

11/15/14  
I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any Individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.  
DATE June 26, 2014

Jane Adams  
Deputy, Kent County Treasurer, Grand Rapids, Michigan



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## MASTER DEED

OF

## TRAIL RIDGE CONDOMINIUM

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

Kent County Subdivision Plan No. 917 containing:

1. Master Deed establishing Trail Ridge Condominium, a residential Condominium Project.
2. Exhibit A to Master Deed: The Condominium Bylaws of Trail Ridge Condominium.
3. Exhibit B to Master Deed: The Condominium Subdivision Plan for Trail Ridge Condominium.
4. Exhibit C to Master Deed: Mortgagee Consent to Submission to Condominium Ownership.
5. Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

This instrument drafted by:

Holly A. Jackson  
DURELL & JACKSON PLC  
644 Lovett St SE, Suite A  
Grand Rapids, MI 49506

split  
PPN 41-23-33-101-017 '10  
VERIFIED BY PD&M LD

from 103-015 thru 023 '05  
031 thru 064 '05



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**MASTER DEED  
OF  
TRAIL RIDGE CONDOMINIUM**

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

This Master Deed (the "Master Deed") is made on the 16<sup>th</sup> day of June, 2014, by MWH Investments, LLC, a Michigan limited liability company, of 15 Ionia Ave SW, Suite 340, Grand Rapids, Michigan 49503 (the "Developer") upon the terms and conditions below.

**SECTION 1: ESTABLISHMENT OF CONDOMINIUM**

1.1 Project. The Developer is engaged in the construction of a condominium project to be known as Trail Ridge Condominium (the "Project"), in the Township of Caledonia, Kent County, Michigan on a parcel of land described on the attached Exhibit B (the "Property").

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed, together with the Condominium Bylaw attached as Exhibit A, and the Condominium Subdivision Plan attached as Exhibit B, to establish the real property described on Exhibit B, together with the improvements located and to be located on such Property, as a condominium project (the "Condominium") under the provisions of the Michigan Condominium Act (the "Act"). The Developer does hereby declare that upon the recording of this Master Deed, Trail Ridge Condominium, shall be a Project under the Act and the Project shall be held, conveyed, 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 contained in the Master Deed, all of which shall be deemed to run with the land and to be a burden upon and benefit to the Developer, its successors and assigns, and to any person who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a residential condominium. There are twelve (12) Condominium Units which may be developed in the first phase of the Project, including the number, boundaries, dimensions, and area of each unit ("Unit"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project.

1.4 Owner Rights. Each Owner of a Unit ("Owner") in the Project shall have an exclusive property right to the Owner's Unit and to the limited common elements which are appurtenant to the Owner's Unit, and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project described in the Master Deed.

## **SECTION 2: LEGAL DESCRIPTION OF THE PROPERTY**

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described on the front page of Exhibit B, the Condominium Subdivision Plan.

2.2 Beneficial Easements. The Condominium Project and the Units located in the Project are benefitted by the ingress, egress, utility, and other easements described and/or shown on the Exhibit B.

## **SECTION 3: DEFINITIONS.**

3.1 Definitions. Certain terms are used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Condominiums, such as, by way of example and not limitation, the Articles of Incorporation, the Association Bylaws and Rules and Regulations of Trail Ridge Condominium Association, Inc., a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in the documents regarding the Condominiums, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Office of Policy and Legislative Affairs of the Michigan Department of Licensing & Regulatory Affairs.

(c) Association. "Association" or "Association of Owners" means Trail Ridge Condominium Association, Inc., the Michigan non-profit corporation of which all Owners are members, which shall administer, operate, manage, and maintain the Project. Apart from all Owners being members of Trail Ridge Condominium Association, Inc., the Association is a member of The Crossroads of Caledonia Condominium Association, a mixed use site condominium recorded in Instrument No. 20040929-0130720, Kent County Records, as the same has been or may be amended from time to time.

(d) Association Bylaws. "Association Bylaws" means the corporate bylaws of the Association organized to manage, maintain, and administer to the Project.

(e) Common Elements. "Common Elements" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed.

(f) Condominium Bylaws. "Condominium Bylaws" means Exhibit A to this Master Deed, which are the bylaws which describe the substantive rights and obligations of the Owners.



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(g) Condominium Documents. "Condominium Documents" means the Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules & Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of an Owner in the Condominium

(h) Condominium Property. "Condominium Property" means the land described in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(i) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B to this Master Deed, which is the site, survey, floor plans and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

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

(k) Owner. "Owner" means the person, firm, corporation, partnership, association, trust, or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner".

(l) Developer. "Developer" means MWH Investments, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, its successors and assigns. Successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever, and however such term is used in the Condominium Documents.

(m) Development and Sales Period. "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for so long as the Developer or its successor continue to own and offer for sale any Unit in the Project.

(n) General Common Elements. "General Common Elements" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project.

(o) Limited Common Elements. "Limited Common Elements" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.



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(p) Master Deed. "Master Deed" means this document, together with the exhibits attached to it, and any and all amendments, which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(r) Project. "Project" or "Condominium" means Trail Ridge Condominium, a residential condominium development established under the provisions of the Act.

(s) Subdivision Plan. "Subdivision Plan" means Exhibit B to this Master Deed.

(t) Transitional Control Date. "Transitional Control Date" means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate. Similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

#### **SECTION 4: COMMON ELEMENTS**

4.1 General Common Elements. The General Common Elements of the Project are:

(a) Land. The land described in Section 2 of the Master Deed, including easement interests benefiting the Condominium for ingress, egress, and utility installation and other purposes, over, across, and through adjoining properties whether now existing or granted to the Condominium as a later date;

(b) Exterior Improvements. The private drive and parking spaces, and the common trails, walkways, lawns, yards, trees, shrubs, and other improvements;

(c) Electrical. The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors, and ceilings;

(d) Gas. The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within walls, floors, and ceilings;



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(e) Heating & Air-Conditioning. The heating and/or air-conditioning conduits and ducts throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

(f) Water. The underground sprinkling system and the water distribution system throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

(g) Sanitary Sewer. The sanitary sewer system throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

(h) Storm Drainage. The storm drainage and/or water retention system throughout the Project;

(i) Telephone. The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within the common walls, floors, and ceilings;

(j) Telecommunications. The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

(k) Building Elements. The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings, floors, entrances and exits of the Project

(l) Attic Spaces. The attic spaces, and any other building areas not otherwise designated as a Limited Common Element or part of a Unit on Exhibit B.

(m) Front Yard Lighting. The one or more lamp posts and bulb(s) installed in front of or adjacent to each of the buildings which consist of 2 to 5 Units to illuminate the area in front of and adjacent to the building.

(n) Project Entrance Improvements. Any entry signage and other improvements located at or near the entrance of the Project; and,

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

(p) Utility & Telecommunications Systems. Some or all of the utility lines, equipment, and system (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or





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telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunications services located within a Condominium Unit and supplying service that Unit alone;

(b) Decks. The deck attached to each Unit in the Project and the exterior hardware of each Unit;

(c) Delivery Boxes. The mail and/or newspaper box located on a Unit or permitted by the Association on the General Common Elements to serve the Unit;

(d) Heating & Cooling Appliances. The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(e) Windows, Sliders, Doors & Screens. The automatic garage door opening mechanism and the windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall;

(f) Garage Interiors. Garage interior spaces, and the interior surfaces of garage walls, ceilings, and floors;

(g) Interior Unit Surfaces. The interior surfaces of perimeter walls, doors, ceilings and floors located within a Condominium Unit; and,

(h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association.

(i) Subsequent Assignment. In the event that no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:



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(a) Limited Common Elements. Each Owner shall be individually responsible for the routine cleaning, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Owner's Unit, or where the Limited Common Element is appurtenant to more than one Unit, all Unit Owners to whom the Limited Common Element is appurtenant, shall be jointly responsible.

(b) Unit Improvements. If any Unit Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against the Unit or Units.

(c) Association Oversight. The level of maintenance and repairs of the decks, driveways, and Unit walkways shall at all times be subject to review of the Association. In the event that the cleaning and decoration of such Common Elements by the responsible Owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Owner responsible for cleaning, repair, and maintenance.

(d) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, snow removal and lawn mowing of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of an Owner or an Owner's agent, invitee, family member or pet.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning and re-assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance, all Owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development & Sales Period) and/or the Association (after the Development & Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limited the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of





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assigning or reassigning the Limited Common Elements and in general, to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## **SECTION 5: DESCRIPTION, VALUE, & MODIFICATION OF UNITS**

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by Nederveld Associates Surveying, Inc., consulting engineers and surveyors. Detailed architectural plans and specification have been filed with the Township of Caledonia, Kent County, Michigan. Each Unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining the dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of value assigned to each of the Condominium Units in the Project shall be equal to each other Unit. The determination that Percentages of Value of all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the public records of Kent County, Michigan.

5.3 Unit Modification. The number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee, if any, of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed

to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

## **SECTION 6: EXPANDABILITY OF CONDOMINIUM**

6.1 Expandable Area. The Project established by this Master Deed consists of twelve (12) Condominium Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety, a maximum of forty two (42) Units. Additional Units, if any, will be established upon all or some portion of the land described on Sheet 6 of Exhibit B, the Condominium Subdivision Plan (the "Expandable Area").

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time, within a period ending not later than 6 years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, sizes, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order, nor to construct any particular improvements on the added property.

6.4 Amendment(s) to Master Deed. An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentage of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such readjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value.

6.5 Redefinition of Common Elements. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any such

amendment(s), the 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 intent 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 Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (1) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (2) to create easements burdening and benefitting portions of the parcel or parcels being added to the Project; and, (3) 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 may be 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.

## **SECTION 7: CONTRACTION OF CONDOMINIUM**

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of twelve (12) Units and may, at the election of the Developer, be contracted to a minimum of eight (8) Units.

7.2 Withdrawal of Units. The number of Units in the Project, may, at the option of the Developer from time to time, within a period ending not later than 6 years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner, purchaser, and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Section 7, there are no restrictions or limitation on the right of the Developer to withdraw lands from the Project or 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 lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

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 of the Project in any particular order, not to construct particular improvements on any withdrawn lands. The 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 as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining residential development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentage of Value assigned by Section 5.2 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (1) to create easements burdening or benefitting portions or all of the parcel or parcels being withdrawn from the Project; and (2) to create or change restrictions or other terms and provisions affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

## SECTION 8: EASEMENTS

8.1 Easements for Support, Maintenance, and Repair. Every portion of a Condominium Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easements of structural support for the benefit of the Common Elements within the building. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development & Sales Period) for the maintenance and repair of the Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility. There shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair, or maintenance of such services, and costs incurred in the opening or repairing of any building, wall, or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. Until the initial sale of all Units that may be created under the provisions of this Master Deed or of any other project developed by the Developer or its successor on the Property has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve, and/or extend all roadways, drives, and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it; and,

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Section 2.

Provided, the Condominium is contracted and any portion of the Property is removed under Section 7, the easements described above shall be permanent, subject to payment by the Owners of a proportionate share (based on the total number of residences using the easements) of the cost of maintenance and repair of the improvements constructed in such easements.

## **SECTION 9: AMENDMENT & TERMINATION**

9.1 Pre-Conveyance Amendments. If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Kent County, Michigan.

9.2 Post-Conveyance Amendments. If there is an Owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to (1) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (2) amendments correcting survey or other errors in the Condominium Documents; or (3) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government in the State of Michigan.

(b) Material Changes. The amendment may be made, even if it will materially alter or change the rights of the Owners, with the consent of not less than two-thirds of the Owners; provided, that an Owner's Unit dimensions or Limited Common Elements may not be modified without the Owner's consent, nor may the formula used to determine the Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Owner. Rights reserved by the Developer, including without limitation, rights to amend for purposes of contraction and/or modification of units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(c) Compliance with Law. Amendments may be made by the Developer without the consent of the Owners and mortgagees, even if the amendment will

materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state, or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development & Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

(e) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration under this Section not less than 10 days before the amendment is recorded.

9.3 Project Termination. If there is an Owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Owners and mortgagees, in the following manner:

(a) Termination Agreement. Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, the termination shall become effective only when the Agreement has been recorded in the public records in Kent County, Michigan.

(b) Real Property Ownership. Upon recordation of an instrument terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner, their heirs, successors or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recordation of an instrument terminating the Project, any rights the Owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that the common profits shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Persons. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

**SECTION 10: ASSIGNMENT OF DEVELOPER RIGHTS**

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including, without limitation, the power to approve or to disapprove any act, use, or proposed action may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Kent County Register of Deeds.

This Master Deed has been signed by the Developer on this 16<sup>th</sup> day of June, 2014.

MWH Investments, LLC, a Michigan limited Liability company

STATE OF MICHIGAN  
COUNTY OF KENT

By: [Signature]  
Mark W. Hamersma, its Manager

The foregoing document was signed before me on this 16<sup>th</sup> 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 05-20-2016  
Acting in the County of Kent

[Signature]  
Notary Public, County of Barry  
Acting in County of Kent, State of Michigan  
My commission expires: 5/20/16

Drafted by and Return to:

Holly A. Jackson  
Durell & Jackson PLC  
644 Lovett St SE, Suite A  
Grand Rapids, MI 49506





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**EXHIBIT A**



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## **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 place 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.



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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

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



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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

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

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 be 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.

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

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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(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.

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.



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.

(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.

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 any 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 2<sup>nd</sup> 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.



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(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.

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 16<sup>th</sup> day of June, 2014.

MWH Investments, LLC, a Michigan limited  
Liability company

By:

  
Mark W. Hamersma, its Manager



STATE OF MICHIGAN  
COUNTY OF KENT



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The foregoing document was signed before me on this 16<sup>th</sup> 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 05-20-2016  
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



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KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 977  
EXHIBIT "B" TO THE MASTER DEED OF:

ATTENTION COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED  
IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED  
TO THIS PROJECT IT MUST BE PROPERLY SHOWN ON THIS SHEET  
AND IN THE SURVEYORS CERTIFICATE ON SHEET NO. 2.

**TRAIL RIDGE CONDOMINIUM**  
PART OF SECTION 33 T5N, R10W, CALEDONIA TOWNSHIP, KENT COUNTY, MICHIGAN

DEVELOPER :  
MWH INVESTMENTS, L.L.C.  
15 IONIA AVE. SW, STE. 340  
GRAND RAPIDS, MICHIGAN 49503

SURVEYOR :  
NEDERVELD, INC.  
217 GRANDVILLE AVE. SW  
GRAND RAPIDS, MICHIGAN 49503

EXHIBIT "B"

DESCRIPTION

Part of Unit 3, "The Crossroads of Caledonia Condominium", a condominium according to the Master Deed recorded in Instrument No. 20040929-0130720, as amended, in the Office of the Kent County Register of Deeds and designated as Kent County Condominium Subdivision Plan No. 685, together with rights in general common elements and limited common elements as set forth in said Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, being described as: Commencing at the Southwest corner of Unit 3 of said "The Crossroads of Caledonia Condominium", also being the Southwest corner of "The Trails At Crossroads Condominium", a condominium according to the Master Deed recorded in Instrument No. 20050920-0112525, as amended, in the Office of the Kent County Register of Deeds; thence S41°00'56"E 266.22 feet along the Southwesterly line of said Unit 3 and "The Trails At Crossroads Condominium" to the Point of Beginning; thence N48°27'48"E 101.52 feet; thence S45°49'42"E 10.84 feet; thence Southeasterly 97.27 feet along a 1979.00 foot radius curve to the right, said curve having a central angle of 2°53'43", and a chord bearing S44°25'13"E 97.26 feet; thence N46°33'23"E 172.68 feet (the previous four courses being along the boundary of "The Trails At Crossroads Condominium"); thence S41°37'31"E 268.94 feet; thence S36°38'46"W 171.60 feet; thence S48°24'33"W 115.95 feet; thence N41°00'56"W 406.42 feet along the Southwesterly line of said Unit 3 to the Point of Beginning.

SHEET INDEX

- 1. COVER SHEET
- 2. SURVEY & SITE PLAN
- 3. DETAILED SITE PLAN
- 4. EASEMENT PLAN
- 5. UTILITY PLAN
- 6. EXPANDABLE AREA PLAN
- 7. BUILDING FLOOR PLANS AND BUILDING SECTIONS  
FOR BUILDINGS 1, 2, & 3

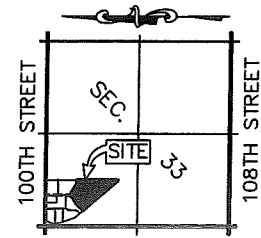


*[Signature]*

PROPOSED DATED JUNE 18, 2014

# LOCATION MAP

NO SCALE



CHERRY VALLEY/ M-37

PRIOR TO EXCAVATION CONTACT  
MISS DIG 3 WORKING DAYS IN  
ADVANCE 1-800-482-7171

UTILITY NOTE  
ALL THE UTILITIES WILL BE SHOWN  
ON THE "AS-BUILT" PLANS  
INCLUDING SERVICE SIZE AND  
METER LOCATION.

# COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	7915.10	3439.36	6	7823.26	3891.28
2	7714.23	3614.07	7	7622.23	4069.93
3	7781.54	3690.06	8	7484.54	3967.50
4	7773.99	3697.84	9	7407.58	3880.79
5	7704.52	3765.91			

EAST LINE, WEST 1/2, NW  
1/4, SECTION 33, T5N, R10W

CROSSROADS OF  
CALEDONIA

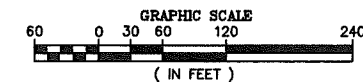
SEE SHEET NO. 4 FOR  
EASEMENT DETAILS

# GENERAL NOTES

1. BENCH MARK ELEVATION 782.66 N.G.V. DATUM. RAILROAD SPIKE IN SOUTHSIDE OF POWER POLE LOCATED AT NW CORNER OF 100TH ST. AND CROSSROADS CT.
2. BEARINGS AS SHOWN HEREON ARE BASED ON THE KENT COUNTY SECTION BREAK AS RECORDED IN LIBER 289, PAGE 11.
3. IRON BARS 1/2 INCH IN DIAMETER AND 36 INCHES IN LENGTH AND ENCASED IN 4" OF CONCRETE HAVE BEEN PLACED AT ALL BOUNDARY CORNERS.
4. ALL DIMENSIONS ARE IN FEET.
5. ALL CURVE DIMENSIONS ARE ARC DISTANCES.
6. FLOOD PLAIN NOTE: THE AREA IS MAPPED BY THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS BUT THIS PARCEL DOES NOT LIE WITHIN THE BOUNDARY OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY THESE MAPS.
7. THE TOTAL AREA OF THE CONDOMINIUM IS 2.14 ACRES.
8. EACH STRUCTURE SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE TOWNSHIP OF CALEDONIA, KENT COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES NEEDED FOR BUILDINGS 1, 2, & 3 "MUST BE BUILT".
10. BUILDING INTERIOR DIMENSIONS ARE DERIVED FROM FIELD OBSERVATIONS AND ARCHITECTURAL PLANS. THIS CONDOMINIUM SUBDIVISION PLAN REFLECTS THE INDIVIDUAL UNIT OWNERSHIP LINES AND SHOULD NOT BE USED OR RELIED UPON FOR ANY ARCHITECTURAL RENOVATIONS.
11. UNIT SQUARE FOOTAGES SHOWN ARE INCLUSIVE OF INTERIOR PARTITIONING WITHIN AND BETWEEN UNITS AND MAY INCLUDE SQUARE FOOTAGE OCCUPIED BY STRUCTURAL LOAD BEARING BUILDING COMPONENTS (IT IS NOT THE INTENT OF THESE DRAWINGS TO DETAIL THE DIMENSIONS OR PLACEMENT OF SAID COMPONENTS - SAID COMPONENTS BEING GENERAL COMMON ELEMENTS).

# LEGEND

- = CONCRETE MONUMENT
- [Hatched Box] = GENERAL COMMON ELEMENT
- [Diagonal Lines Box] = LIMITED COMMON ELEMENT
- [Cross-hatched Box] = GENERAL COMMON ELEMENT IN THE CROSSROADS OF CALEDONIA CONDOMINIUM



# SURVEYOR'S CERTIFICATE

I, RANDAL J. VUGTEVEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 217, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN 12 MONTHS FROM RECORDATION OF THE CONDOMINIUM SUBDIVISION PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

JUNE 18, 2014

RANDAL J. VUGTEVEEN  
PROFESSIONAL SURVEYOR NO. 28429  
NEDERVELD ASSOCIATES SURVEYING, INC.  
217 GRANDVILLE AVE. SW  
GRAND RAPIDS, MI 49503



# SURVEY & SITE PLAN TRAIL RIDGE CONDOMINIUM

NEDERVELD, INC. -- 217 GRANDVILLE AVE. SW -- GRAND RAPIDS, MICHIGAN 49503

PROPOSED DATED JUNE 18, 2014

SHEET NO. 2

20140626-0050196  
Mary Hollinrake P:39/44 12:02PM  
Kent Cnty MI Rgstr 06/26/2014 SEAL

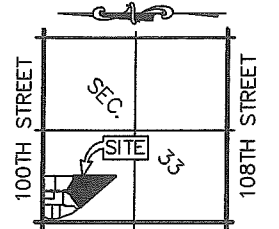
SEE SHEET NO. 2  
FOR GENERAL NOTES

SEE SHEET NO. 4 FOR  
EASEMENT DETAILS

EAST LINE, WEST 1/2, NW 1/4,  
SECTION 33, T5N, R10W

### LOCATION MAP

NO SCALE



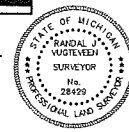
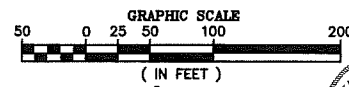
CHERRY VALLEY/ M-37

### COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	7915.10	3439.36	7	7622.23	4069.93
2	7714.23	3614.07	8	7484.54	3967.50
3	7781.54	3690.06	9	7407.58	3880.79
4	7773.99	3697.84	10	7457.05	3888.32
5	7704.52	3765.91	11	7791.82	3878.49
6	7823.26	3891.28	12	7690.16	3968.82

### LEGEND

- = CONCRETE MONUMENT
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- [Diagonal Lines Box] = LIMITED COMMON ELEMENT
- [Cross-hatched Box] = GENERAL COMMON ELEMENT OF THE CROSSROADS OF CALEDONIA CONDOMINIUM



*[Signature]*  
PROPOSED DATED JUNE 18, 2014

## DETAILED SITE PLAN TRAIL RIDGE CONDOMINIUM

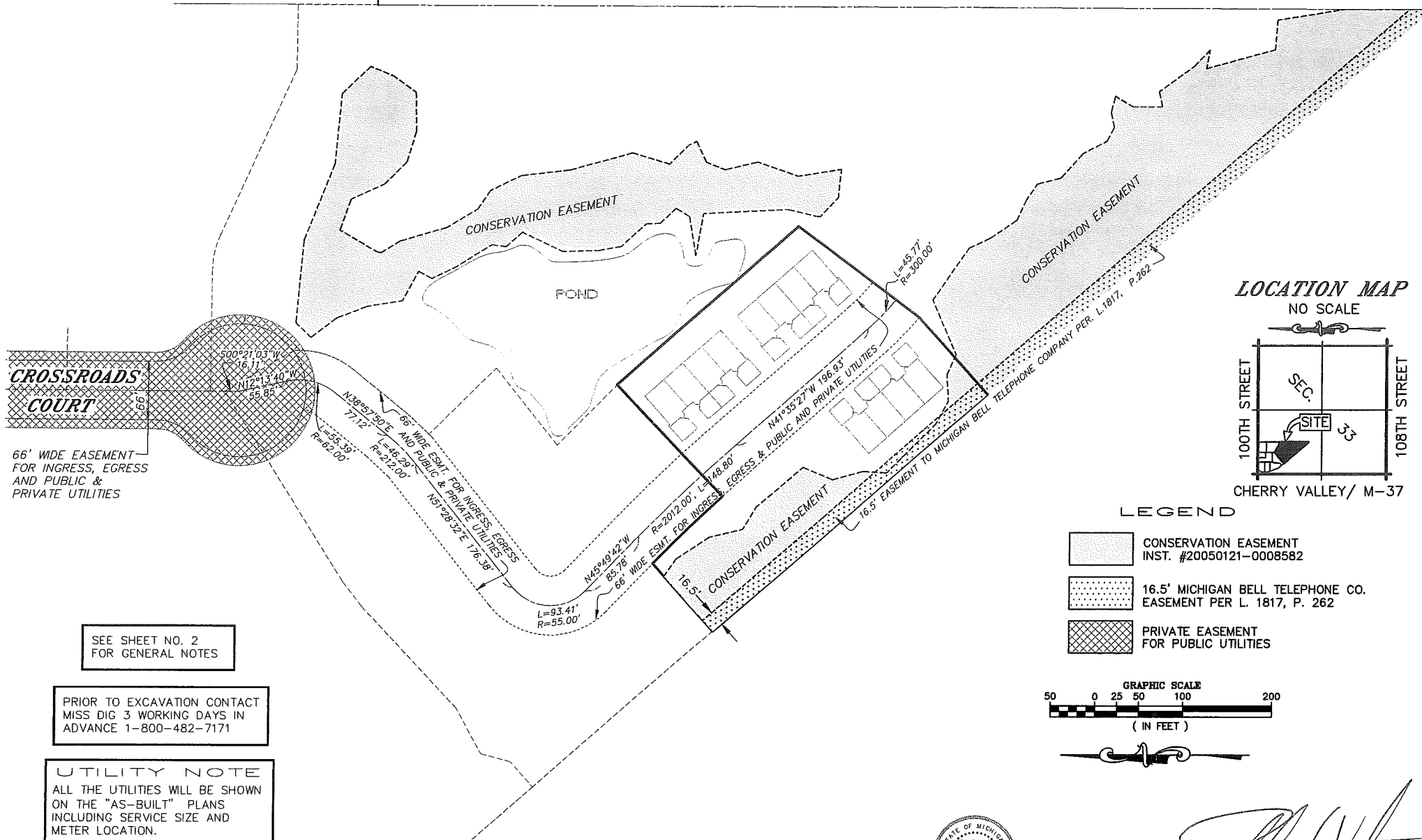
NEDERVELD, INC. -- 217 GRANDVILLE AVE. SW -- GRAND RAPIDS, MICHIGAN 49503

PRIOR TO EXCAVATION CONTACT  
MISS DIG 3 WORKING DAYS IN  
ADVANCE 1-800-482-7171

**UTILITY NOTE**  
ALL THE UTILITIES  
WILL BE SHOWN  
ON THE  
"AS-BUILT"  
PLANS INCLUDING  
SERVICE SIZE AND  
METER LOCATION.

20140626-0050196  
Mary Hollinrake P.40/44 12:02PM  
Kent Only MI Regstr 06/26/2014 SEAL

20140626-0050196  
Mary Hollinrake P:41/44 12:02PM  
Kent Cnty MI Rgstr 06/26/2014 SEAL



SEE SHEET NO. 2  
FOR GENERAL NOTES

PRIOR TO EXCAVATION CONTACT  
MISS DIG 3 WORKING DAYS IN  
ADVANCE 1-800-482-7171

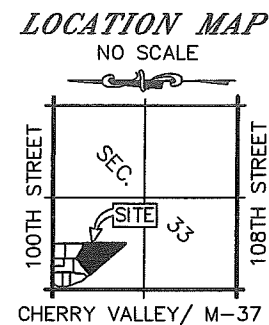
UTILITY NOTE  
ALL THE UTILITIES WILL BE SHOWN  
ON THE "AS-BUILT" PLANS  
INCLUDING SERVICE SIZE AND  
METER LOCATION.

# EASEMENT PLAN TRAIL RIDGE CONDOMINIUM

NEDERVELD, INC. -- 217 GRANDVILLE AVE. SW -- GRAND RAPIDS, MICHIGAN 49503

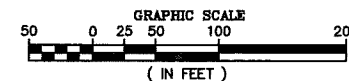


*[Signature]*  
PROPOSED DATED JUNE 18, 2014



## LEGEND

- CONSERVATION EASEMENT  
INST. #20050121-0008582
- 16.5' MICHIGAN BELL TELEPHONE CO.  
EASEMENT PER L. 1817, P. 262
- PRIVATE EASEMENT  
FOR PUBLIC UTILITIES



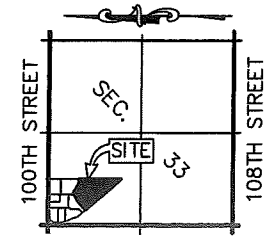


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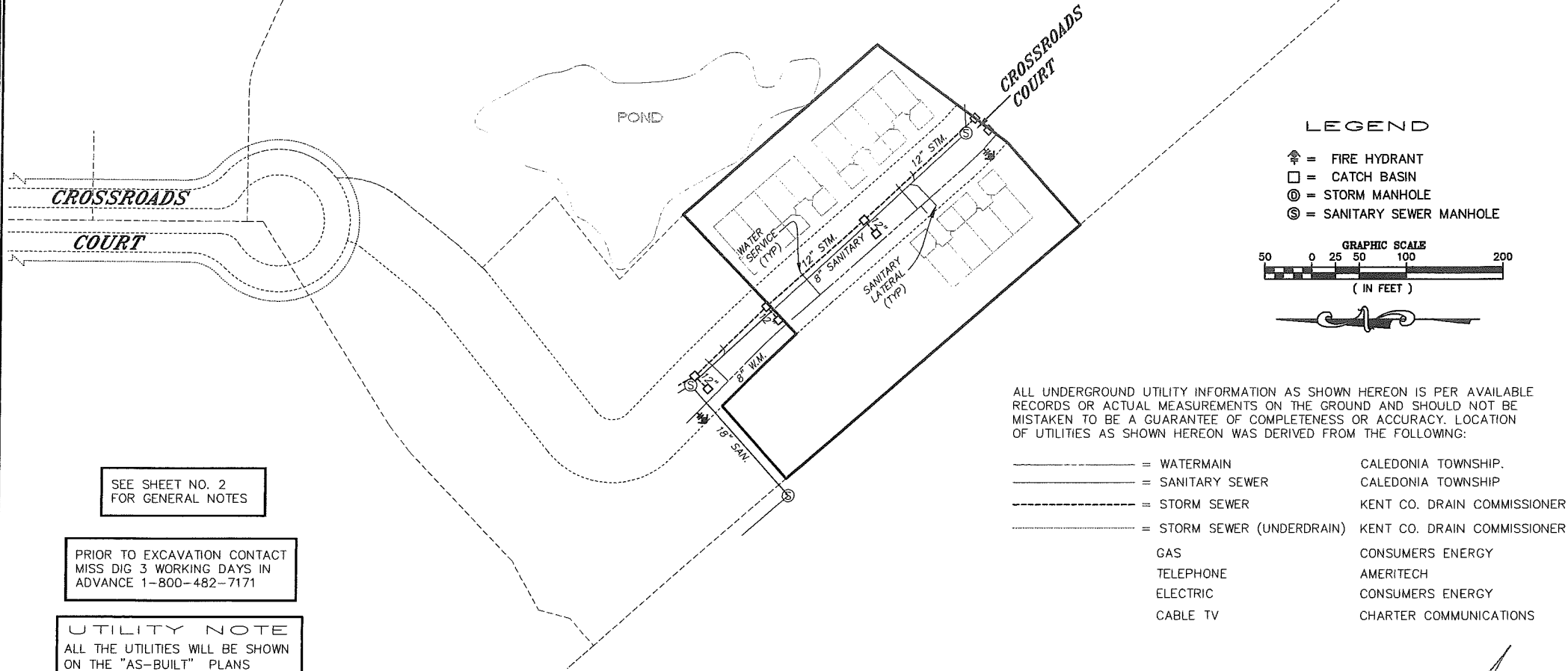
Mary Hollinrake P. 42/44 12:02PM  
Kent Cnty MI Rgstr 06/26/2014 SEAL

### LOCATION MAP

NO SCALE

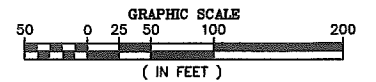


CHERRY VALLEY/ M-37



### LEGEND

- = FIRE HYDRANT
- = CATCH BASIN
- = STORM MANHOLE
- = SANITARY SEWER MANHOLE



ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- |                                      |                             |
|--------------------------------------|-----------------------------|
| — = WATERMAIN                        | CALEDONIA TOWNSHIP.         |
| — = SANITARY SEWER                   | CALEDONIA TOWNSHIP          |
| --- = STORM SEWER                    | KENT CO. DRAIN COMMISSIONER |
| - · - · - = STORM SEWER (UNDERDRAIN) | KENT CO. DRAIN COMMISSIONER |
| — = GAS                              | CONSUMERS ENERGY            |
| — = TELEPHONE                        | AMERITECH                   |
| — = ELECTRIC                         | CONSUMERS ENERGY            |
| — = CABLE TV                         | CHARTER COMMUNICATIONS      |

SEE SHEET NO. 2  
FOR GENERAL NOTES

PRIOR TO EXCAVATION CONTACT  
MISS DIG 3 WORKING DAYS IN  
ADVANCE 1-800-482-7171

**UTILITY NOTE**  
ALL THE UTILITIES WILL BE SHOWN  
ON THE "AS-BUILT" PLANS  
INCLUDING SERVICE SIZE AND  
METER LOCATION.

## UTILITY PLAN TRAIL RIDGE CONDOMINIUM

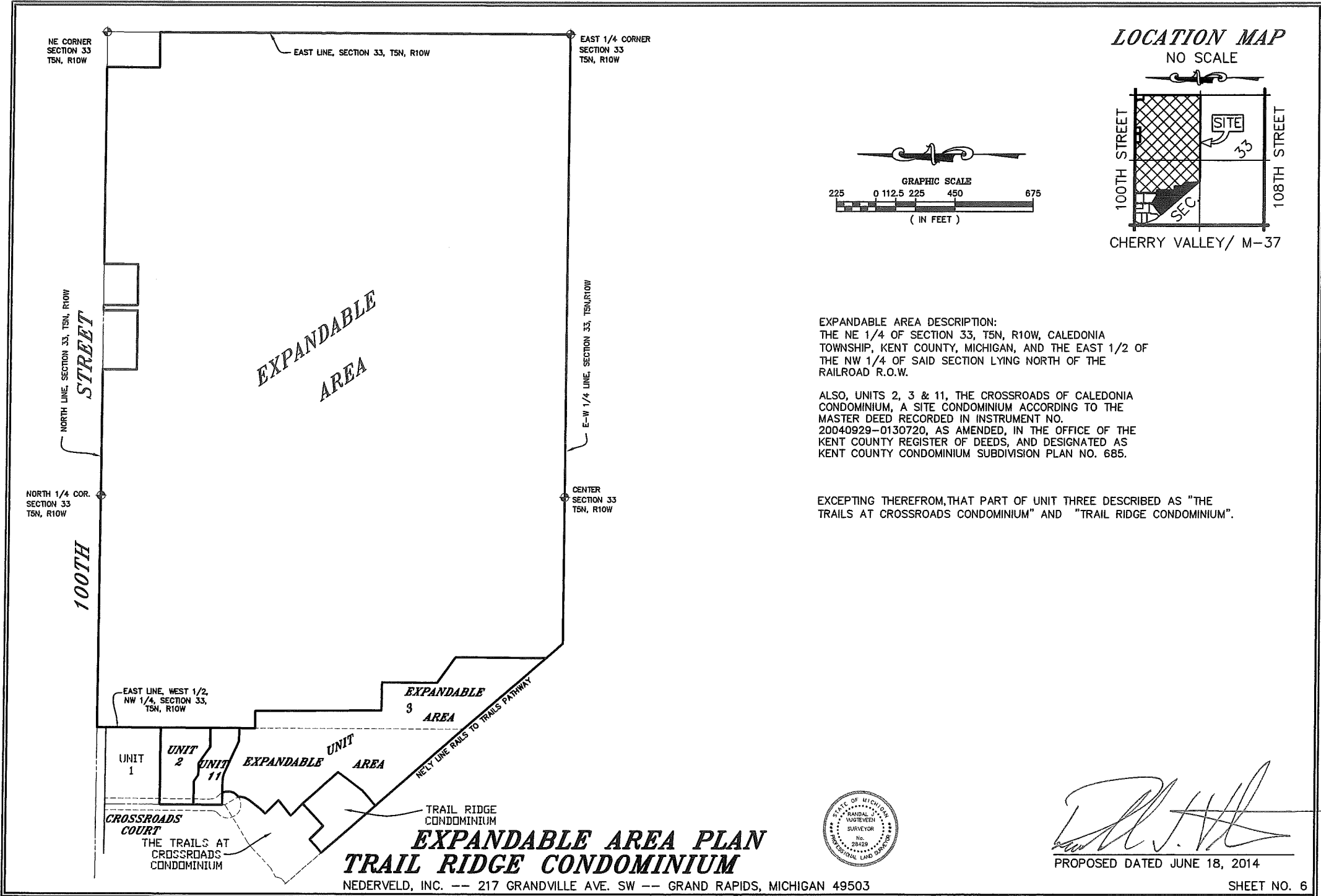
NEDERVELD, INC. -- 217 GRANDVILLE AVE. SW -- GRAND RAPIDS, MICHIGAN 49503



PROPOSED DATED JUNE 18, 2014

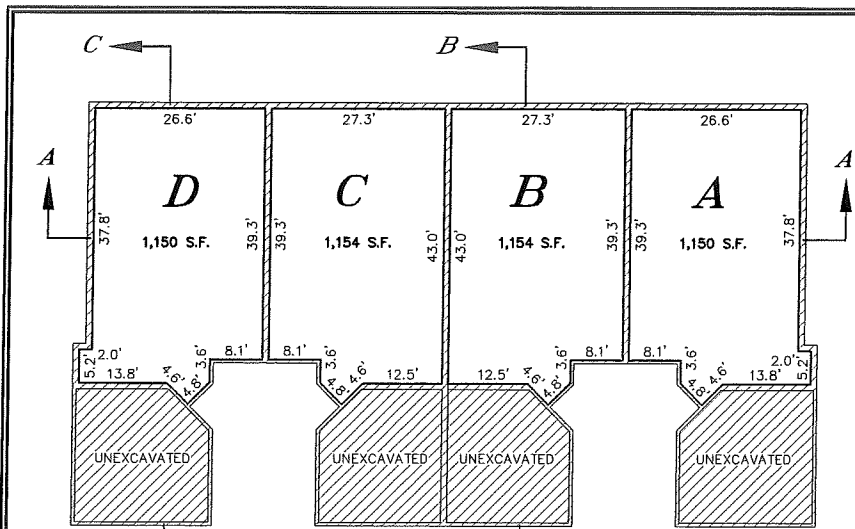
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Kent Cnty MI Rgstr 06/26/2014 SEAL

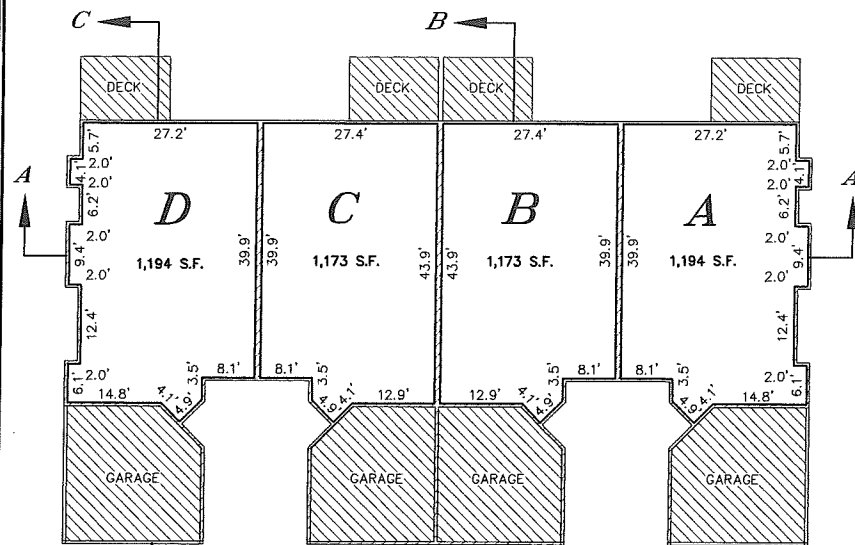


*[Signature]*  
PROPOSED DATED JUNE 18, 2014

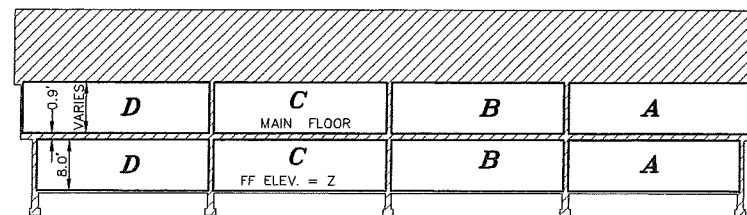
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Kent Cnty MI Rgstr 06/26/2014 SEAL



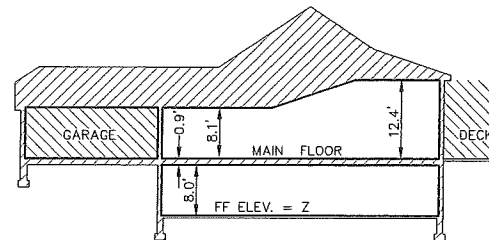
**BASEMENT FLOOR PLAN**  
FOR BUILDINGS 1, 2, & 3



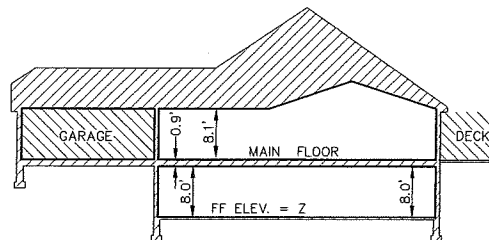
**MAIN FLOOR PLAN**  
FOR BUILDINGS 1, 2, & 3



**SECTION A - A**  
FOR BUILDINGS 1, 2, & 3



**SECTION B - B**  
FOR BUILDINGS 1, 2, & 3



**SECTION C - C**  
FOR BUILDINGS 1, 2, & 3

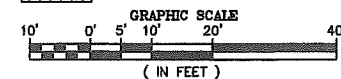
**LEGEND**

S.F. = SQUARE FOOTAGE OF UNIT

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT



TYPICAL BASEMENT WALL THICKNESS = 0.96'

TYPICAL EXTERIOR WALL THICKNESS = 0.50'

TYPICAL PARTY WALL THICKNESS = 0.88'

NOTE:  
1. UNIT SQUARE FOOTAGES ARE ROUNDED  
TO THE NEAREST SQUARE FOOT.

2. ALL OWNERSHIP LINES ARE AT 90°00'00"  
TO EACH OTHER UNLESS OTHERWISE NOTED.

SEE SHEET NO. 2  
FOR GENERAL NOTES

**BUILDING SCHEDULE**

BLDG NO.	UNIT NO.	FLOOR PLAN	TOTAL SQ. FT. (EX. GAR.)	FF ELEV. = Z	BLDG TYPE
1	1	A	2345	788.0	D.L.
	2	B	2331	788.0	D.L.
	3	C	2331	788.0	D.L.
	4	D	2345	788.0	D.L.
2	5	D	2345	788.0	D.L.
	6	C	2331	788.0	D.L.
	7	B	2331	788.0	D.L.
	8	A	2345	788.0	D.L.
3	9	D	2345	787.0	D.L.
	10	C	2331	787.0	D.L.
	11	B	2331	787.0	D.L.
	12	A	2345	787.0	D.L.

W.O. = WALKOUT  
D.L. = DAYLIGHT



*[Signature]*

PROPOSED DATED JUNE 18, 2014

**BUILDING FLOOR PLANS AND BUILDING  
SECTIONS FOR BUILDINGS 1, 2 & 3  
TRAIL RIDGE CONDOMINIUM**

NEDERVELD, INC. -- 217 GRANDVILLE AVE. SW -- GRAND RAPIDS, MICHIGAN 49503