

## MASTER DEED

### BROOK HOLLOW

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by New Line Development, L.L.C., a Michigan limited liability company of P.O. Box 6331, Grand Rapids, MI 49516 (the "Developer").

### PRELIMINARY STATEMENTS

A. The Developer is engaged in the construction of a residential condominium project to be known as Brook Hollow (the "Project"), pursuant to plans approved by the City of Grand Rapids, Kent County, Michigan on the parcel of land described in Article II; and

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

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

## ARTICLE I

### NATURE OF PROJECT

**1.1 Nature of Project.** The Units which comprise the first phase of the Project, including the number, boundaries, dimensions and area of each Condominium Unit therein, are set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization by having its own access to the Common Elements of the Project. Until the recording of the "as built" Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any Unit and/or Common Element without the consent of any Co-owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Element.

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

## ARTICLE II

### LEGAL DESCRIPTION

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

That part of the NE ¼ and SE ¼, Section 21, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the East ¼ corner of said Section 21; thence N89°15'51"W 50.03 feet along the South line of said NE ¼ to the point of beginning; thence S01°06'48"E 290.85 feet along the West right of way line of Breton Avenue (100 feet wide); thence N89° 54'44"W 625.87 feet; thence N00°09'26"W 240.96 feet; thence N38°56'08"W 82.49 feet; thence N15°37'21"E 117.29 feet; thence N48°17'16"W 91.50 feet; thence N00°43'11"E 111.97 feet; thence S89°16'49"E 104.32 feet; thence S48°00'42"E 42.45 feet; thence S89°16'49"E 150.81 feet; thence N00°43'11"E 41.00 feet; thence S89°16'49"E 216.00 feet; thence S00°43'11"W 125.00 feet; thence S89°16'49"E 201.68 feet; thence S01°31'49"E 80.20 feet along the West line of the East 50 feet (perpendicular measurement) of said NE ¼; thence N89°15'51"W 149.97 feet along the North line of the South 100 feet of said NE ¼; thence S01°31'49"E 100.00 feet along the West line of the East 200.00 feet of said NE ¼; thence S89°15'51"E 149.97 feet along the South line of said NE ¼ to the point of beginning. Except that part for proposed South Edington Drive (being 60 feet wide), described as: That part of the NE ¼, Section 21, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the East ¼ corner of said Section 21; thence N89°15'51"W 50.03 feet along the South line of said NE ¼; thence N01°31'49"W 119.69 feet along the West right of way line of Breton Avenue (100 feet wide) to the point of beginning; thence N89°16'49"W 770.07 feet along the South right of way line of proposed Edington Drive; thence N00°43'11"E 60.0 feet; thence S89°16'49"E 767.72 feet along the North right of way line of proposed Edington Drive; thence S01°31'49"E 60.05 feet along said West right of way line of Breton Avenue to the point of beginning.

Together with an easement for ingress and egress over the expected area above described as for proposed South Edington Drive. The Developer reserves the right, at its sole option, to dedicate as a public street such lands for ingress and egress and upon such dedication the aforementioned easement for ingress and egress shall automatically terminate and thenceforth be null and void.

Together with and subject to all easements and restrictions of record and all governmental limitations.

## ARTICLE III

### DEFINITIONS

**3.1 Definitions.** Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Bylaws and Rules and Regulations of the Brook Hollow Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project. As used in such documents, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

(k) **Developer.** "Developer" means New Line Development, L.L.C., a Michigan limited liability company which has made and executed this Master Deed, its successors and assigns. Both successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(l) **Development Period.** "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof, or until the Developer has sold the 143 Units in the Project and/or in the area of future development contemplated by Article VI (whether or not added to the Project or developed as separate condominium project(s)), whichever is longer, provided the period will in no event exceed twenty-five (25) years or, if sooner, when the Developer records a declaration declaring the Development Period ended.

(m) **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which nondeveloper Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty percent (50%) of the Units which may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VI hereof will be included in the calculation of the number of Units which may be created.

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

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

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

(q) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project and the proceeds and expenses of administration.

(r) **Project.** "Project" or "Condominium" means Brook Hollow, a condominium development established in accordance with the provisions of the Act.

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

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

## ARTICLE IV

### COMMON ELEMENTS

4.1 **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof (other than that portion described in Section 5.1 and in Exhibit "B" as constituting the Condominium Units), including easement interests of the Condominium in the land provided to it for ingress and egress, if any;

(b) **Improvements.** All roads and other surface improvements not located within the boundaries of a Condominium Unit and not otherwise defined as Limited Common Elements in Section 4.2 below, including any entrance sign and associated improvements and landscaping. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;



(c) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(d) **Gas.** The gas distribution system throughout the Project up to the point where the service is stubbed for connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(e) **Water.** The water distribution system throughout the Project up to the point where the service is stubbed for connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point where the service is stubbed for connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(g) **Storm Sewer.** The storm sewer system throughout the Project;

(h) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(i) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residence that now or hereafter is constructed within the boundaries of a Unit; and

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

**4.2 Limited Common Elements.** Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Subterranean Land.** The land located within Unit boundaries, from and below a depth of twenty (20) feet, as shown on the Subdivision Plan attached as Exhibit "B";

(b) **Driveways and Sidewalks.** Driveways and sidewalks serving the residence constructed within the Unit or Units, to the extent located outside the boundaries of the Condominium Unit;

(c) **Utility Services.** The pipes, ducts, wiring and conduits supplying electricity, gas, water, telephone, television and/or other utility service to a Unit, from the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(d) **Mailboxes.** Any mail and/or paper boxes located on a Unit serving only the residence on that Unit and/or any mail and/or paper boxes permitted by the Association on the General Common Elements to serve the residence on a Unit; and

(e) **Miscellaneous.** Any other improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer.

**4.3 Maintenance.** Each Co-owner will maintain his or her Unit and the improvements thereon and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner will be individually responsible for all costs of maintenance, repair and replacement of the residence and any other improvements within the Co-owner's Unit, regardless of the cause of such maintenance, repair and replacement. Each Co-owner will also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. In no event will the Association be liable for the decoration, maintenance, repair or replacement of any portion of any residence or other improvement within a Unit or any groundskeeping within any Unit. The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will at all times be subject to the approval of the Association, except the Association may not disapprove the appearance of an improvement so long as maintained as constructed by the Developer or constructed with the Developer's approval. If any Co-owner fails to maintain the exterior of any residence or other improvement within the Co-owner's Unit or fails to properly maintain the grounds and plantings within the Co-owner's Unit or between the Co-owner's Unit and the roadway within the adjoining General Common Elements as required by the Condominium Documents or the reasonable standards established by the Association, the Association, after notice to the Co-owner, may undertake such maintenance as may be necessary to bring the improvements, grounds or plantings up to required standards and to charge the cost thereof to the Co-owner responsible for the cleaning, decoration and/or maintenance. The Association will in no event be obligated to repair any residence or other improvement located within or appurtenant to a Unit nor will the Association be obligated to make any capital expenditures of any type whatever with respect to such residences or improvements or to perform any maintenance or repair thereon.

If any Co-owner elects, with the prior written consent of the Developer or the Association, to construct or install any improvements within the Co-owner's Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the

Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, uninvited visitor, invitee, family member or pet. Each Co-owner will be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or their family, guests, uninvited visitors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there will be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner will bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws.

**4.4 Assignment and Reassignments of Limited Common Elements.** Limited Common Elements may be reassigned as desired by Co-owners, upon notice to any affected mortgagee by an amendment to the Master Deed by the Developer or by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected Co-owners must consent to any reassignment of a Limited Common Element. The affected Co-owners shall consist of the Co-owner desiring to assign the Limited Common Element appurtenant to his Unit and the proposed assignee Co-owner of the Limited Common Element.

**4.5 Power of Attorney.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements. Without limitation on the generality of the foregoing, the Developer or the Association as the case may be, will have full power and authority to grant easements over, sever or lease mineral interests, and/or convey title to the land constituting the General Common Elements or any part thereof, to dedicate as public streets parts of the General Common Elements, to consent to street vacations of public streets within or in the vicinity of the Project, and to execute all documents and to do all things on behalf of the Co-owners, mortgagees and other interested persons as are necessary or convenient in the exercise of such powers.

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



with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements appurtenant thereto.

## ARTICLE V

### DESCRIPTION AND PERCENTAGE OF VALUE

**5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations therein referenced to an official bench mark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the Unit itself, is set forth in the Condominium Subdivision Plan as surveyed by Medema, Van Kooten And Associates, Inc., consulting engineers and surveyors. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B" to a depth of twenty (20) feet and delineated with heavy outlines, together with all appurtenances thereto. The architectural plans and specifications for the Project will be filed with in the City of Grand Rapids, Kent, Michigan.

**5.2 Percentage of Value.** The percentage of value assigned to each Unit will be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit will be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100).

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

**6.1 Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed consists of 25 Units and may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 143 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land not included in the Project:

That part of the NE 1/4 and the SE 1/4 of Section 21, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section 21; thence N89°15'51"W 50.03 feet along the South line of said NE 1/4; thence S01°06'48"E 290.85 feet along the West right-of-way line of Breton Avenue (100 feet wide); thence N89°54'44"W 625.87 feet to the point of beginning; thence continuing N89°54'44"W 131.81 feet; thence S46°33'55"W 124.86 feet; thence S54°35'24"W 101.00 feet; thence N35°13'03"W 51.28 feet; thence N45°09'57"W 219.77 feet; thence N27°54'32"W 246.00 feet; thence N47°32'48"W 52.90 feet to the NW corner of the East 1/2 of said SE 1/4; thence

N01°22'23"W 33.02 feet along the West line of the SE 1/4, said NE 1/4; thence N32°09'50"W 274.17 feet; thence N67°47'11"W 181.37 feet; thence N56°21'54"W 319.52 feet; thence N27°56'37"W 321.35 feet; thence N01°12'29"W 535.00 feet (the previous 3 courses being along the East boundary of Churchill Downs No. 4); thence S89°14'24"E 1621.70 feet along the North line of the South 1/2, said NE 1/4; thence S01°31'49"E 528.02 feet parallel with the East line of said NE 1/4; thence S27°59'56"E 526.61 feet to a point which is N01°31'49"W 330.29 feet along the East line of said NE 1/4 and N89°13'51"W 165.00 feet from said East 1/4 corner; thence S89°13'51"E 115.00 feet; thence S01°31'49"E 150.09 feet along the West line of the East 50 feet (perpendicular measurement) of said NE 1/4; thence N89°16'49"W 201.68 feet; thence N00°43'11"E 125.00 feet; thence N89°16'49"W 216.00 feet; thence S00°43'11"W 41.00 feet; thence N89°16'49"W 150.81 feet; thence N48°00'42"W 42.45 feet; thence N89°16'49"W 104.32 feet; thence S00°43'11"W 111.97 feet; thence S48°17'16"E 91.50 feet; thence S15°37'21"W 117.29 feet; thence S38°56'08"E 82.49 feet; thence S00°09'26"E 240.96 feet to the point of beginning. Also that part of the SE 1/4, NE 1/4 of said Section 21, described as: Commencing at the East 1/4 corner of said Section 21; thence N89°15'51"W 50.03 feet along the South line of said NE 1/4 to the point of beginning; thence N01°31'49"W 120.15 feet along the West line of the East 50 feet (perpendicular measurement) of said NE 1/4; thence N89°16'49"W 149.97 feet along the South line of proposed South Edington Drive (being 60 feet wide); thence S01°31'49"E 120.11 feet along the West line of the East 200.00 feet of said NE 1/4; thence S89°15'51"E 149.97 feet along the South line of said NE 1/4 to the point of beginning.

(hereinafter referred to as "area of future development").

**6.2 Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the residences and other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion. No Unit will be created within any part of the area of future development which is added to the Condominium that is not restricted exclusively to residential use.

**6.3 Expansion Not Mandatory.** Nothing herein contained will in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the

Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

**6.4 Amendment to Master Deed and Modification of Percentages of Value.** An increase in size of this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred (100) for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**6.5 Redefinition of Common Elements.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the area of future development from the roadways located in the Project.

**6.6 Additional Provisions.** The amendment or amendments to the Master Deed by the Developer to expand the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to make the Project contractable and/ or convertible as to portions or all of the parcel or parcels being added to the Project, (ii) to create easements burdening or benefiting portions or all of the parcel or parcels being added to the Project, and/or (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added to the Project.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**7.1 Units to be Contracted.** The Condominium Project established pursuant to the initial Master Deed consists of 25 Units and may, at the election of Developer, be contracted to a minimum of 15 Units.

**7.2 Withdrawal of Units.** Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer from time to time, within a period ending no later than six years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been constructed and sold by the Developer may be withdrawn without the consent of the Co-owner and mortgagee of the Unit. Other than as set forth in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn, provided however that the number of remaining Units in the Project shall not be reduced to less than 15 nor the lands constituting the Project to less than that necessary to accommodate the remaining Units with reasonable access and utility services.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or any other form of development.

**7.4 Amendment to Master Deed and Modification of Percentages of Value.** A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to the Master Deed.

**7.5 Redefinition of Common Elements and Creation of Easements.** The amendment or amendments to the Master Deed by the Developer to contract the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the parcel or parcels being withdrawn from the Project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area withdrawn from the Project from the roadways located in the Project.

**7.6 Additional Provisions.** The amendment or amendments to the Master Deed by the Developer to contract the Condominium will also contain such provisions as Developer may determine necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.



## ARTICLE VIII

### EASEMENTS

**8.1 Association Easement for Maintenance and Repair.** There are hereby created easements to and in favor of the Association, and its agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and exterior of each of the residences that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the Association as provided in Section 4.3. The Association or its agents and designees will have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent will also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements on another Unit.

**8.2 Grant of Easements by Association.** The Association is empowered to grant such easements, licenses, rights of entry and rights of ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other adjoining lands whether or not described in Section 6.1, subject, however, to the approval of the Developer so long as the Development Period has not expired.

**8.3 Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

**8.4 Utility Easements.** Developer hereby reserves for the benefit of itself, its successors and assigns perpetual easements to enter upon and cross the Condominium Property and lay pipes and cables and do all other things reasonably necessary to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Property, including, but not limited to, water, gas, storm and sanitary sewer mains, without regard to whether the utilization is in connection with the Condominium Project. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Property it will be obligated to pay all of the expenses reasonably necessary to restore the Condominium Property to its state immediately prior to such utilization, tapping, tying in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Property will be borne by all such persons proportionately based upon the ratio of the number of residences located upon the adjoining land to the total number of residences sharing the utilities.

Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Condominium Property to appropriate governmental agencies or public utility companies and to transfer title to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by either a separate easement or document transferring title or by an appropriate amendment to the Master Deed. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

**8.5 Telecommunications Agreements.** The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right of way agreements, access agreements and multi unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

**8.6 Roadway Easement.** Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium Property in furtherance of any legitimate purpose, including development and operation of adjoining property, whether or not described in Section 6.1.

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

## ARTICLE IX

### UNIT IMPROVEMENTS OR ALTERATIONS

**9.1 Unit Improvements or Alterations.** The only improvements permitted to be constructed within a Unit by any Co-owner other than the Developer are a single family residence and associated improvements as contemplated and permitted by the Condominium Bylaws. A Co-owner may make improvements or alterations to the residence within a Condominium Unit that do not impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the Unit, subject to the approval of the Developer as provided in Sections 4.5 and 4.6 of the Bylaws during the Development Period, and thereafter subject to the approval of the Association.

## ARTICLE X

### UNIT BOUNDARY RELOCATIONS

**10.1 Unit Boundary Relocation.** If the Developer is the owner of adjoining Condominium Units and desires to relocate the boundaries between those Units, then the Developer may, without the consent of other Co-owners or the Association, amend this Master Deed to relocate such boundaries as desired by the Developer. If nondeveloper Co-owners owning adjoining Units, or a nondeveloper Co-owner and Developer owning adjoining Condominium Units desire to relocate the boundaries between those Units, then the Board of Directors of the Association will, upon written application of the Co-owners, accompanied by the written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

**10.2 Master Deed Amendment.** An amendment to this Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof; will contain conveyancing between those Co-owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 12.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 12.1(j).

## ARTICLE XI

### SUBDIVISION OF UNITS

**11.1 Unit Subdivision.** If the Developer desires to subdivide any Condominium Unit owned by Developer, then the Developer may amend this Master Deed duly subdividing the Condominium Unit. If the Co-owner of a Condominium Unit desires to subdivide the

Condominium Unit, then the Board of Directors of the Association will, upon written application of the Co-owner, accompanied by the written approval of the Developer during the Development Period and by the written approval of all mortgagees of the Unit, forthwith prepare an amendment to this Master Deed duly subdividing the Condominium Unit.

**11.2 Master Deed Amendment.** An amendment to this Master Deed subdividing a Unit will identify the Condominium Unit being subdivided; will state that the Condominium Unit is being subdivided at the request of its Co-owner; will assign new identifying numbers to the new Condominium Units created by the subdivision; will assign to those Condominium Units a percentage of value determined in accordance with Article V; and will be executed by the Co-owner of the Unit being subdivided. The new Condominium Units will jointly share all rights, and will be equally liable, jointly and severally, for all obligations with regard to any Limited Common Elements assigned to the subdivided Condominium Unit except to the extent that an amendment will provide that portions of any Limited Common Element assigned to the subdivided Condominium Unit exclusively should be assigned to any, but less than all, of the new Condominium Units. The Association will execute and record any amendment by the Association subdividing a Unit after notice given pursuant to Section 12.1(i) and payment of the costs and expenses of the amendment by the Co-owners requesting the amendment as required by Section 12.1(j).

## ARTICLE XII

### AMENDMENT

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

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

(b) **Material Change.** Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if they will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the



votes of the Co-owners and mortgagees. A Co-owner will have one vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-owners and mortgagees or, as to nondeveloper Co-owners, by consent established by the vote of the Co-owner by any voting method described in Article XI of the Bylaws.

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

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

(e) **Developer Rights to Amend.** The restrictions contained in this Article XII on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed, such as in Section 4.2 and Articles VI, VII, VIII, IX, X and XI.

(f) **Consolidating Master Deed.** A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of documents all successive stages of development. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction, conversion or other amendment of the Condominium Project occurs, no Consolidating Master Deed need be recorded.

(g) **Power of Attorney.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association

as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(h) **Developer Consent.** This Master Deed may not be modified during the Development Period without the written consent of the Developer. The easement rights of the Developer created under Article IX may never be modified without the written consent of the Developer.

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

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

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

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

### ARTICLE XIII

#### ASSIGNMENT

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

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

WITNESSES:

New Line Development, L.L.C.

By: \_\_\_\_\_

Steven E. Bratschie  
Its President

STATE OF MICHIGAN      )  
  )ss.  
COUNTY OF KENT        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, a Notary Public in and for said County, appeared Steven E. Bratschie, to me personally known, who being by me duly sworn, did say that he is the President of New Line Development, L.L.C., which executed the within instrument; that said instrument was signed and sealed in behalf of said limited liability company by authority of its member, and further acknowledged said instrument to be the free act and deed of said limited liability company.

This Master Deed Drafted By:  
KEITH P. WALKER  
McSHANE & BOWIE, P.L.C.  
1100 Campau Square Plaza  
99 Monroe Ave., N.W.  
P.O. Box 360  
Grand Rapids, Michigan 49501-0360  
(616) 732-5000

\_\_\_\_\_  
Notary Public, Kent County, MI  
My Commission Expires: \_\_\_\_\_

Return to draftsman after recording.