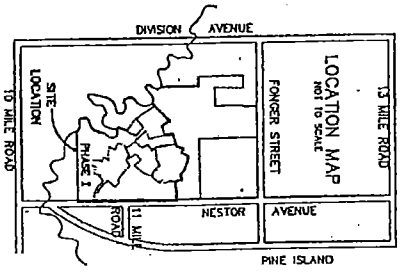
NORTH	EAST
1210352.26	68532.88
1310484.65	69377.03
1410616.04	67018.92
1510551.32	67252.93
1610702.7	68523.58

NOTE: All buildable areas are 100' x 100' (approx)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
31	533.00'	309.14'	304.83'	N26°57'45"W	13°13'54"
32	467.00'	211.61'	209.80'	N22°58'51"W	23°57'44"

- ALL ROADWAYS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT
- PROPOSED IRON STAKE
  - PROPOSED CONCRETE MONUMENT
  - ▨ CONDOMINIUM UNIT
  - ▩ LIMITS OF OWNERSHIP
  - \* COORDINATE LOCATION SYMBOL

**SITE AND SURVEY PLAN**  
 RIVER BEND  
 UNITS 12 THROUGH 15 AND 46  
 MOORE & BRUGHAK, INC. 2020 MONROE AVENUE, NW  
 GRAND RAPIDS, MICHIGAN 49505  
 PROPOSED 1/3/98





Patrick McCloskey  
Professional Surveyor No. 16048  
MOORE & BRUCONK, INC.  
2020 MONROE AVENUE, NW  
GRAND RAPIDS, MICHIGAN 49505

DATE: January 16, 1998

BUILDING ENVELOPES

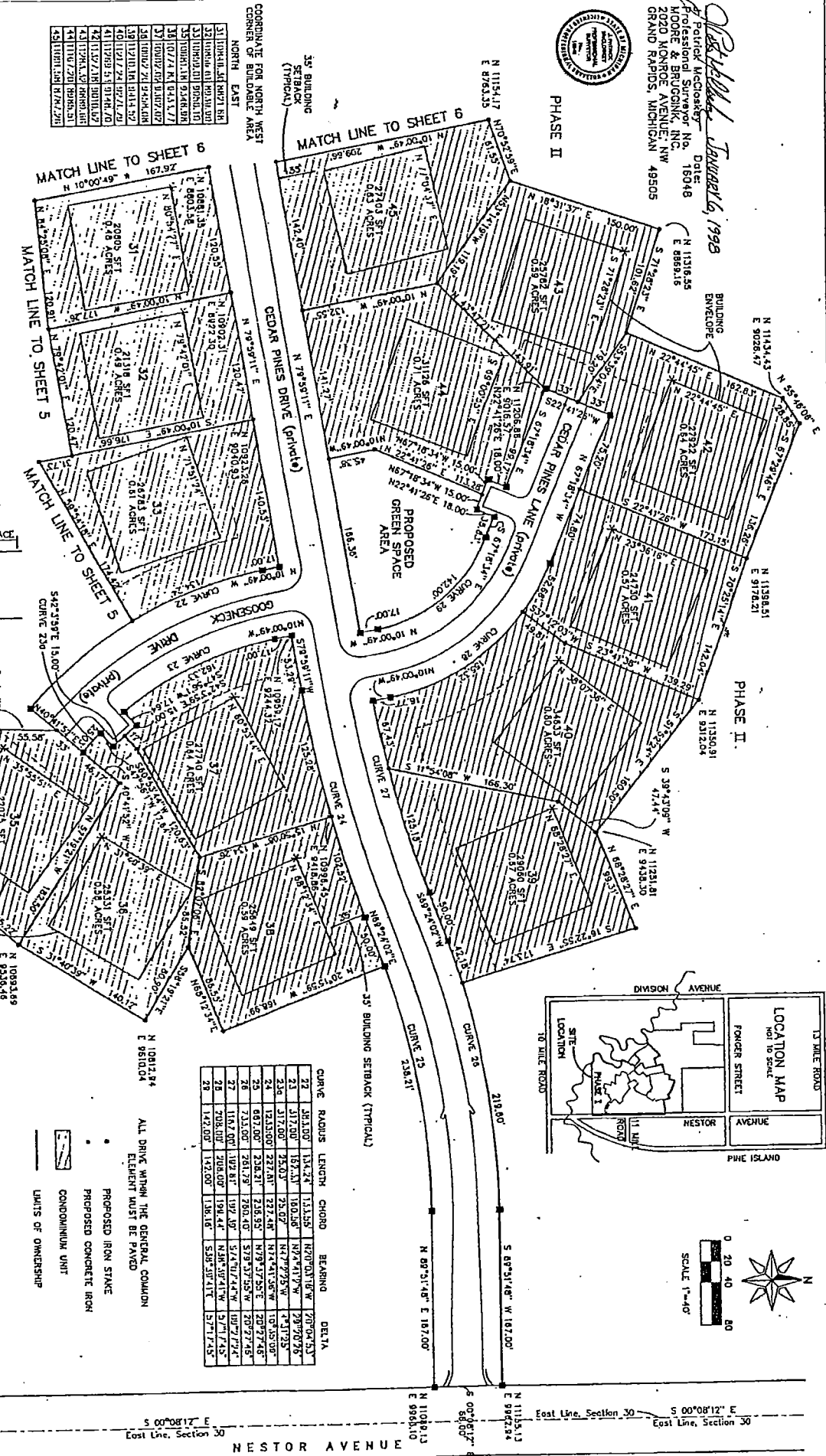
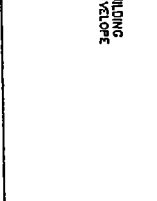
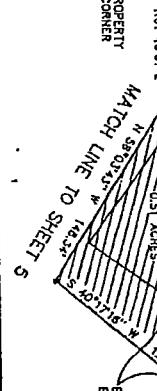
PHASE II

PHASE II

**SURVEYOR'S CERTIFICATE**  
I, Patrick McCloskey, Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as Kent County Condominium Subdivision Plan No. 1, a survey of the ground made by me or under my direction, that there are no existing encumbrances upon the lands and property herein described, that the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of Public Acts of 1976; that the bearings, as shown, are taken on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1976.

COORDINATE FOR NORTH WEST CORNER OF BUILDABLE AREA NORTH EAST

31	N 108°11'31.72" E	167.67
32	N 108°11'31.72" E	167.67
33	N 108°11'31.72" E	167.67
34	N 108°11'31.72" E	167.67
35	N 108°11'31.72" E	167.67
36	N 108°11'31.72" E	167.67
37	N 108°11'31.72" E	167.67
38	N 108°11'31.72" E	167.67
39	N 108°11'31.72" E	167.67
40	N 108°11'31.72" E	167.67
41	N 108°11'31.72" E	167.67
42	N 108°11'31.72" E	167.67
43	N 108°11'31.72" E	167.67
44	N 108°11'31.72" E	167.67
45	N 108°11'31.72" E	167.67



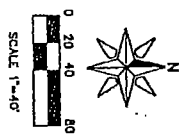
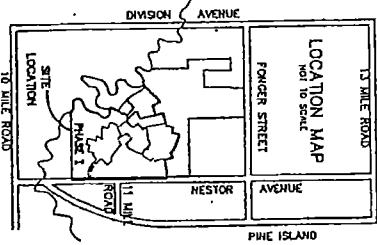
CURVE RADIUS LENGTH CHORD BEARING DELTA

22	317.00'	134.24'	113.55'	N27°04'12" W	270°04'52"
23	317.00'	152.11'	150.26'	N7°44'11" W	270°07'25"
24	317.00'	252.03'	252.07'	N1°44'15" W	10°15'00"
25	1233.00'	222.81'	227.48'	N1°44'15" W	10°15'00"
26	687.00'	238.31'	235.95'	N79°37'55" W	209°27'46"
27	1162.00'	102.81'	192.42'	S74°49'44" W	109°27'24"
28	208.00'	208.00'	198.44'	N38°30'41" W	57°17'45"
29	142.00'	142.00'	136.16'	S38°30'41" E	57°17'45"

ALL DRIVE WITHIN THE GENERAL COMMON ELEMENT MUST BE PAVED

- PROPOSED IRON SINK
- PROPOSED CONCRETE IRON
- CONDOMINIUM UNIT
- LIMITS OF OWNERSHIP

**SITE AND SURVEY PLAN**  
RIVER BEND SITE CONDUMINIUMS  
UNITS 31 THROUGH 35  
UNITS 36 THROUGH 45  
MOORE & BRUCONK, INC. 2020 MONROE AVENUE, NW  
GRAND RAPIDS, MICHIGAN 49505  
PROPOSED, 1/5/98

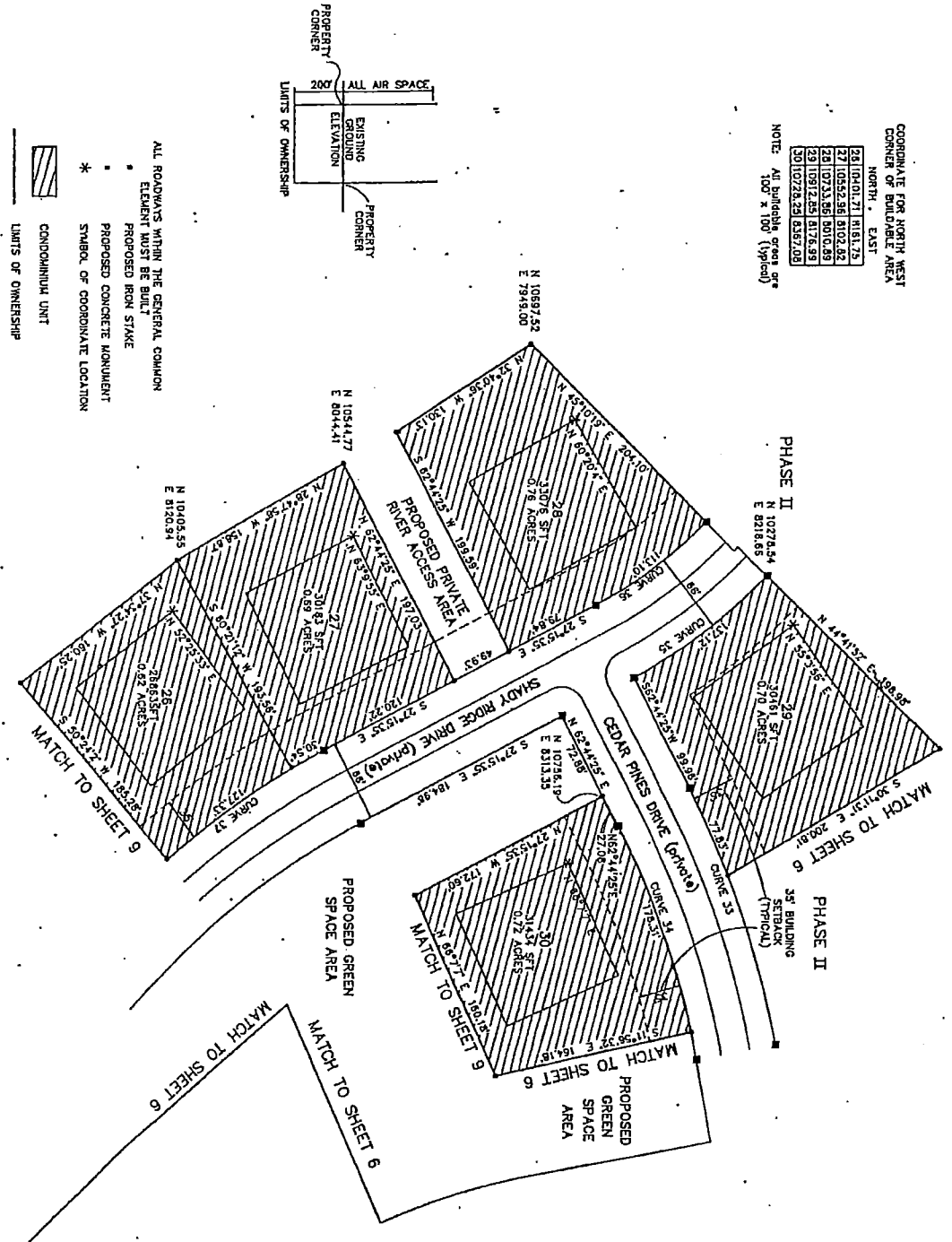




COORDINATE FOR NORTH WEST  
CORNER OF BUILDABLE AREA  
NORTH - EAST

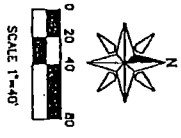
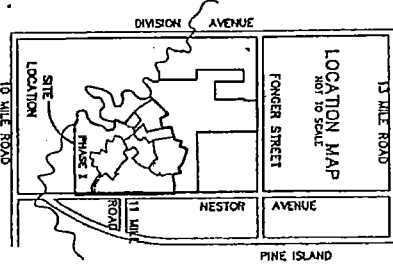
5910240.71	8181.73
5910252.98	8102.82
5910253.98	8010.83
5910252.98	8176.83
5910278.29	8357.09

NOTE: All buildable areas are  
100' x 100' (typical)



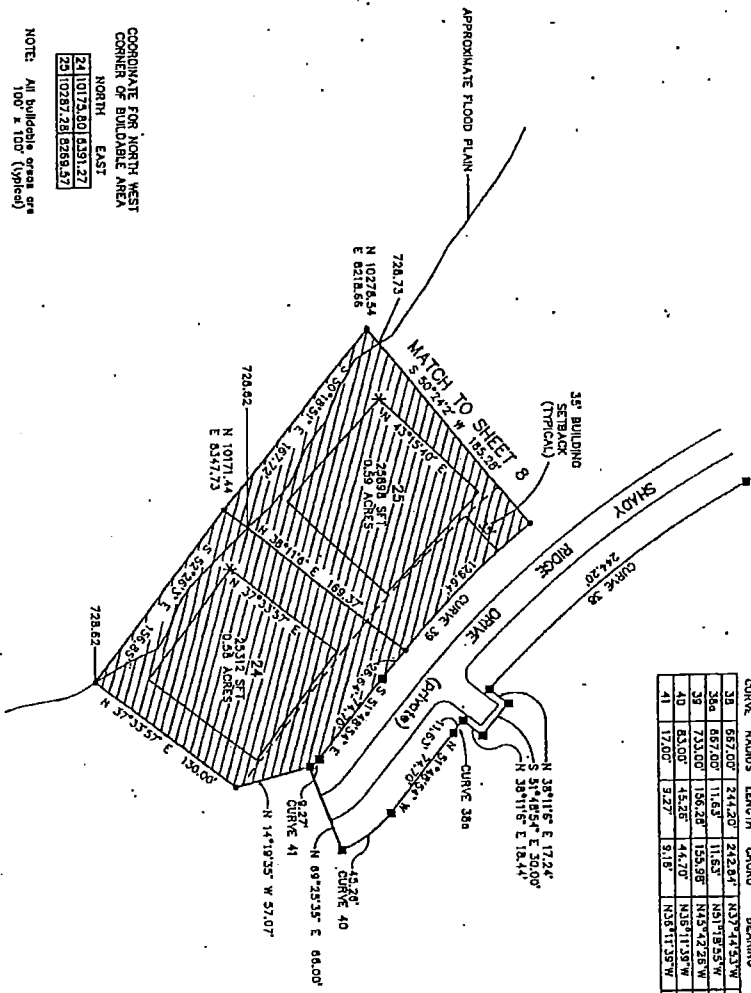
ALL ROADWAYS WITHIN THE GENERAL COMMON  
ELEMENT MUST BE BUILT  
PROPOSED IRON STAKE  
PROPOSED CONCRETE MONUMENT  
\* SYMBOL OF COORDINATE LOCATION  
CONDOMINIUM UNIT  
LIMITS OF OWNERSHIP

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
31	723.00'	220.63'	1319.80'	N71°21'48"E	107°14'48"
32	687.00'	208.27'	1200.00'	N71°21'48"E	17°14'48"
34	433.00'	137.12'	118.55'	N38°47'41"W	18°08'58"
35	387.00'	113.00'	112.64'	N38°51'17"W	17°49'25"
37	723.00'	157.87'	157.56'	N33°29'46"W	12°20'23"



**SITE AND SURVEY PLAN**  
RIVER BEND  
UNITS 26 THROUGH 30  
MOORE & BRUDENRICK, INC. 2020 MONROE AVENUE, NW  
GRAND RAPIDS, MICHIGAN 49505  
PROPOSED 1/3/98

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
38	657.00'	244.20'	242.54'	N37°44'53" W	20°58'58"
39	657.00'	116.3'	116.3'	N51°19'55" W	0°58'58"
39	733.00'	156.28'	155.98'	N45°42'28" W	17°12'28"
40	83.00'	45.58'	44.70'	N35°11'39" W	31°14'28"
41	17.00'	3.27'	3.18'	N35°11'39" W	31°14'28"



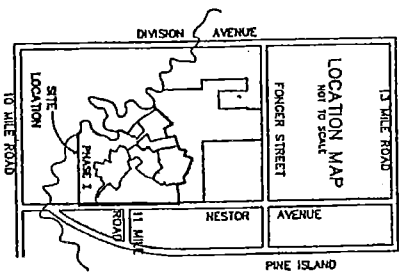
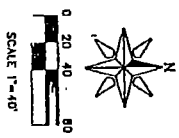
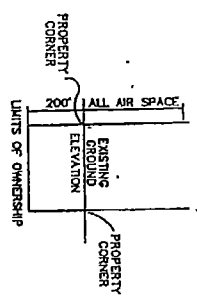
COORDINATE FOR NORTH WEST CORNER OF BUILDABLE AREA

NORTH EAST

2410173.60 4381.27

2410287.28 8288.57

NOTE: All building areas are 100 x 100 (spread)



- ALL ROADWAYS WITHIN THE GENERAL COMMON ELEMENT MUST BE BUILT
- PROPOSED IRON STAKE
  - PROPOSED CONCRETE MONUMENT
  - \* STABOL OF COORDINATE LOCATION
- CONDIVIDUUM UNIT
- LIMITS OF OWNERSHIP

SITE AND SURVEY PLAN

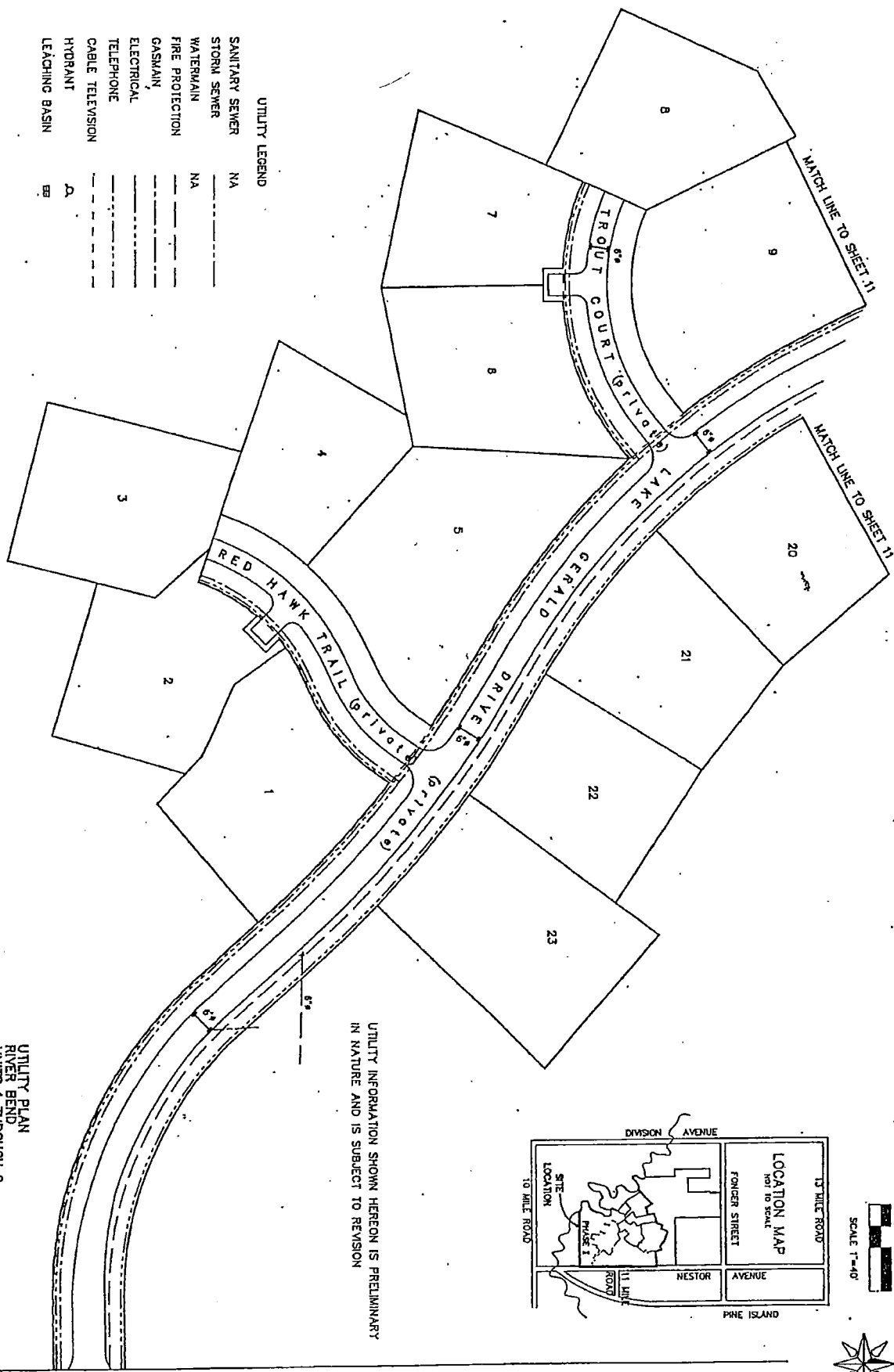
RIVER BEND UNITS 24 AND 25

MOORE & BRUGS, INC.

2020 MONROE AVENUE, NW

GRAND RAPIDS, MICHIGAN 49505

PROPOSED, 1/3/98

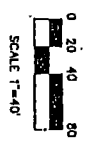
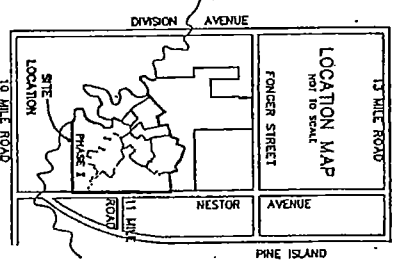


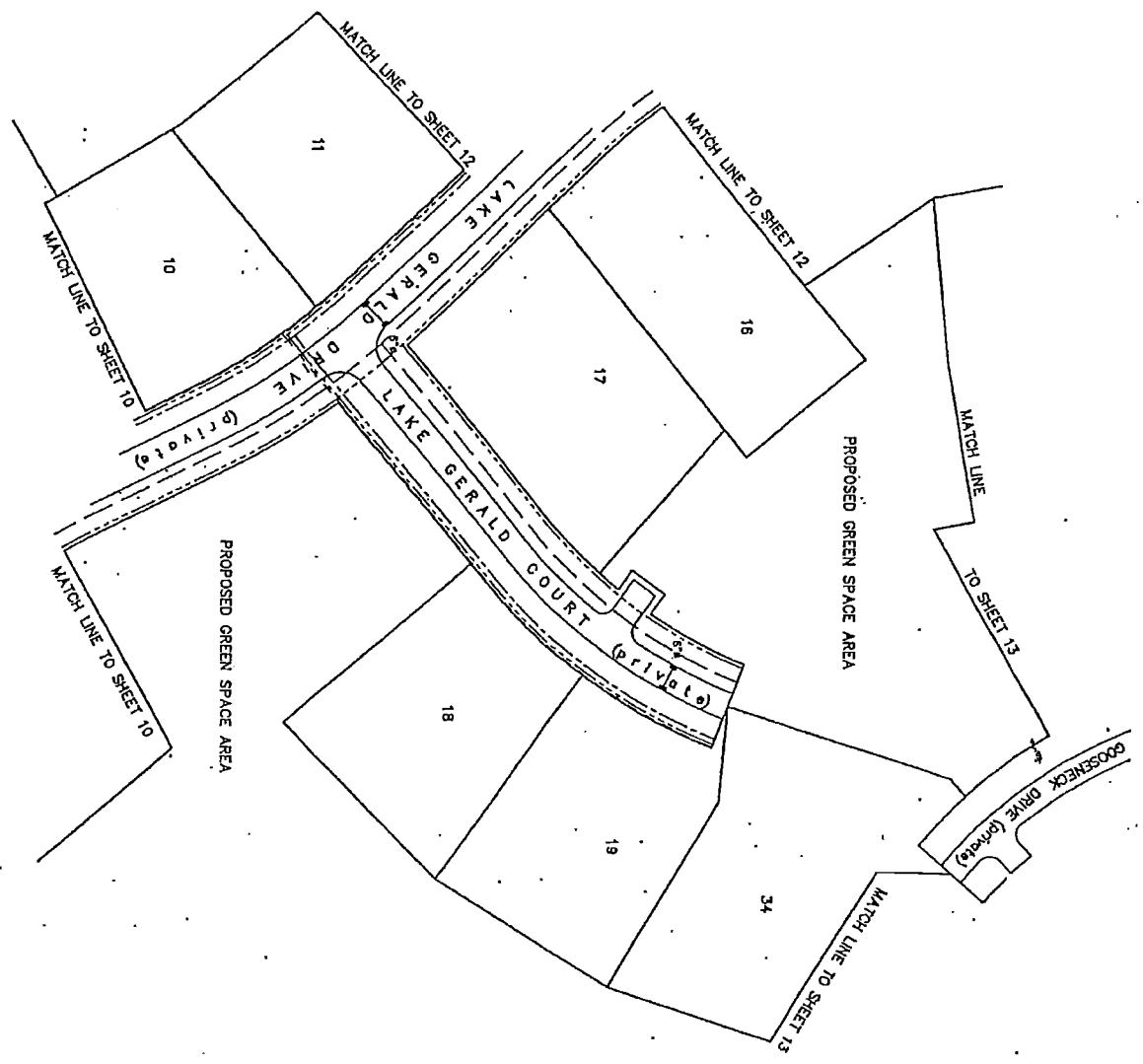
UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	NA
WATERMAIN	NA
FIRE PROTECTION	---
GASMAIN	---
ELECTRICAL	---
TELEPHONE	---
CABLE TELEVISION	---
HYDRANT	Δ
LEACHING BASIN	BB

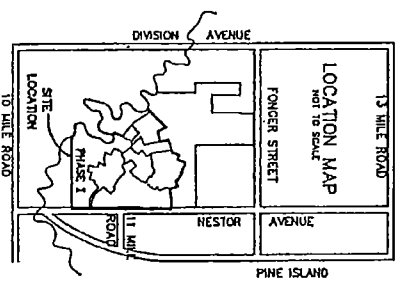
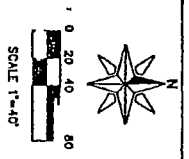
UTILITY PLAN  
 RIVER BEND  
 UNITS 1 THROUGH 9  
 UNITS 20 THROUGH 23  
 MOORE & BERGONZI, INC.  
 2020 MONROE AVENUE, NH  
 PROPOSED: 1/5/78

UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY  
 IN NATURE AND IS SUBJECT TO REVISION





UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY  
IN NATURE AND IS SUBJECT TO REVISION

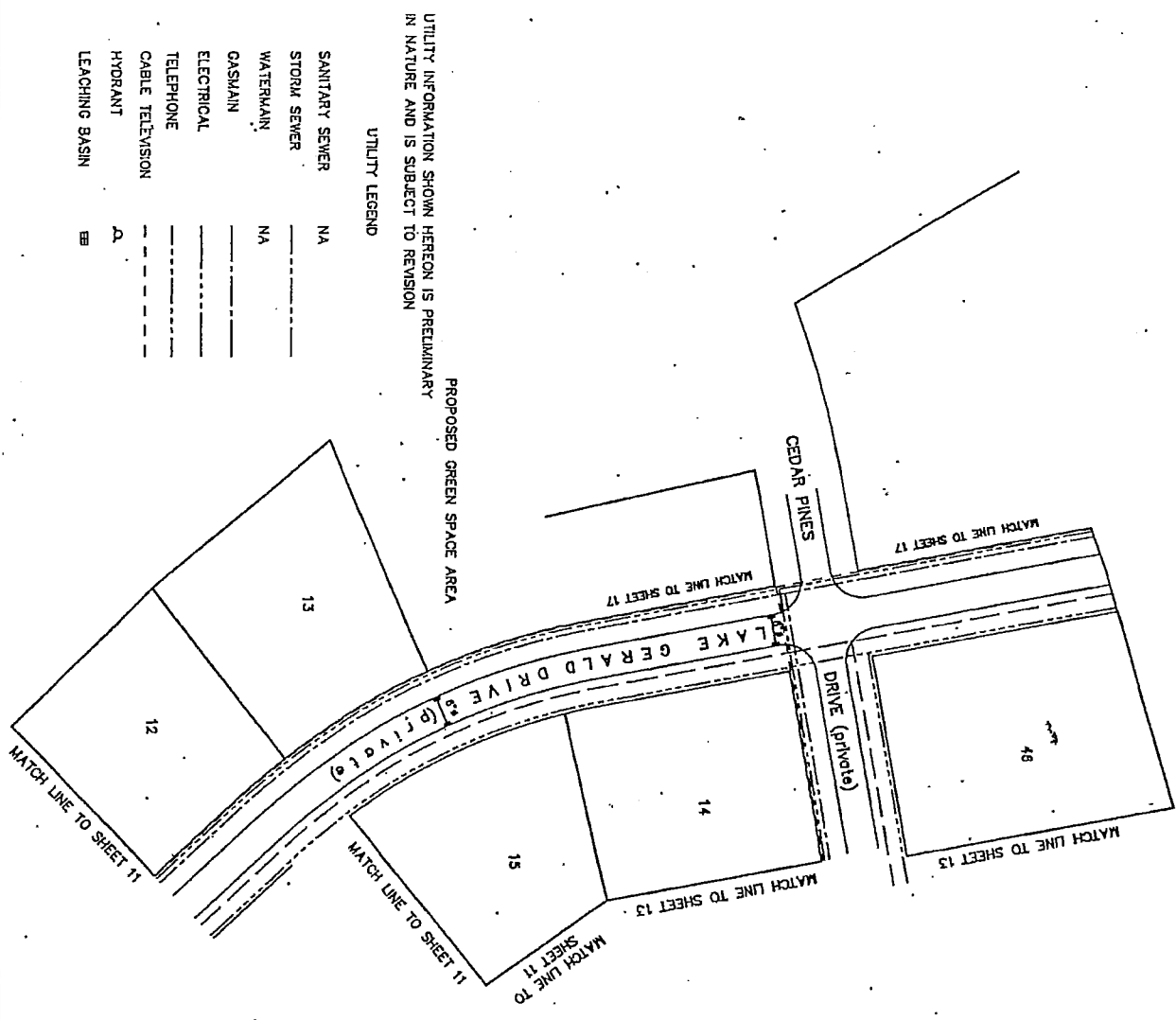


UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	---
WATERMAIN	NA
CASIMAIN	---
ELECTRICAL	---
TELEPHONE	---
CABLE TELEVISION	---
HYDRANT	Δ
LEACHING BASIN	BE

SE Corner, Section 30,  
Town 9 North, Range 11 West,  
Ashtabula Township, Kent County,  
Michigan

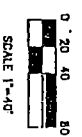
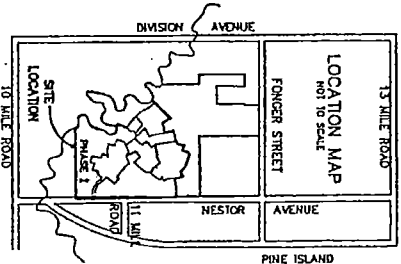
UTILITY PLAN  
RIVER BEND  
UNITS 10, 11 AND 34  
UNITS 16 THROUGH 19  
MOORE & BRUDENK, INC., 2020 MONROE AVENUE, NW  
GRAND RAPIDS, MICHIGAN 49503  
PROPOSED, 1/29/98



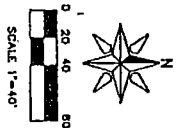
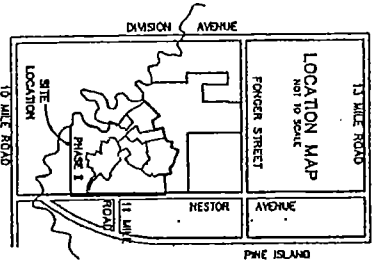
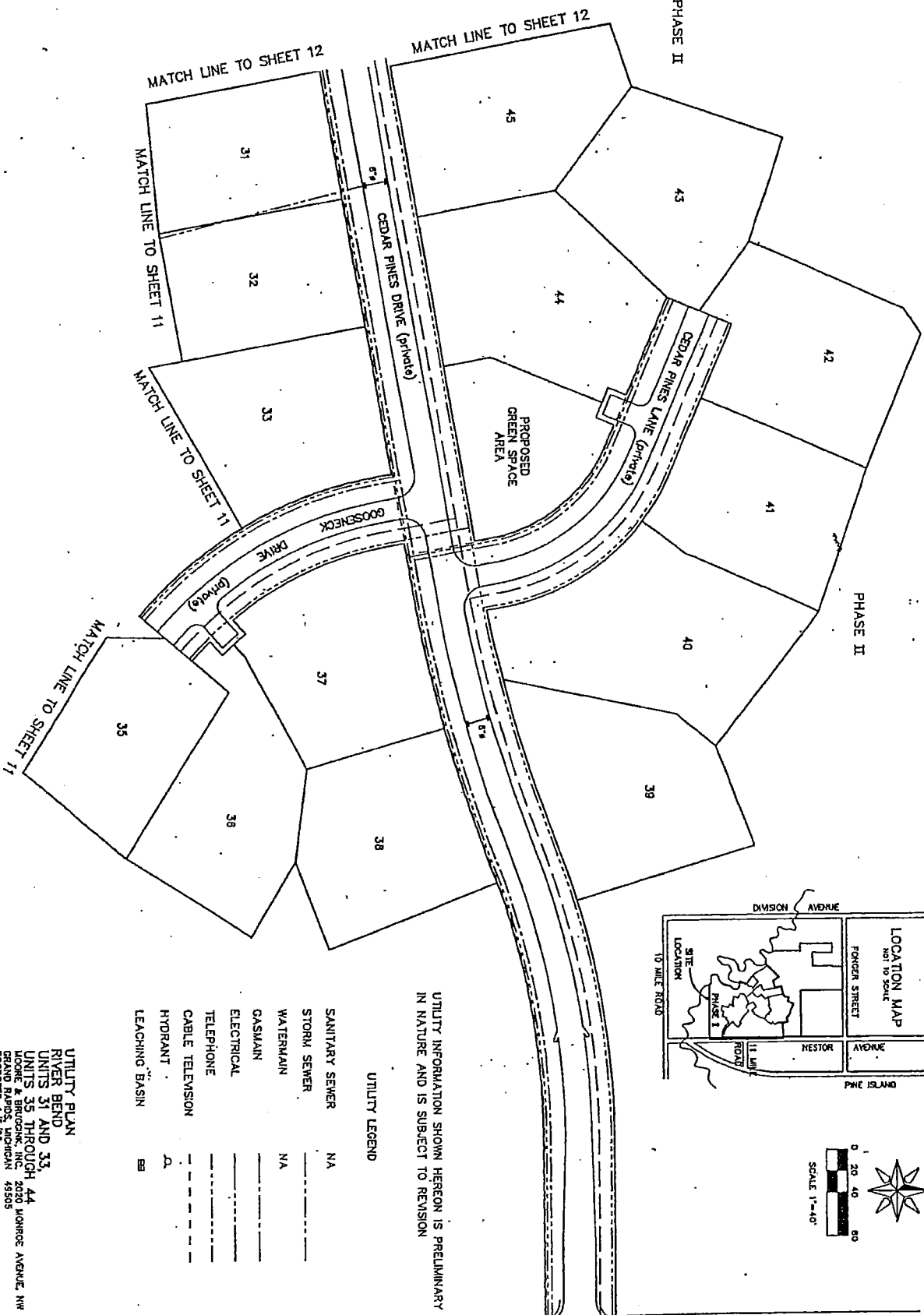
UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY  
IN NATURE AND IS SUBJECT TO REVISION

UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	---
WATERMAIN	NA
GASMAIN	---
ELECTRICAL	---
TELEPHONE	---
CABLE TELEVISION	---
HYDRANT	A
LEACHING BASIN	BB



UTILITY PLAN  
RIVER BEND  
UNITS 12 THROUGH 15 AND 45  
MOORE & BRUGINK, INC. 2020 MONROE AVENUE, NW  
GRAND RAPIDS, MICHIGAN 49503  
PROPOSED, 1/3/98



UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY IN NATURE AND IS SUBJECT TO REVISION

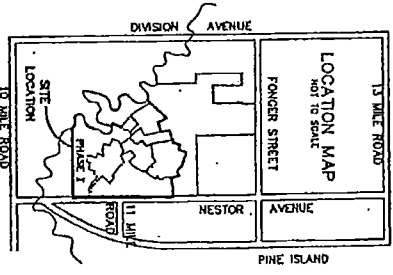
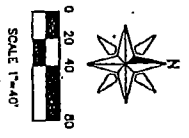
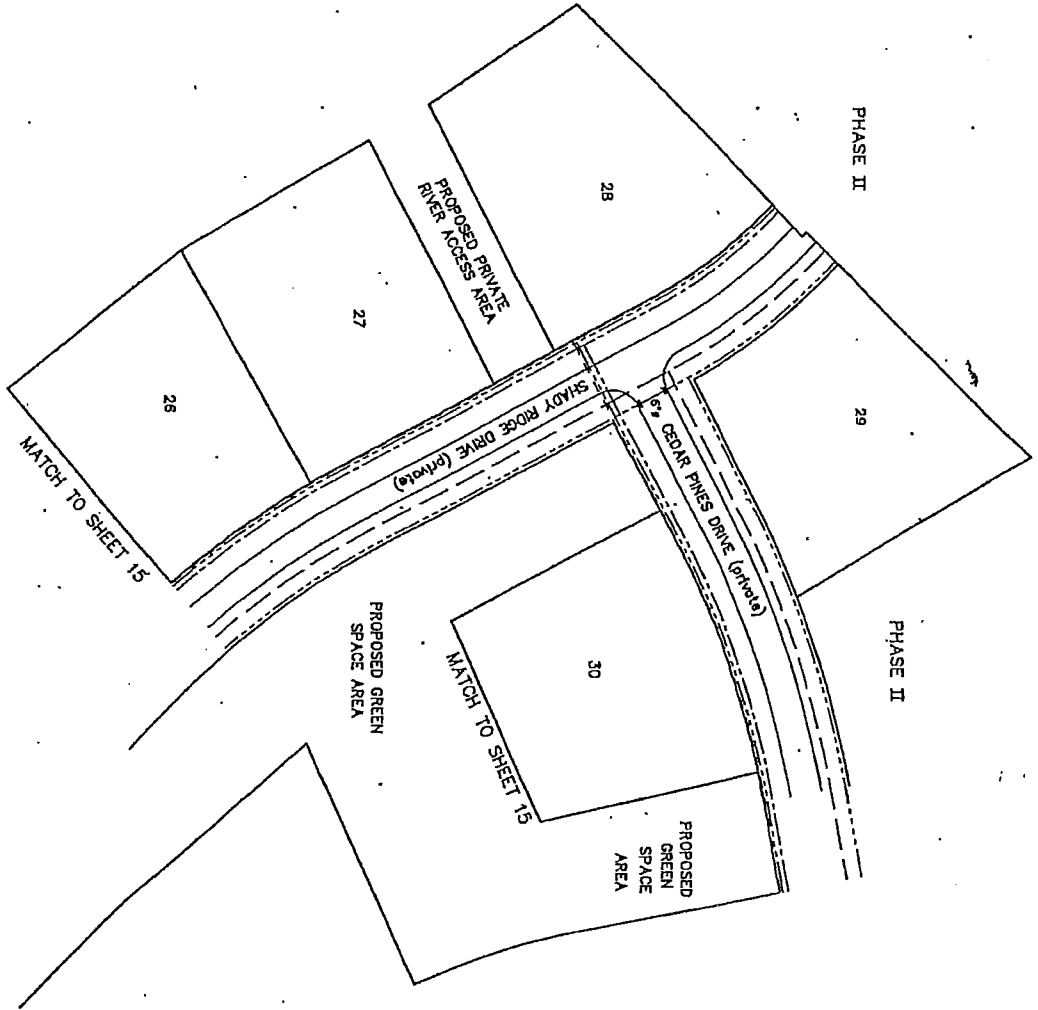
UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	---
WATERMAIN	NA
GASMAIN	---
ELECTRICAL	---
TELEPHONE	---
CABLE TELEVISION	---
HYDRANT	Δ
LEACHING BASIN	EB

UTILITY PLAN  
 RIVER BEND  
 UNITS 31 AND 33  
 UNITS 35 THROUGH 44  
 2000 MONROE AVENUE, NW  
 GRAND RAPIDS, MICHIGAN 49505  
 PROPOSED 1/3/98

East Line, Section 30

NESTOR AVENUE

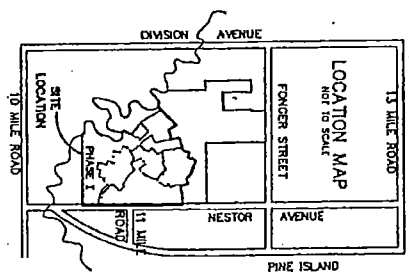
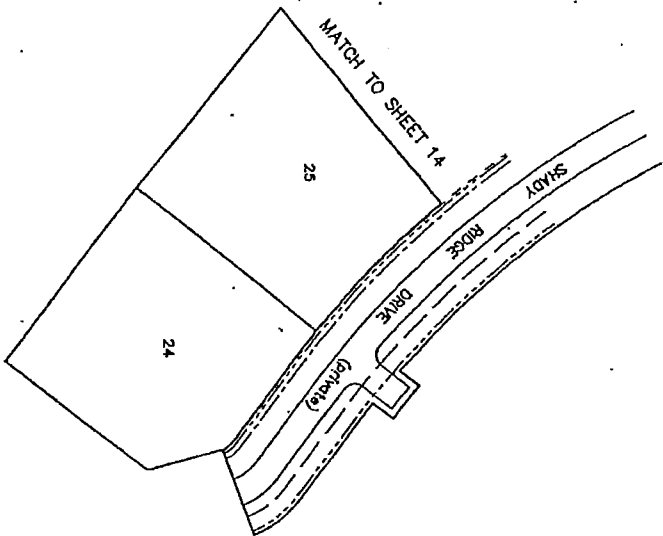


UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY IN NATURE AND IS SUBJECT TO REVISION

UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	-----
WATERMAIN	NA
GASMAIN	-----
ELECTRICAL	-----
TELEPHONE	-----
CABLE TELEVISION	-----
HYDRANT	A
LEACHING BASIN	BB

UTILITY PLAN  
 RIVER BEND  
 UNITS 26 THROUGH 30  
 WOODS & BERGICH, INC.  
 GRAND RAPIDS, MICHIGAN 49505  
 Proposed, 1/5/95



UTILITY INFORMATION SHOWN HEREON IS PRELIMINARY  
IN NATURE AND IS SUBJECT TO REVISION

UTILITY LEGEND

SANITARY SEWER	NA
STORM SEWER	---
WATERMAIN	NA
GASMAIN	---
ELECTRICAL	---
TELEPHONE	---
CABLE TELEVISION	---
HYDRANT	Δ
LEACHING BASIN	BB

UTILITY PLAN  
RIVER BEND  
UNITS 24 AND 25  
LOORE & BRUCENK, INC.  
GRAND RAPIDS, MICHIGAN 49505  
PROPOSED 1/3/99



EXHIBIT C

**CONSENT TO SUBMISSION OF REAL PROPERTY  
TO CONDOMINIUM PROJECT**

WHEREAS Grooters Land Company, L.C., a Michigan limited liability company (the "Developer"); is the developer of River Bend, a residential condominium project (the "Project") to be created in Algoma Township, Kent County, Michigan, by virtue of the attached instrument dated August 15, 1997; and

WHEREAS, First of America Bank, N.A. is interested in the above-described premises as a mortgagee as reflected in a certain Mortgage, recorded in Liber 4133, Page 1380, Kent County, Michigan records; and

NOW, THEREFORE, First of America Bank, N.A. hereby consents to the submission of the aforesaid real property to the condominium project described and set forth in the Master Deed and acknowledges that a program has been agreed upon by the undersigned and the Developer for the resale of individual condominium units at the time of closing on sale, and consent to the recordation of said Master Deed in the office of the Register of Deeds for Kent County, Michigan.

WITNESS:

FIRST OF AMERICA BANK, N.A.

Mary Ward  
Mary Ward  
Kelly M. Malone  
Kelly M. Malone

By: Kenneth R. Danhof  
Kenneth R. Danhof  
Its: Vice President

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF KENT        )

The foregoing instrument was acknowledged before me this 2nd day of February, 1998 by Kenneth R. Danhof, Vice President of First of America Bank, N.A., on behalf of such Bank.

Mary J. Ward  
Notary Public, \_\_\_\_\_ County, MI.  
My commission expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
Dale A. Mattis  
MIKA, MEYERS, BECKETT & JONES, PLC  
200 Ottawa Ave., N.W., Suite 700  
Grand Rapids, MI 49503

MARY J. WARD  
Notary Public, Kent County, Michigan  
My Commission Expires August 21, 1999

EXHIBIT D

AFFIDAVIT OF MAILING  
RIVER BEND

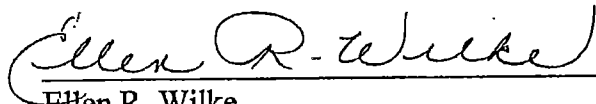
STATE OF MICHIGAN    )  
                                  ) SS:  
COUNTY OF KENT        )

Ellen R. Wilke, being duly sworn, deposes and says that:

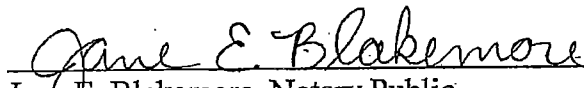
1. She is employed by the law firm of Mika, Meyers, Beckett & Jones, P.L.C., and acts as secretary to Dale A. Mattis, attorney for the developer of River Bend, a residential condominium project to be located in Algoma Township, Kent County, Michigan.

2. On June 10, 1997, notices were mailed to eight (8) governmental agencies as required by Section 71 of the Michigan Condominium Act. Such notices were sent by certified mail, return receipt requested, and appropriate receipts from all eight (8) agencies have subsequently been received. A true copy of the certificate of mailing and return receipt card for each of the notices is attached hereto.

Further affiant sayeth not.

  
\_\_\_\_\_  
Ellen R. Wilke

Subscribed and sworn to before me this 2nd day of February, 1998.

  
\_\_\_\_\_  
Jane E. Blakemore, Notary Public  
A Resident of Kent County, MI  
My Commission Expires: 1/2/99