

CONDOMINIUM BYLAWS

OF

TRAIL RIDGE CONDOMINIUM

SECTION 1. ASSOCIATION OF OWNERS

1.1 Organization. Trail Ridge Condominium is a residential condominium project located in the Township of Caledonia, Kent County, Michigan (the "Project") being developed in successive segments which may comprise a total of up to forty two (42) units (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Unit Owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

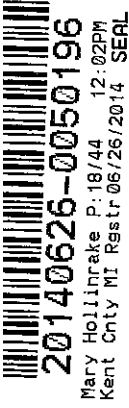
1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the Condominium Act" or the "Act"), the Master Deed and all amendments, the Condominium Bylaws, and the Articles of Incorporation, the Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into a lease, or the act of occupancy of a Condominium Unit within the Project shall constitute acceptance of the terms of these documents and an agreement to comply with their provisions.

SECTION 2. MEMBERSHIP & VOTING

2.1 Membership. Each Owner of a Unit in the Project, present and future, shall be a member of the Association and not other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to the Owner's Condominium Unit. Trail Ridge Condominium is a residential condominium and, as such, in addition to each Owner of a Unit in the Project being a member of Trail Ridge Condominium Association, such Association shall be a member of The Crossroads of Caledonia Condominium Association, as noted in Section 2.1 of the Exhibit A Condominium Bylaws of the Master Deed of The Crossroads of Caledonia Condominium, as recorded in Instrument No. 20040929-0130720, Kent County Records, as the same may be amended.

2.2 Voting Rights. Except as limited in the Master Deed and in these Bylaws, the Owners of a Unit will be entitled to one vote for each Unit owned. Voting shall be by number, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner, other than the Developer, will be entitled to vote at any meeting of the Association until that person has presented written evidence of ownership of a Condominium Unit in the Project, nor shall any Owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. The Developer shall



be entitled to vote only those Units to which it still holds title prior to an initial sale and conveyance.

2.4 Designation of Voting Representative. The person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record 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 of numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit Owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned.

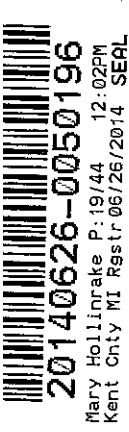
2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment of that meeting, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

SECTION 3. MEETING & QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in Phase 1 of the Project have been sold and the purchasers of such units qualified as members of the Association. In no event, however, shall the initial meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Owners of 75% of the total number of Units that may be created in the Project, or 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, whichever occurs first, at which meeting the eligible Owners may vote for the election of the Board of Directors of the Association. The maximum number of Units that may be added to the Project under the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for information or other purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of the members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and placed selected by the Board of Directors. At least 10 days prior to the date of an annual meeting, written notice of the date, time, place, and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 10 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.



3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to an Owner of a Unit in the Project, or within 120 days after conveyance of 1/3 of the total number of Units that may be created in the Project, whichever occurs first, two or more persons shall be selected by the Developer from among the non-developer Owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such 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.

3.4 Board of Directors Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the non-developer Owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project, or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to the non-developer Owner, the non-developer Owners shall have the right to elect a number of the members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established. Application of this provision does not require a change in the size of the Board as designated in the corporate Bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer Owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of fifty percent (50%) of the Owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in



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person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

SECTION 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in the Association Bylaws; provided, that the Directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of the members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors 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 the Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days thereafter, and on 30 days notice at any time thereafter for cause.

4.2 Powers & Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of such administration as are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to the following:

- (a) Care, upkeep, and maintenance of the common elements;
- (b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium property;
- (d) Adoption and amendment of rules and regulations which are not inconsistent with the provisions of Article VII of these Bylaws, governing the use of the Condominium property;
- (e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required for such purpose;
- (f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of portions of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

- (h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of way affecting any real or personal property of the Condominium on behalf of the Owners;
- (i) Making repairs, additions, and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending, or settling claims on behalf of all Owners in connection with the common elements of the Project and, upon written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and,
- (k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as deemed necessary or appropriate by the Board of Directors. The review or audit will be conducted by qualified independent accountants, who need not be certified public accountants, and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance & Repair.

(a) By Owners. All maintenance or and repair to a Condominium Unit, other than maintenance of and repair to any General Common Element located within the Unit, shall be made by the Owner of such Unit. Any Owner who desires to make repairs to a Common Element or structural modifications to the Owner's Unit must first obtain the written consent of the Association, and shall be responsible for all damages to other Units or to the Common Elements resulting from such repairs or from the Owner's failure to make such maintenance and repair.

(b) By the Association. All maintenance of, repair to, and replacement for the General Common Elements, whether located inside or outside of the Units, and to the Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to such Owner individually. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant, for the purpose of maintenance, repair, or replacement of any of the Common Elements located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all time



without notice for making emergency repairs necessary to prevent damage to the other Units, the Common Elements, or both.

4.5 The Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required 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 non-cumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board shall 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.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant 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 its principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted by the Association or the Developer.

4.7 Managing Agent. The Board may employ 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 described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so-appointed.

4.8 Officers. The Association Bylaws 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 the officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 60% or more of all Owners.

4.9 Indemnification. All Directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of 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 Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification of an officer(s) and/or Director(s) has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

SECTION 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or proposed in common, and personal property taxes levied on such property shall be treated as expenses of administration. 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 Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provision:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$5,000.00 or \$500.00 per Unit annually, whichever is less; or, (4) to respond to an emergency or unforeseen development, the Board will have the authority to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and will not be enforceable by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$5,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b) which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 60% or more of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and will not be enforceable by any creditors of the Association.

5.3 Apportionment of Assessments. The base assessment levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners on an equal basis, without increase or decrease for the existence of any rights to the use of



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Limited Common Elements appurtenant to a Unit; provided, that the Board of Directors shall be empowered to impose a surcharge not exceeding 10% to the assessment for selected Units if experience proves that such Units are more expensive to maintain than are other Units in the Project. Annual assessments determined in accordance with Section 5.2(a) will be payable by Owners on the first of every month, commencing with the accepting of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part of it, is not received by the Association in full on or before the due date assigned by rule or regulation of the Association.

5.4 Expenses of Administration.

(a) The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it 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; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board may advise each Owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Owners.

(b) In addition to such expenses of administration as defined in 5.4(a), there shall be a pro-rata share assessed to each Unit Owner for water usage. Each of the building in the Project shall have an appurtenant water meter, and such costs for water usage will be assessed in equal amounts to each of the Unit Owners in the building to which the water meter is located.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that the Owner is the Owner of the Unit, and no Owner is exempt from liability for contribution toward the expenses of administration by waiver of use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments shall constitute a lien on the Unit prior to all other liens, except tax liens in favor of any state or federal taxing authority and sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the Owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorneys fees, and any advances for taxes



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Kent Cnty MI Rgstr 06/26/2014 SEAL

or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of the unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit being sold or conveyed by subject to a lien for any unpaid assessments in excess of the amount described in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorneys fees incurred in collection of the assessments.

(c) Self-Help. The Association may enter upon the common elements, limited or general, to remove and abate any condition, or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of its intent to do so. An Owner in default 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 the default continues, provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

5.6 Financial Responsibility of the Developer. During the time that the Developer controls the Association, it will be the Developer's responsibility to keep the books balanced, and to avoid any deficit in operating expenses. At the time of the initial meeting of the members, the Developer will be liable for the funding of any continuing Association deficit incurred proper to the Transitional Control Date. No general or special assessments shall be levied by the Association on units owned by the Developer prior to the initial conveyance of title or lease of a Unit to a third party by the Developer, without the Developer's consent. The Developer of the Condominium, although a member of the Association, will not be responsible for the payment of either general or special assessments levied by the Association, including the payment of any portion of any general or special assessment which is levied by the Association for deferred maintenance, reserves for replacement, or capital improvements or additions, nor for any assessment levied in whole or in part to finance litigation or other claims against the Developer, any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

SECTION 6. TAXES, INSURANCE & REPAIRS

6.1 Real Property Taxes. After the year in which construction of the building containing a Unit is completed, real property taxes and special assessments shall be levied against the individual Units and not against the total property of the Project, except for the Year in which the Project was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the percentage of value assigned to each Unit.



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Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred. Taxes for real property improvements to a specific Unit shall be assessed against that Unit description only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent appropriate casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage, if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the General Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Owner Responsibilities. Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's own expense for the interior of the Owner's Unit (including wall coverings, floor coverings, doors, sliders, windows, and screens) and it shall be each Owner's responsibility to obtain insurance coverage for all personal property located within the Owner's Unit or elsewhere on the Condominium Property, for personal liability for occurrences within the Unit or upon the Limited Common Elements appurtenant to the Unit, and for alternative living expenses in the event of casualty causing temporary loss of the Owner's residence. The Association and all Owners shall use their best efforts to see that property and liability insurance carried by the Association or Owner contains appropriate provisions concerning waiver of the right of subrogation as to any claims against the Owner or the Association.

(b) Association Responsibilities. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include the interior walls within a Unit and the pipes, wires, conduits, and ducts located in such walls. In the event that the Association policy also covers appliances, fixtures, and/or trim within the Units, the Board of Directors of the Association (and not the individual unit owner) shall decide whether or not to submit the insurance claim in the event of damage covered by the policy.

Any improvements made by the Owner within the Owner's Unit subsequent to closing shall be covered by insurance obtained by and at the expense of the Owner; provided that, if the Association elects to include owner improvements under its insurance coverage, any additional premium costs to the Association attributable to such



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Mary Hollinrake P:27/44 12:02PM
Kent Cnty MI Regstr 06/26/2014 SEAL

owner improvements will be assessed to and paid entirely by the Owner and collected as a part of the assessments levied against such owner as provided in these Bylaws.

(c) Fidelity Insurance. The Association may obtain, if desired, 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.

(d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Condominium 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.

(e) Indemnification. Each individual Owner shall indemnify and hold harmless every other 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 an individual Owner's Unit or appurtenant Limited Common Elements. The provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, the Developer, or the Association.

(f) Premium Expenses. Except as otherwise provided herein, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed, and the proceeds of the insurance policy or policies payable by reason of the damage or destruction are sufficient to reconstruct the property which has been damaged or destroyed, the proceeds shall be used for such purpose. As used in this Section, "reconstruction" means the restoration of the Condominium Property to substantially the same condition that existed before the damage or destruction occurred, with each Unit and Common Element having the same vertical and horizontal boundaries as existed prior to the damage or destruction.

(a) Insufficient Insurance Proceeds. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, a decision to reconstruct the property shall only be made by the affirmative vote of not less than 80% of the Owners voting at a meeting called for that specific purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after the casualty happens, whichever occurs first. At any such meeting, the Board or its representative shall present to the Owners an estimate of the cost of the reconstruction and the estimated amount of special assessments to be levied against each Unit in order to pay for reconstruction. If the property is reconstructed, any insurance proceeds received shall be applied to the reconstruction, and special assessments may be levied against the units in order to pay the balance of the reconstruction costs.



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Kent Cnty MI Rgstr 06/26/2014 SEAL

- (b) Withdrawal from the Condominium. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described above, and if a decision to reconstruct is not made in the manner provided by subparagraph (a), provision for the withdrawal of the damaged property from the provisions of the Act may be made by the affirmative vote of not fewer than 80% of the Owners voting at a meeting called for the specific purpose. Any such meeting shall be held within 30 days following the final adjustment of insurance claims, if any, or within 90 days after the casualty happens, whichever occurs first. If any Unit or portion of a Unit is withdrawn, the ownership in the Common Elements which was appurtenant to the withdrawn property shall be reallocated among the remaining Units on the basis of the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the Unit shall be reduced accordingly, on the basis of the diminution in value of such Unit, as determined by the Board.
- (c) Allocation of Proceeds. In the event of the withdrawal of a Unit, a Common Element or a portion of either, any insurance proceeds received by the Association shall be allocated among the withdrawn Units and/or Common Elements on the basis of the square footage withdrawn or such other equitable basis as the Board of Directors may determine. As compensation for such withdrawals: (1) any insurance proceeds allocated to withdrawn Units or portions of Units shall be applied in payment to the Owners of such Units in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions of them; (2) any insurance proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and, (3) any insurance proceeds allocated to withdrawn portions of the General Common Elements shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon the withdrawal of any Unit or portion of a Unit, the Owner shall be relieved of further responsibility or liability for the payment of any assessments, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.
- (d) Compliance with Act. If the property which is damaged or destroyed is not insured against the peril causing the loss, or if for any other reason, the proceeds of the insurance policy or policies payable by reason of the damage or destruction are insufficient to reconstruct the property in the manner described in this Section, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b), the provisions of the Act shall apply.
- (e) Notice to Mortgagees. Prompt written notice of any and all material damage or destruction to a Unit or any part of the Common Elements shall be given to the holder of a first mortgage lien on any Unit affected by the damage or destruction.



20140626-0050196

Mary Hollinrake P:29/44 12:02PM
Kent Cnty MI Registr 06/26/2014 SEAL

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

- (a) Units and Limited Common Elements. In the event of any taking of all or any portion of a Condominium Unit or any appurtenant Limited Common Element, the award for such taking shall be paid to the Owner of the Unit and the mortgagee of the Unit, as their interests may appear. If an Owner's entire Unit is taken by eminent domain, the Owner and the Owner's mortgagee shall, after acceptance of the condemnation award, be divests of all interest in the Condominium Project.
- (b) General Common Elements. In the event of any taking of all or any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Owners and the mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of 2/3rds or more of the Owners in number shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Property shall be resurveyed and the Master Deed and Subdivision Plan shall be amended accordingly. In addition, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect such taking to proportionately readjust the Percentages of Value of the remaining Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval by the Owner.
- (d) Notice of Mortgagees. In the event any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.
- (e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

SECTION 7. USE & OCCUPANCY RESTRICTIONS

7.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence or purposes incidental to single family residential use. Home occupations conducted entirely within the residence and participated in solely by the members of the immediate family residing in the Unit, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit, are expressly declared to be incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial structure of any kind shall be erected, placed, or permitted on any Unit.



20140626-0050196

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7.2 Common Areas. The common elements shall be used only by the Owners of Units in the Condominium and by their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, storage facilities, or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

7.3 Use & Occupancy Restrictions. In addition to the general requirements of Section 7.1 and 7.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any alterations, additions, or improvements to any General Common Element, nor make changes to the exterior appearance or structural members of the Owner's Unit or Limited Common Elements without the prior written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the Project. An Owner may make alterations, additions, or improvements within the Owner's Unit without the prior approval of the Board, but the Owner shall be responsible for any damage to other Units, the Common Elements, or the Condominium Property resulting from the alterations, additions, or improvements.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by Article IX.

(c) Nuisances. No nuisance shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. The Common Elements shall not be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Condominium Property to appear in an unclean or untidy condition. No substance or material shall be kept in any Unit or on any Common Element that will emit foul or obnoxious odors, or actions taken which will cause excessive noise which will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

(d) Signs. No signs or other advertising devices shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its Managing Agent. Nothing in the paragraph shall prevent an Owner from placing one "For Sale" sign referring only to the Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units.



20140626-0050196

Mary Hollinrake P:31/44 12:02PM
Kent Cnty MI Restr:06/26/2014 SEAL

- (e) Personal Property. No Owner shall display, hang, or store any clothing, sheets, blankets, laundry or similar articles outside the Owner's Unit, or which may be visible from the outside of the Owner's Unit (other than draperies or curtains, blinds or shades of customary nature and appearance which shall be lined or colored in a neutral shade facing the exterior), or paint or decorate, or adorn the outside of the Owner's Unit, or install any CD, short wave, satellite dish, or other radio or telecommunications antenna, window air-conditioning unit, snap-in window dividers, awning or other equipment, fixtures or items of any kind, without the prior written permission of the Association or its Managing Agent. The above restrictions shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck, patio, or porch which is a Limited Common Element appurtenant to the Owner's Unit; provided, that no such furniture or other personal property shall be stored on any open deck, patio, or porch which is visible from another Unit or from the Common Elements of the Project.
- (f) Fireworks & Weapons. No Owner shall use, or permit the use by any occupant, guest, agent, tenant, invitee, or member of his family of 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 Condominium Project.
- (g) Pets & Animals. No exotic, savage, or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes. Common household pets permitted by the Association shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, limited or general, and the owner of each pet shall be responsible for immediate clean up of any pet waste.
- (h) Recreational Property. No recreational vehicle, mobile home, trailer, tent, shack, garage, accessory building, outbuilding, or other structure of a temporary character shall be parked, erected, occupied, or used at any time without the prior written consent of the Board of Directors. No recreational vehicles, boats, or trailers shall be parked or stored in any Limited Common Element garage if such storage would prevent the full closure of the garage door, or elsewhere on the Condominium Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or residence where totally isolated from public view.
- (i) Satellite Dishes. An Owner may install a satellite dish on the Owner's Unit subject to reasonable prior written approval by the Association as to size, location, color and screening. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of the satellite dish.
- (j) Trash Disposal. All trash shall be placed in containers designated by the Developer or the Association, and the cost for trash removal shall be included within the



expenses of administering the Condominium. In the event any extra costs are incurred for trash disposal due to the size or type of trash placed for disposal by a Unit Owner, such costs shall be passed on to that Unit Owner.

(k) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for short period of time as may be reasonably necessary to permit periodic installation of trash). No vehicles shall be parked on or along private drive(s), and Owners and residents shall not use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Board of Directors. No Owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which damages or spoils the appearance of the Condominium.

(l) Application of Restrictions. Absent an election to arbitrate pursuant to Section 11 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 which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and parties having an interest in the Condominium Project.

7.4 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws 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 must be furnished by the Board to each Owner at least 10 days prior to the effective date, and may be revoked at any time by the affirmative vote of 60% or more all Owners.

7.5 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of violation of the restrictions on use and occupancy imposed by Section 7.3, to correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

7.6 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Owners and all other 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 standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair, and/or replace any Common Elements or to do any landscaping required by these Bylaws, and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.



20140626-0050196

Mary Hollinrake P:33/44 12:02PM
Kent Cnty MI Rstr 06/26/2014 SEAL

7.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Owner in the Project.

7.8 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to maintain a sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts. The Developer shall also have the right to have access to, from, and over the Condominium Property as may be reasonable to enable the development and sale of the entire Project.

7.9 Assignment & Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate instrument in writing, signed by the Developer, and recorded in the public records of Kent County, Michigan. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

SECTION 8. MORTGAGES

8.1 Notice to Association. Any 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". Such information relating to the mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to, mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

8.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief with the amounts of such coverage.

8.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation, which is binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights"

(a) Inspection and Notice. Upon written request to the Association, a mortgagee will be entitled to: (1) inspect the books and records relating to the Project on a reasonable notice during normal business hours; (2) receive a copy of the annual financial statement which is distributed to Owners; (3) notice of any default by is mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and, (4) notice of all meetings of the Association and its right to designate a representative to attend such meetings.

(b) Exemption from Restrictions. A mortgagee which comes into possession of a Condominium Unit pursuant to remedies provided in the mortgage or by deed (or

assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on sale or rental of the mortgaged Unit, including but not limited to, restriction on posting of signs pertaining to the sale or rental of the Unit.

(c) Past Due Assessments. A mortgagee which comes into possession of a Condominium Unit pursuant to remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments charged to all Units including the mortgaged Unit).

8.4 Additional Notification. When a notice is to be given to a Mortgagee, upon the request of the Mortgagee and the delivery of sufficient address information to the Association, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Housing Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium.

SECTION 9. LEASES

9.1 Notice of Lease. An Owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than 180 consecutive days, shall disclose that fact in writing to the Association at least 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. If the Developer proposes to rent condominium units before the Transitional Control Date, it must notify either the Advisory Committee or each Owner in writing. No Unit shall be rented or leased for a period of less than 180 days without the prior written consent of the Association.

9.2 Terms of Lease. Tenants or non-Owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements may require such compliance. The Owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

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

(a) Notice. The Association shall notify the Owner by certified mail advising of the alleged violation by the tenant. Receipt of the certified mail notice shall be deemed made on the 2nd business day after mailing, whether or not the Owner acknowledges the certified mail notification.

(b) Investigation. The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.



20140626-0050196

Mary Hollinrake P:35/44 12:02PM
Kent Cnty MI Rstr 06/26/2014 SEAL

(c) Legal Action. 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-Owner occupant, and a simultaneous action for money damages (in the same or in a separate action) against the Owner and tenant or non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant, non-Owner occupant, and the Owner liable for any damages to the Common Elements caused by the tenant, non-Owner occupant and/or the Owner in connection the Unit or the Condominium Project.

9.4 Liability for Assessments. If an Owner is in arrearage to the Association for assessments, or any amount due under the Condominium Documents, the Association may give written notice of the arrearage to a tenant occupying the Owner's Unit, and the tenant, after receiving such notice, shall deduct from the rental payments due the Owner the full amount due and future amounts due as they fall due, and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

SECTION 10. SALE & SUBSEQUENT TRANSFER OR UNITS.

10.1 Notice to Association. Whenever an Owner shall sell, give, devise, or otherwise transfer the Owner's Unit, or any interest therein, the Owner shall give written notice to the Association 10 days prior to and upon the consummation of the transfer. Such notice shall be accompanied by a copy of the sales agreement and a deed, or other documents effecting the transfer.

SECTION 11. ARBITRATION

11.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents, and any disputes, claims, or grievances arising among or between Owners, or between such Owners and the Association, may, upon the election and written consent of all parties to the dispute, claim, or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as the same may be amended from time to time, shall be applicable to all such arbitration.

11.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 11.1 above, no Co-owner or the Association will be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

11.3 Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration will preclude such parties from litigating such dispute, claim or grievance in the courts.

SECTION 12. MISCELLANEOUS PROVISIONS

12.1 Defined Terms. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached as an exhibit, or as defined in the Act.



20140626-0050196

Mary Hollinrake P:36/44 12:02PM
Kent Cnty MI Restr 06/26/2014 SEAL

12.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

12.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing, and shall be address to the Association at its registered office in the State of Michigan, or to any Owner at the address contained in the deed of conveyance, or at such other addresses as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him or her by giving written notice to the Association. Except as otherwise provided for in these Bylaws, notices addressed as above shall deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

12.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed of Trail Ridge Condominium.

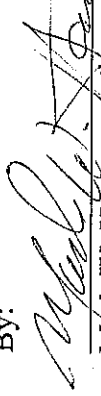
12.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document have the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;
- (4) The Association (Corporate) Bylaws;
- (5) The Rules & Regulations of the Association.

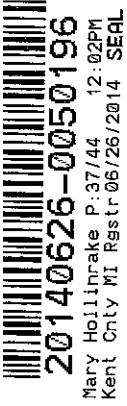
These Condominium Bylaws have been signed by the Developer on this 16th day of June, 2014.

MWH Investments, LLC, a Michigan limited
Liability company

By:


Mark W. Hamersma, its Manager

STATE OF MICHIGAN
COUNTY OF KENT



The foregoing document was signed before me on this 16th day of June, 2014, by MWH Investments, a Michigan limited liability company, by Mark W. Hamersma, its Manager.

HOLLY A. JACKSON-BURNHAM
Notary Public, State of Michigan
County of Barry
My Commission Expires 05-20-2014
Acting in the County of Kent

Holly A. Jackson-Burnham
Notary Public, County of Barry
Acting in County of Kent, State of Michigan
My commission expires: 5/20/16