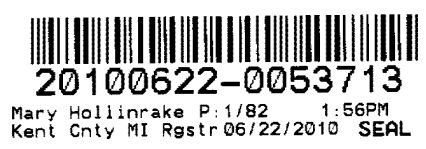


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CONSOLIDATING MASTER DEED OF
AMBER ESTATES CONDOMINIUMS

(Act 59, Public Acts of 1978)
as amended

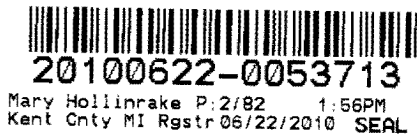
Kent County Condominium Subdivision Plan No. 600

- (1) Master Deed consolidating all phases of and amendments to Amber Estates Condominiums, a Condominium Project.
- (2) Exhibit A to Consolidating Master Deed: Condominium By-Laws of Amber Estates Condominiums.
- (3) Exhibit B to Consolidating Master Deed: As-Built Condominium Subdivision Plan for Amber Estates Condominiums.
- (4) Exhibit C to Consolidating Master Deed: Affidavit of Mailing as to Notices required by Section 90(5).

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

This Instrument
Drafted by:

David W. Charron
Charron & Hanisch, P.L.C.
4949 Plainfield, N. E.
Grand Rapids, MI 49525



**CONSOLIDATING MASTER DEED OF
AMBER ESTATES CONDOMINIUMS**

(Act 59, Public Acts of 1978)
as amended

This Consolidating Master Deed is signed on the 7th day of May 2010, by B & G Development, L.L.C., a Michigan limited liability company of 2830 72nd Street, S.W., Byron Center, Michigan 49315 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer has completed the construction of a Condominium Project known as Amber Estates Condominiums (the "Project"), according to development plans approved by the Township of Byron on a parcel of land described in Article II of this Consolidating Master Deed; and

B. The Developer desires, by recording this Consolidating Master Deed (the "Master Deed") together with the Condominium By-Laws attached as Exhibit "A" and the as-built Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of the Master Deed), to consolidate the real property described in Article II, together with the improvements located on such property, as a condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act").

C. Upon the recording of this document, the Developer consolidates Amber Estates Condominiums as a Condominium Project under the Act and declares that the Project shall continue to 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 this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the co-owners and the Association and their respective successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the consolidation of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium which has been developed and amended so as to comprise a total of one hundred four (104) Condominium Units. The one hundred four 104 Condominium Units which comprise the Project, including the number, boundaries, dimensions and area of each 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.

1.2 Co-Owner Rights. Each Co-owner in the Project shall have an exclusive property right to his Unit and to the limited common elements which are appurtenant to his Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

1.3

ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land upon which the Project is situated, and which has been submitted to condominium ownership pursuant to the provisions of the Act, is located in Byron Township, Kent County, Michigan and is described as follows:

Part of the NE 1/4 of Section 10, T5N, R12W, Byron Township, Kent County, Michigan, described as: Commencing at the E 1/4 corner of Section 10; thence N00°22'42"E 691.55 feet along the East line of said NE 1/4 to the Place of Beginning of this description; thence N89°37'18"W 221.13 feet; thence S00°00'00"W 18.99 feet; thence Southerly 24.79 feet along a 300.00 foot radius curve to the left, the chord of which bears S02°22'02"E 24.78 feet; thence S04°44'03"E 101.04 feet; thence Southerly 74.60 feet along a 400.00 foot radius curve to the right, the chord of which bears S00°36'30"W 74.49 feet; thence S05°57'03"W 154.73 feet; thence Southwesterly 82.00 feet along a 60.00 foot radius curve to the right, the chord of which bears S45°06'06"W 75.76 feet; thence S84°15'09"W 93.59 feet; thence N09°46'27"W 33.08 feet thence N13°27'15"W 245.80 feet; thence N26°20'00"W 240.15 feet; thence S90°00'00"W 145.07 feet; thence S16°06'42"W 239.59 feet; thence Northwesterly 33.82 feet along a 50.00 foot radius curve to the right, the chord of which bears N74°09'44"W 33.18 feet; thence S86°27'29"W 118.09 feet; thence Westerly 19.75 feet along a 100.00 foot radius curve to the right, the chord of which bears N87°53'07"W 19.71 feet; thence N82°13'44"W 155.41 feet; thence Northwesterly 67.25 feet along a 50.00 foot radius curve to the right, the chord of which bears N43°41'52"W 62.29 feet; thence N05°10'01"W 170.22 feet; thence Northerly 49.14 feet along a 300.00 foot radius curve to the right, the chord of which bears N00°28'30"W 49.08 feet; thence N04°13'01"E 110.23 feet; thence Northerly 92.77 feet along a 400.00 foot radius curve to the left, the chord of which bears N02°22'37"W 92.56 feet; thence Northerly 49.39 feet along a 300.00 foot radius curve to the right, the chord of which bears N04°18'16"W 49.33 feet; thence N00°24'43"E 7.64 feet; thence N89°35'17"W 184.00 feet to the West line of the SE 1/4 of the NE 1/4, Section 10; thence N00°24'43"E 328.75 feet along said West line; thence S87°39'29"E 1324.90 feet along the North line of said SE 1/4, NE 1/4; thence S00°22'42"W 644.80 feet along the East line of the NE 1/4, Section 10, to the place of beginning. Subject to highway right-of-way for Burlingame Avenue over the East 43.00 feet thereof. This parcel contains 22.23 acres, including highway right of way.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms are used in this Consolidating Master Deed and in various other instruments such as, by way of example and not of limitation, the Articles of Incorporation, Association By-Laws and Rules and Regulations of the Amber Estates Condominium Association, 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 such documents, 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 Michigan Department of Energy, Labor & Economic Growth, which is designated to serve in such capacity by the Act.

(c) **Association.** "Association" or "Association of Co-owners" means Amber Estates Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association By-Laws.** "Association By-Laws" means the corporate By-Laws of the Association organized to manage, maintain and administer the Project.

(e) **Common Elements.** "Common Elements", where used herein, means the portions of the Project other than the condominium units, including all general and limited common elements described in this Master Deed.

(f) **Condominium By-Laws.** "Condominium By-Laws" means Exhibit "A" to this Master Deed, which are the By-Laws which describe the substantive rights and obligations of the Co-owners.

(g) **Condominium Documents.** "Condominium Documents" means and includes this Consolidating Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board of Directors and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) **Condominium Property.** "Condominium Property" means the land described in Article II, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(i) **Condominium Subdivision Plan or As-Built Subdivision Plan.** "Condominium Subdivision Plan" or "As-Built Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey, floor plans and other drawings depicting the existing structures and improvements which are included in the Project.

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

(k) **Co-owner.** "Co-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 both the vendee(s) and vendor(s) of any land contract of purchase. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(l) **Developer.** "Developer" means B & G Development, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, its successors and/or assigns.

(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 as long as the Developer or its successors continue to own any Unit in the Project.

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

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

(p) **Master Deed.** "Master Deed" or "Consolidating Master Deed" means this instrument, together with the exhibits attached to it and all amendments, by which the Project has been 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 a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project.

(r) **Project.** "Project" or "Condominium" means Amber Estates Condominiums, a condominium development established in conformity with the provisions of the Act.

(s) **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 Co-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 would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II of this Master Deed, including easement interests of the Condominium used for emergency ingress and egress over, across and through adjoining condominium properties;

(b) **Improvements.** The private drive(s) and the common walkways, lawns, yards, trees, shrubs and other improvements;

(c) **Electrical.** 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 common walls, floors and ceilings;

(e) **Heating and Air Conditioning.** The heating and/or air conditioning conduits and ducts throughout the common area 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 distribution lines contained within common walls, floors and ceilings;

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

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

(l) **Common Spaces.** The common attic spaces, and the portions of any garage or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan;

(m) **Entry Improvements.** The entry signage and other improvements located at or near the entrance to the Project; and

(n) **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.

Some or all of the utility lines, equipment and systems (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 telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any.

4.2 Limited Common Elements. The Limited Common Elements are:

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



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(b) **Decks, Patios and Stoops.** The deck, patio and/or stoop appurtenant to each Unit in the Project;

(c) **Driveways and Sidewalks.** The driveway leading to the garage and the sidewalk leading to the stoop, which are appurtenant to the units or units which they service;

(d) **Heating and 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 only that Unit exclusively;

(e) **Windows and Sliders.** The automatic garage opening mechanism and the windows, sliders 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 attached as Exhibit B or in any future amendment to the Master Deed.

In the event that no specific assignment of all the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Association reserves the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments 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:

(a) **Limited Common Elements.** The costs of maintenance, repair and replacement of the Limited Common Elements described in Section 4.2(a) and 4.2(d), (e) and (h), the routine cleaning (including snow removal, but not repair or replacement) of the decks, patios, stoops and sidewalks, and the decoration and interior maintenance (but not repair or replacement) of the Limited Common Elements described in Section 4.2(f) and (g), shall be the responsibility of the Co-owners of the Unit or Units to which such Limited Common Elements are appurtenant.



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(b) **Association Oversight.** The appearance of the decks, patios, porches, stoops, driveways and sidewalks shall at all times be subject to the approval of the Association. In the event that the cleaning and decoration of such Common Elements by the responsible Co-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, decoration and maintenance.

(c) **Unit Improvements.** If any Unit Owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to his 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 such Unit or Units.

(d) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement 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 a Co-owner or his agent, invitee, family member or pet.

4.4 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance all Co-owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after expiration of the Development and Sales Period) 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 limiting 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 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.

4.5 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 Co-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 Consolidating Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

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 Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT AND 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 Condominium Subdivision Plan as surveyed by Exxel Engineering, Inc., consulting engineers and surveyors. Detailed architectural plans and specifications have been filed with the Township of Byron. Each such 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 Condominium Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining 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 such value assigned to each of the 104 Condominium Units in the Project shall be equal. The determination that Percentages of Value for all such Units should be equal was made after reviewing the comparative characteristics of each Unit which would affect costs of maintenance and unit value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentages of Value assigned to each Unit shall be changed only in the manner permitted by Article VII, expressed in an Amendment to this Consolidating Master Deed and recorded in the public records of Kent County, Michigan.

ARTICLE VI

EASEMENTS

6.1 Easements for Maintenance and Repair. Every portion of a Condominium Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of 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 and Sale Period) for the maintenance and repair of Common Elements for which the Association (or

Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in 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 Co-owners in accordance with the Condominium By-Laws.

6.2 Easements

(a) Developer Easements. Developer has created, for the benefit of itself, its successors and assigns, the following easements 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:

1. The right to use, improve and/extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress through the Project to Burlingame Avenue or 72nd Street, from any portion of the land described in the Contracted Area as defined in the Fourth Amendment to Master Deed or other areas described in Article VI of the original Master Deed as a future development area of the Condominium;
2. The right to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located within the Project, for the purpose of servicing the Contracted Area or other areas described in Article VI of the original Master Deed as a future development area of the Condominium.

The portion of the roadway lying within the Project and presently known and labeled as "Lisa Drive", and the portion of Baltic Drive, lying north of Wasafarm Drive within the Project, will not be used for non-emergency ingress and egress by the Developer and its successors and assigns and consequently, the Developer and its successors and assigns shall have no responsibility for the cost of maintenance, repair and replacement of the same.

(b) Project Easements. Developer has created, for the benefit of the co-owners of the Project, and their respective successors and assigns, the following easements which will be administered exclusively on their behalf by the Association, and 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, and which are located within the area described as the "Easement Parcel" (the "Easement Parcel") on the Condominium Subdivision Plan of the Project (Exhibit B):



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1. The right to use the roadway and walkway portions of Mindew Drive and Baltic Drive, for the purpose of ingress and egress to and from the Project and 72nd Street, a public road: and
2. The right to utilize, tap, tie into, extend and/or enlarge all existing utility lines and mains, public and private, located within the Easement Parcel, for the purpose of servicing the Project.

(c) **General Provisions.** The public and private easements contemplated by this Section 6.2 include all public and private utilities, including without limitation, water, sewer, storm sewer or drainage, telephone, gas, electric and cable television, it being the intent of these to preserve all existing uses of the respective properties for these permitted purposes, and to anticipate the future use of these properties, as if the Contracted Area and remaining future development area described in Article VI of the original Master Deed were encompassed within a single project which included the Condominium. Developer retains the right to relocate any roadway, drive, walkway or utility improvement or easement area, including but not limited to drainage lines and swales, at its expense, in order to facilitate the development of the Contracted Area and the future development area described in Article VI of the original Master Deed. The easements created herein for the benefit of the Developer may not be terminated except with the prior written consent of the Developer. The easements created herein for the benefit of the co-owners of the Project may not be terminated except with the prior written consent of the Association. The Association and the Developer are authorized to enter into a easement maintenance agreement for the purpose of facilitating the orderly maintenance, repair and replacement of commonly used easement areas, and allocating the responsibility for the cost and payment thereof, and any agreement between the Association and the Developer entered into for these purposes shall be binding upon all of the co-owners of the Project.

ARTICLE VII

AMENDMENT AND TERMINATION

7.1 Amendment Procedure. The recordable Condominium Documents may be amended for a proper purpose only as follows:

(a) **Non-Material Changes.** The amendment may be made and recorded by the Association without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments correcting survey or other errors in the Condominium Documents; (ii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-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 or the State of Michigan; and (iii) an amendment to clarify or explain the provisions of the Master Deed or any other Condominium Document.

(b) **Material Changes.** The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the terms under which a Unit may be rented be modified without the consent of each affected Co-owner and mortgagee. For purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

(c) **Compliance with Law.** Amendments may be made by the Association without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-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) **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 prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

7.2 Project Termination. The Project may be terminated only with consent of not less than 80% of the Co-owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the agreement has been recorded in the public records of 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 Co-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 Co-owner or his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.



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(c) **Association Assets.** Upon recordation of an instrument terminating the Project, any rights the Co-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 common profits shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to Interested Parties.** 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 mortgagees. Proof of dissolution must also be submitted to the administrator.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Merger. It was the desire of the Developer to develop all of the properties which are the subject of the Fourth Amendment to Master Deed as a single condominium community, but due to economic conditions, this was not possible. In the event the Developer undertakes the development of the Contracted Area (as described in the Fourth Amendment to Master Deed) and future development area described under Article VI of the original Master Deed as a new condominium project, it is the Developer's intention to include provisions in the master deed of the new project which will facilitate the union and merger of the new project with the existing Project, subject to and with the requisite consent of the co-owners of both projects as may be required by law.

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on Page One.

B & G DEVELOPMENT, L.L.C.

By Willard J. Berkenpas, Jr.
Willard J. Berkenpas, Jr.
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

This instrument was acknowledged before me the 7th day of May, 2010, by Willard J. Berkenpas, Jr., Member of B & G Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Beth A. Westerbeeck
Notary Public, Kent County, Michigan
Acting In and For Kent County, Michigan
My Commission Expires: 2-23-2015

BETH A. WESTERBEEK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
1/4 MY COMMISSION EXPIRES Feb 23, 2015
ACTING IN COUNTY OF Kent

EXHIBIT A

CONDOMINIUM BY-LAWS

AMBER ESTATES CONDOMINIUMS

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. Amber Estates Condominiums, a residential condominium project located in the Township of Byron, Kent County, Michigan (the "Project") has been developed so as to comprise a total of one hundred four (104) living units (the "Units"). The management, maintenance, operation and administration of the Project is vested in the Association of Co-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 Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, and the Articles of Incorporation, Association By-Laws, 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 of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply with such provisions.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association and no other person or entity 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 his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in these By-Laws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Condominium Unit in the Project, nor shall he 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 and for which it is paying the monthly assessment then in effect at the date on which the vote is cast.

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 or 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 Co-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.

ARTICLE III

MEETINGS AND QUORUM

3.1 Annual Meeting of Members. Annual meetings of the members shall be held in each year 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 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 30 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

3.2 Quorum of Members. The presence in person or by proxy of thirty-five (35%) percent of the Co-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.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors elected as described in the Association By-Laws. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors 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 a Board of Directors as provided in the Condominium Documents.

4.2 Powers and 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 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 Co-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 By-Laws 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 Co-owners in connection with the common elements of the Project and instituting actions on behalf of and against the Co-owners in the name of the Association; and
- (k) Such further duties as may be imposed by the members of the Association or which may be required by the Condominium Documents or the Act.

4.2A

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 Co-owners and their mortgagees during reasonable working hours. The Association shall also prepare and distribute a financial statement to each Co-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 required by the Board of Directors by qualified independent accountants, and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance and Repair. All maintenance of 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 Co-owner of such Unit. Any Co-owner who desires to make repairs to a Common Element or structural modifications to his 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 his failure to effect such maintenance and repairs.

All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner, in which case the expense shall be charged to such Co-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



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Elements located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements or both.

4.5 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, 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 should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 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. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted by the Association.

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 By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty (60%) percent or more of all Co-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 wilful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association By-Laws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in

possession of any tangible personal property of the Condominium owned or possessed 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 Co-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 provisions:

(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 Co-owner, although the failure to deliver such a copy to each Co-owner will not affect or in any way diminish the liability of a Co-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 \$2,000 or \$50 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 Co-owners to meet other needs of the Association, including but not limited to: (i) assessments for additions to the Common Elements costing more than \$2,000; (ii) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (iii) assessments for any other appropriate purpose. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) & (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty (60%) percent or more of all Co-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 to cover expenses of administration shall be apportioned among and paid by the Co-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 a surcharge of \$5.00 per month shall be added for each Unit to which is assigned an enclosed parking space or spaces in excess of two (2), and a surcharge of \$5.00 per month for each Unit which is occupied on a permanent basis by three (3) or more residents.

Annual assessments determined in accordance with Section 5.2(a) will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if 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. 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 shall advise each Co-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 Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied during the time that he is the Owner of the Unit, and no Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(a) Legal Remedies. In the event of default by any Co-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, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents 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



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securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under him shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(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 unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit 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, late charges, fines, costs, and attorneys fees.

(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 a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of its intent to do so. A Co-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 his Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied in the following manner; first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The Developer shall be assessed by the Association for completed units owned by the Developer. For purpose of this paragraph, a "completed" Unit shall mean a Unit which meets all requirements for "substantial completion" under Section 103b(4) of the Act and which is eligible for the issuance of a Certificate of Occupancy or its equivalent by the local governmental authority. If a Unit owned by the Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular and special assessments with respect to such Unit.

In no event shall the Developer be responsible for the payment of any assessment for or with respect to deferred maintenance, reserves, capital improvements or additions, whether general or special, except with respect to occupied Units owned by it, nor for any assessment levied in whole or in part to purchase a Unit from the Developer or to finance litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar related cost.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. All 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 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 the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent 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 Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Co-owner Responsibilities.** Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense for the interior of his Unit (including wall coverings, floor coverings, sliders, windows and screens), and it shall be each Co-owner's responsibility to obtain insurance coverage for all personal property located within his Unit or elsewhere on the Condominium Property, for personal liability for occurrences within his Unit or upon the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of

fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to see that property and liability insurance carried by the Association or any Co-owner contains appropriate provisions concerning waiver of the right of subrogation as to any claims against any Co-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, blacktop, 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, and shall further include all appliances, fixtures, equipment and trim within the Units which were furnished as standard items under plans and specifications on file with the Association (or such replacements of the items as do not exceed the original cost of the standard items).

Any improvements made by the Co-owner within his Unit subsequent to closing shall be covered by insurance obtained by and at the expense of the Co-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 Co-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 Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the 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 Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owners Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed, and the proceeds of the insurance policies payable by reason of the damage or destruction are sufficient to reconstruct the property, 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 as to whether or not the property will be reconstructed shall be made by the affirmative vote of not less than 80% of the Co-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 first occurs. At any such meeting, the Board or its representative shall present to the Co-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 reconstruction, and special assessments may be levied against the Units in order to pay the balance of the reconstruction costs.

(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 Co-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 first occurs. If any Unit or portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to the withdrawn property shall be reallocated among the remaining Units not withdrawn 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, upon the basis of the diminution in market 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: (i) 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; (ii) 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 (iii) 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 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 Co-owner of the Unit and the mortgagee of the Unit, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, the Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) **General Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds from such taking shall be paid to the Co-owners and mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of two-thirds or more of the Co-owners in number and in value 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 and to proportionately readjust the Percentages of Value of the remaining Co-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 or specific approval by any Co-owner.

(d) **Notice to 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.

ARTICLE VII

USE AND 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 members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the building, 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 Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; 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 Co-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 and Occupancy Restrictions. In addition to the general requirements of Sections 7.1 and 7.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Occupancy Limits. No more than three (3) persons shall permanently occupy or reside in any Unit of 1,000 square feet or less, nor more than four (4) persons in any Unit of more than 1,000 square feet, without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide the family with a reason-able time in which to cure the violation or otherwise dispose of the Unit.

(b) Exterior Alterations. No Co-owner shall make any alterations, or improvements to any General Common Element, nor make changes to the exterior appearance or structural members of his Unit or Limited Common Elements without the prior written approval of the Association. 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 or improvements within his Unit without the prior approval of the Board, but such Owner shall be responsible for any damage to other Units, the Common Elements or the Condominium Property resulting from such alterations or improvements.

(c) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes may be made in the manner permitted by Article IX.

(d) Nuisances. No nuisances 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 that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(e) Prohibited Conduct. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements



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which will result in the cancellation of insurance on any part of the Common Elements, or which would be in violation of any law.

(f) **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.

(g) **Personal Property.** No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or similar articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies or curtains, blinds or shades of a 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 his Unit, or install any CB, 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 Board as to the size, location and installation requirements. The above restrictions shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck, patio or porch which is a Limited Common Element appurtenant to his 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 during the winter season.

(h) **Fireworks and Weapons.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest 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 at any location on or about the Condominium Property.

(i) **Pets and Animals.** No animal, other than one dog or one cat with a weight of 10 pounds or less, shall be kept or maintained in any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

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 to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is

necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this Section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(j) Recreational Property. Except as provided below no mobile home, van, trailer, tent, shack, garage, outbuilding or other structure of a temporary character shall be erected, occupied or used at any time without the prior written consent of the Association. No recreational vehicles, boats or trailers shall be parked or stored in any garage if it would prevent full closure of the garage door, or elsewhere on the Condominium 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.

Provided, that a mobile home or recreational vehicle owned or being used by an occupant of a Unit may be parked on the hard-surfaced driveway of that Unit for a period not to exceed 48 hours for the purpose of loading or unloading for a trip or vacation up to 4 times each year. Such loading privileges in excess of 4 times per year will require the prior approval of the Association or its manager.

(k) Automobiles. No more than one (1) vehicle customarily used for transportation purposes shall be kept outside a closed garage on the Condominium Property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles shall be parked in or about the Condominium except for the making of deliveries or pick-ups in the normal course of business.

(l) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit periodic collection of trash). No vehicles shall be parked on or along the 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 Association. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(m) Application of Restrictions. Absent an election to arbitrate pursuant to Article XI of these Bylaws, a dispute or question as to whether a violation of any

specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other 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 Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

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

7.6 Co-owner Enforcement. An aggrieved Co-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 Co-owner in the Project.

7.7 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sale 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 model Unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

ARTICLE VIII

MORTGAGES

8.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to 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 binding law or regulation, the holder of a first mortgage 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: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) 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 the 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 the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the 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 the 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 assessments having priority as liens against the Unit or 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 notice is to be given to a Mortgagee, 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 Home 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 if the Board of Directors has notice of such participation.

ARTICLE IX

LEASES

9.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of such lease form for its review for compliance with the Condominium Documents. No Unit shall be rented or leased for a period of less than sixty (60) days without the prior written consent of the Association.

9.2 Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must 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 Co-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 Co-owner by certified mail advising of the alleged violation by the tenant.

(b) **Investigation.** The Co-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.

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

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

ARTICLE X

TRANSFER OF UNITS

10.1 Unrestricted Transfers. An individual Co-owner may, without restriction hereunder, sell, lease, give, devise or otherwise transfer his Unit, or any interest therein, to his spouse or to his child, parent, brother, sister, grandchild or descendant, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Co-owner or his spouse, child, parent, brother, sister, grandchild or descendant or any one or more of them. A partnership or corporation which owns a Unit may also transfer or convey the Unit or any interest therein to an individual partner or shareholder, or to another entity owned and controlled by the transferor without restriction.

Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

10.2 Notice to Association. Whenever a Co-owner shall propose to sell, give, devise or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in Section 1 above, said Co-owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Co-owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed contract for sale or other documents, if any, effecting said transfer.

10.3 First Option of Association.

(a) If a Co-owner proposes to sell his Unit or any interest therein to a person or entity other than a person or entity described in Section 1 above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase such Unit or interest therein from said Co-owner (the "transferring party") upon the terms described in said notice.

(b) If a Co-owner proposes to make a gift of his Unit or any interest therein to any person or entity other than a person or entity described in Section 1 above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit or interest therein. The price to be paid by the Association for said Unit shall be agreed upon by the Co-owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 4.

(c) If a Co-owner dies and under applicable law his Unit or any interest therein is subject to a probate proceeding, then during a period of three (3) months after appointment of a personal representative of said deceased Co-owner, the Association shall have the first right, at its option, to purchase said Unit or interest therein either from the devisee thereof named in the deceased Co-owner's will, if any, or from the appointed personal representative of such deceased Co-owner who is empowered or authorized to sell the Unit or interest therein (the "transferring party"). Provided, however, the foregoing option shall not apply to any transfer upon the death of a Co-owner to a person or entity described in Section 1 above. The price to be paid by the Association for said Unit or interest therein shall be agreed upon by the Association and the transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 4.

10.4 Determination of Purchase Price. If the price to be paid by the Association for a Condominium Unit or interest therein pursuant to subparagraphs (b) or (c) above is not promptly agreed upon, said price shall be equal to the fair market value of the Unit or interest therein as



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determined by an MAI appraiser mutually agreed upon by the transferring party and the Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three (3) MAI appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the other two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.

10.5 Election Not to Exercise. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. The Association shall be deemed to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

(a) If the Association elects not to exercise its first option, in the case of a proposed sale or gift of a Unit or interest therein, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall again become subject to the Association's right of first option, as provided herein.

(b) A certificate executed by the President, Vice-President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election. Such a certificate shall be furnished to a Co-owner upon his compliance with the provisions hereto, provided the Co-owner requests such certificate from the Association in writing and pays the Association a reasonable fee for said certificate.

10.6 Election to Exercise. The Board shall have the authority to recommend to the Co-owners that the Association elect to exercise its first option hereunder.

(a) In the event the Board shall decide to recommend to the Co-owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Co-owners, within twenty (20) days following its determination to recommend such election, for the purpose of voting upon whether the Association will elect to exercise its option. If Co-owners owning not less than sixty (60%) percent in number and in value, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

(b) The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

10.7 Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Condominium Unit or interest therein at a sale

pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the Co-owners owning not less than sixty (60%) percent in number and in value. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit or interest therein.

10.8 Financing of Purchase. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Co-owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase of a Condominium Unit or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the project other than the Unit or interest therein to be purchased and the limited common elements appurtenant thereto.

10.9 Miscellaneous.

(a) A transfer of a Condominium Unit or interest therein by or to the Board, the Developer or the holder of any first mortgage on a Unit which comes into possession of the mortgaged Unit in the manner provided by Article VIII shall not be subject to the provisions of this Article X.

(b) The Association shall hold title to any Condominium Unit or interest therein acquired, pursuant to this Article in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Co-owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless Co-owners owning not less than sixty (60%) percent in number and in value first authorize the sale for such lesser amount.

(c) The provisions of this Article X with respect to the Association's right of first option shall be and remain in full force and effect until the Project as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article are sooner rescinded or amended by the Co-owners.

(d) If any transfer of a Condominium Unit is made or attempted without complying with the provisions of this Article, such transfer shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder and otherwise.

(e) Except otherwise provided in the Master Deed or in these By-Laws, in the event of any transfer of a Condominium Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

ARTICLE XI


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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 Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitration.

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

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

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

11.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Definitions. 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



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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 By-Laws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, or to any Co-owner at the address contained in the deed of conveyance, or at such other address 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 Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

12.4 Amendment. These By-Laws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article VII of the Master Deed of Amber Estates Condominiums.

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 having 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 and Regulations of the Association; and
- (6) the Disclosure Statement.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 600
EXHIBIT "B" TO THE CONSOLIDATING MASTER DEED OF:

AMBER ESTATES CONDOMINIUMS

BYRON TOWNSHIP, KENT COUNTY, MICHIGAN

SURVEYOR: DEVELOPER:

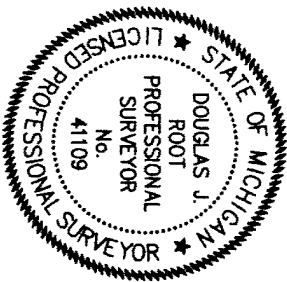
EXXEL ENGINEERING INC. B & G DEVELOPMENT L.L.C.
5252 CLYDE PARK S.W. 7059 – PARLO STREET S.W.
GRAND RAPIDS, MI 49509 BYRON CENTER MI 49315

Description of Amber Estates Condominiums:

Part of the NE 1/4 of Section 10, T5N, R12W, Byron Township, Kent County, Michigan, described as: Commencing at the E 1/4 corner of Section 10; thence N00°22'42"E 691.55 feet along the East line of said NE 1/4 to the Place of Beginning of this description; thence N89°37'18"W 221.13 feet; thence S00°00'00"W 18.99 feet; thence Southerly 24.79 feet along a 300.00 foot radius curve to the left, the chord of which bears S02°22'02"E 24.78 feet; thence S04°44'03"E 101.04 feet; thence Southerly 74.60 feet along a 400.00 foot radius curve to the right, the chord of which bears S00°36'30"W 74.49 feet; thence S05°57'03"W 154.73 feet; thence Southwesterly 82.00 feet along a 60.00 foot radius curve to the right, the chord of which bears S45°06'06"W 75.76 feet; thence S84°15'09"W 93.59 feet; thence N09°46'27"W 33.08 feet; thence N13°27'15"W 245.80 feet; thence N26°20'00"W 240.15 feet; thence S90°00'00"W 145.07 feet; thence S16°06'42"W 239.59 feet; thence Northwesterly 33.82 feet along a 50.00 foot radius curve to the right, the chord of which bears N74°09'44"W 33.18 feet; thence S86°27'29"W 118.09 feet; thence Westerly 19.75 feet along a 100.00 foot radius curve to the right, the chord of which bears N87°53'07"W 19.71 feet; thence N82°13'44"W 155.41 feet; thence Northwesterly 67.25 feet along a 50.00 foot radius curve to the right, the chord of which bears N43°41'52"W 62.29 feet; thence N05°10'01"W 170.22 feet; thence Northerly 49.14 feet along a 300.00 foot radius curve to the right, the chord of which bears N00°28'30"W 49.08 feet; thence N04°13'01"E 110.23 feet; thence Northerly 92.77 feet along a 400.00 foot radius curve to the left, the chord of which bears N02°22'37"W 92.56 feet; thence Northerly 49.39 feet along a 300.00 foot radius curve to the right, the chord of which bears N04°18'16"W 49.33 feet; thence N00°24'43"E 7.64 feet; thence N89°35'17"W 184.00 feet to the West line of the SE 1/4 of the NE 1/4, Section 10; thence N00°24'43"E 328.75 feet along said West line; thence S87°39'29"E 1324.90 feet along the North line of said SE 1/4, NE 1/4; thence S00°22'42"W 644.80 feet along the East line of the NE 1/4, Section 10, to the place of beginning. Subject to highway right-of-way for Burlingame Avenue over the East 43.00 feet thereof. This parcel contains 22.23 acres, including highway right-of-way.

1 COVER SHEET	14 BUILDING 10
2 SURVEY PLAN	15 BUILDING 11
2A SURVEY PLAN	16 BUILDING 12
2B SURVEY PLAN	17 BUILDING 13
2C SURVEY PLAN	18 BUILDING 14
3 SITE PLAN	19 BUILDING 15
3A SITE PLAN	20 BUILDING 16
3B SITE PLAN	21 BUILDING 17
3C SITE PLAN	22 BUILDING 18
4 UTILITY & FLOOD PLAIN PLAN	23 BUILDING 19
4A UTILITY & FLOOD PLAIN PLAN	24 BUILDING 20
4B UTILITY & FLOOD PLAIN PLAN	25 BUILDING 21
4C UTILITY & FLOOD PLAIN PLAN	26 BUILDING 22
5 COMPOSITE PLAN & EASEMENT PARCEL	27 BUILDING 23
6 BUILDING 2	28 BUILDING 25
7 BUILDING 3	29 BUILDING 27
8 BUILDING 4	30 BUILDING 29
9 BUILDING 5	31 BUILDING 32
10 BUILDING 6	32 BUILDING 34
11 BUILDING 7	33 BUILDING 41
12 BUILDING 8	34 BUILDING 46
13 BUILDING 9	

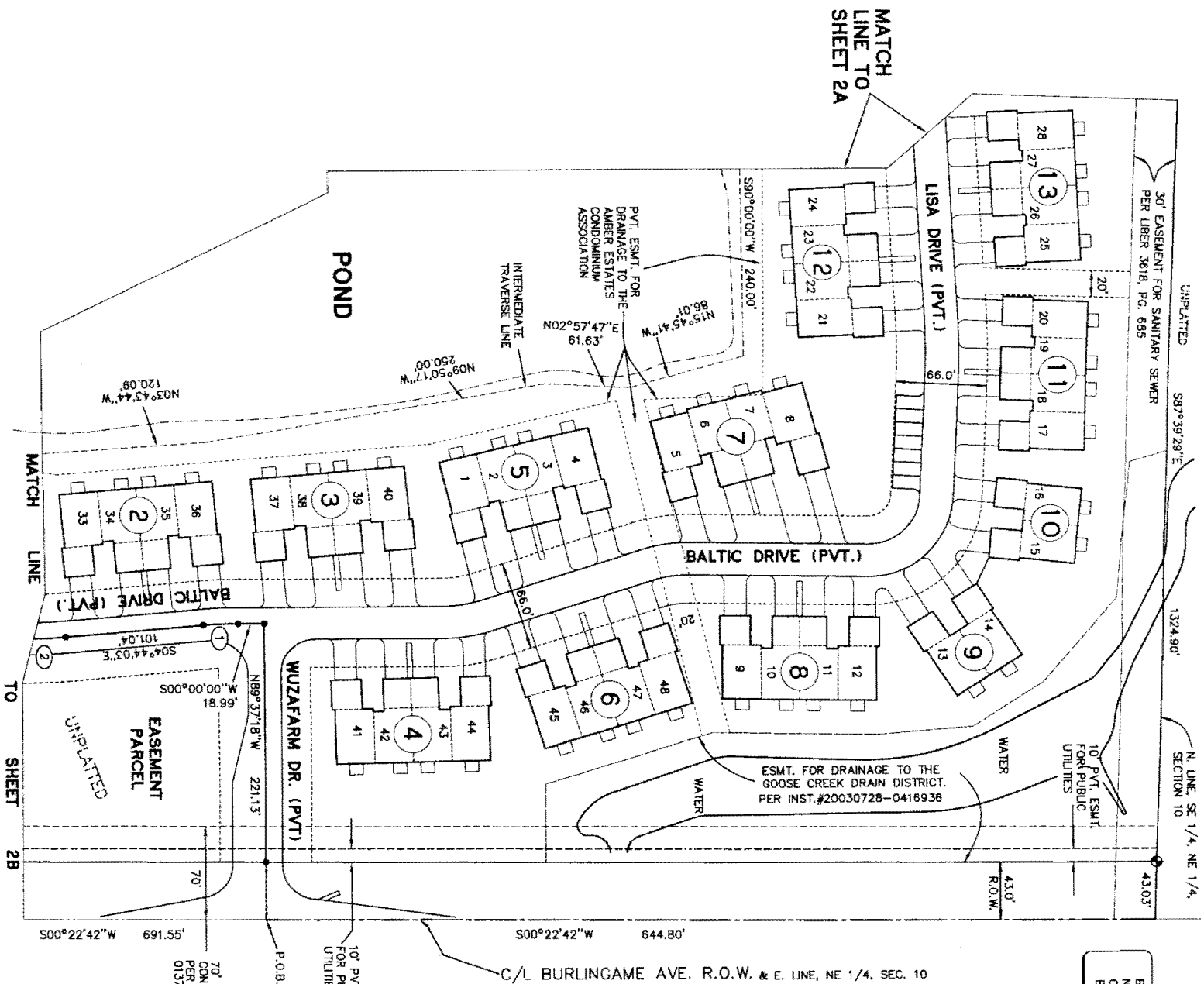
SHEET INDEX



Douglas J. Root
AS-BUILT AUG. 10, 2009

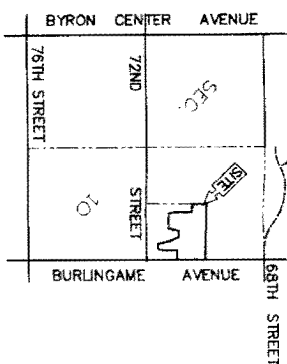


20100622-0053713
Mary Hollinrake P.40/82 1.56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



BENCHMARK ELEVATION 695.06
NAIL IN S. SIDE OF P. POLE NE
OF C/L X 72ND ST AND
BURLINGAME AVE

CURVE DATA				
NO.	DELTA	RADIUS	LENGTH	BEARING & CHORD
1	0°44'03"	300.00'	24.79'	S02°22'02"E 24.78'
2	10°41'06"	400.00'	74.60'	S00°36'30"W 74.49'



LOCATION MAP

BEARINGS ARE BASED ON MICHIGAN STATE PLANE
GRID, PER KENT COUNTY - BYRON TOWNSHIP SURVEY.

- CONCRETE MONUMENT
- SECTION CORNER MONUMENT
- CURVE NUMBER
- MAG NAIL

EASEMENT FOR INGRESS, EGRESS,
AND PUBLIC & PRIVATE UTILITIES
PER LIBER 6060, PAGE 1008

SURVEYORS CERTIFICATE:
I, DOUGLAS J. ROOT, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN,
HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS AMBER ESTATES
CONDOMINIUMS, KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 600, AS
SHOWN ON THE ACCOMPANYING SURVEY PLAN, REPRESENTS A SURVEY ON
THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING
ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED, THAT
THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE
GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT
NO. 59 OF 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 59 OF THE PUBLIC
ACTS OF 1978.

AUG. 10, 2009

DOUGLAS J. ROOT, P.S. NO. 4109
EXCEL ENGINEERING INC.
5252 CLYDE PARK S.W.
GRAND RAPIDS MI, 49509

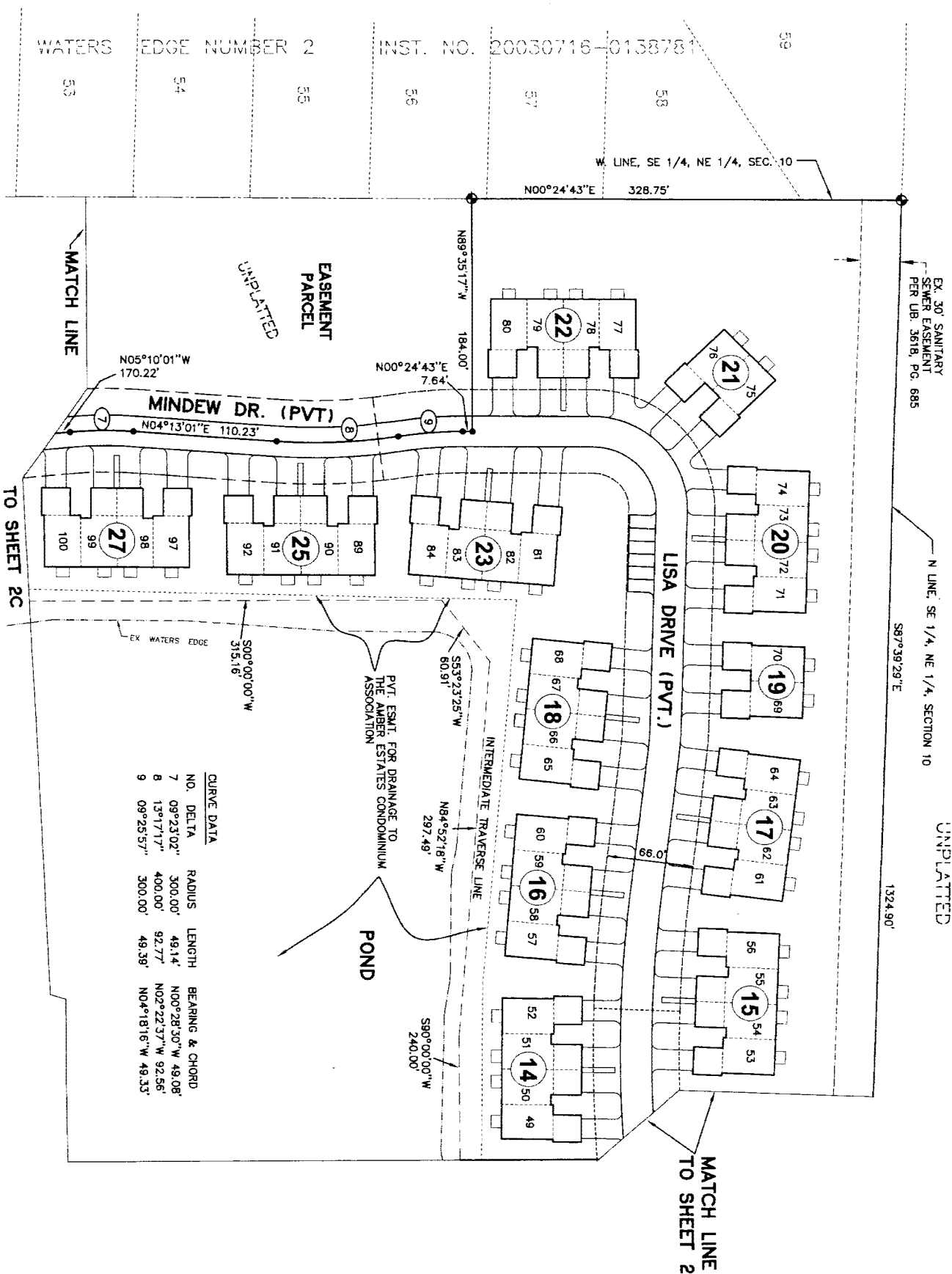


AS-BUILT AUG. 10, 2009



20100622-0053713

Mary Hollinrake P:41/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



SURVEY PLAN
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 2A

AS-BUILT AUG. 10, 2009



EASEMENT FOR INGRESS,
EGRESS, AND PUBLIC & PRIVATE
UTILITIES PER INSTRUMENT NO.
50050512-055856

EASEMENT FOR INGRESS,
EGRESS, AND PUBLIC & PRIVATE
UTILITIES PER INSTRUMENT NO.
20040308-0030416

EASEMENT FOR INGRESS, EGRESS,
AND PUBLIC & PRIVATE UTILITIES
PER LIBER 6080, PAGE 1008

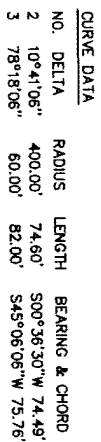
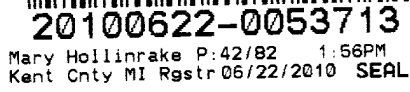
- ◆ = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- ① = CURVE NUMBER
- = MAG NAIL

BEARINGS ARE BASED ON MICHIGAN STATE PLANE
GRID, PER KENT COUNTY - BYRON TOWNSHIP SURVEY.

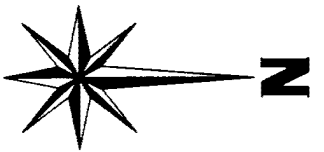
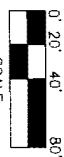


SCALE





EASEMENT FOR INGRESS, EGRESS,
AND PUBLIC & PRIVATE UTILITIES
PER LIBER 6060, PAGE 1008



BEARINGS ARE BASED ON MICHIGAN STATE PLANE GRID, PER KENT COUNTY - BYRON TOWNSHIP SURVEY.

- ◆ = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- ① = CURVE NUMBER
- = MAG NAIL

~~SECRET~~
AS-BUILT / AUG. 10, 2009



SURVEY PLAN

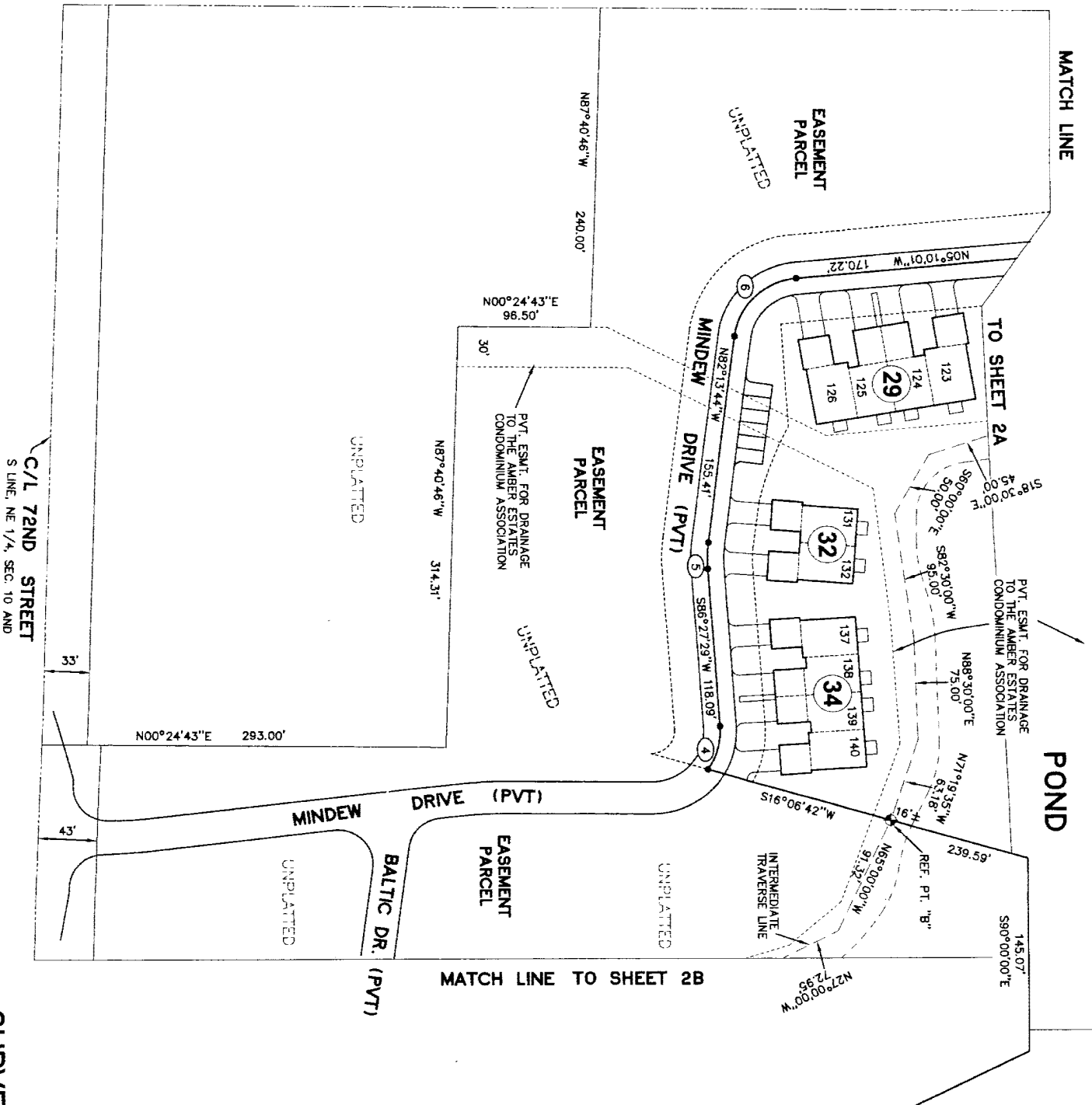
AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 2B



20100622-0053713

Mary Hollinrake P.43/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL

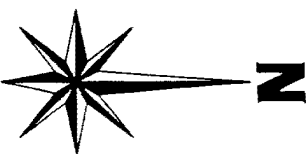
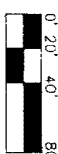


CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
4	36°45'34"	50.00'	33.82'
5	11°18'47"	100.00'	19.75'
6	77°03'43"	50.00'	67.25'

EASEMENT FOR INGRESS, EGRESS,
AND PUBLIC & PRIVATE UTILITIES
PER LIBER 6060, PAGE 1008

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- ① = CURVE NUMBER
- = MAG NAIL

BEARINGS ARE BASED ON MICHIGAN STATE PLANE
GRID, PER KENT COUNTY - BYRON TOWNSHIP SURVEY.



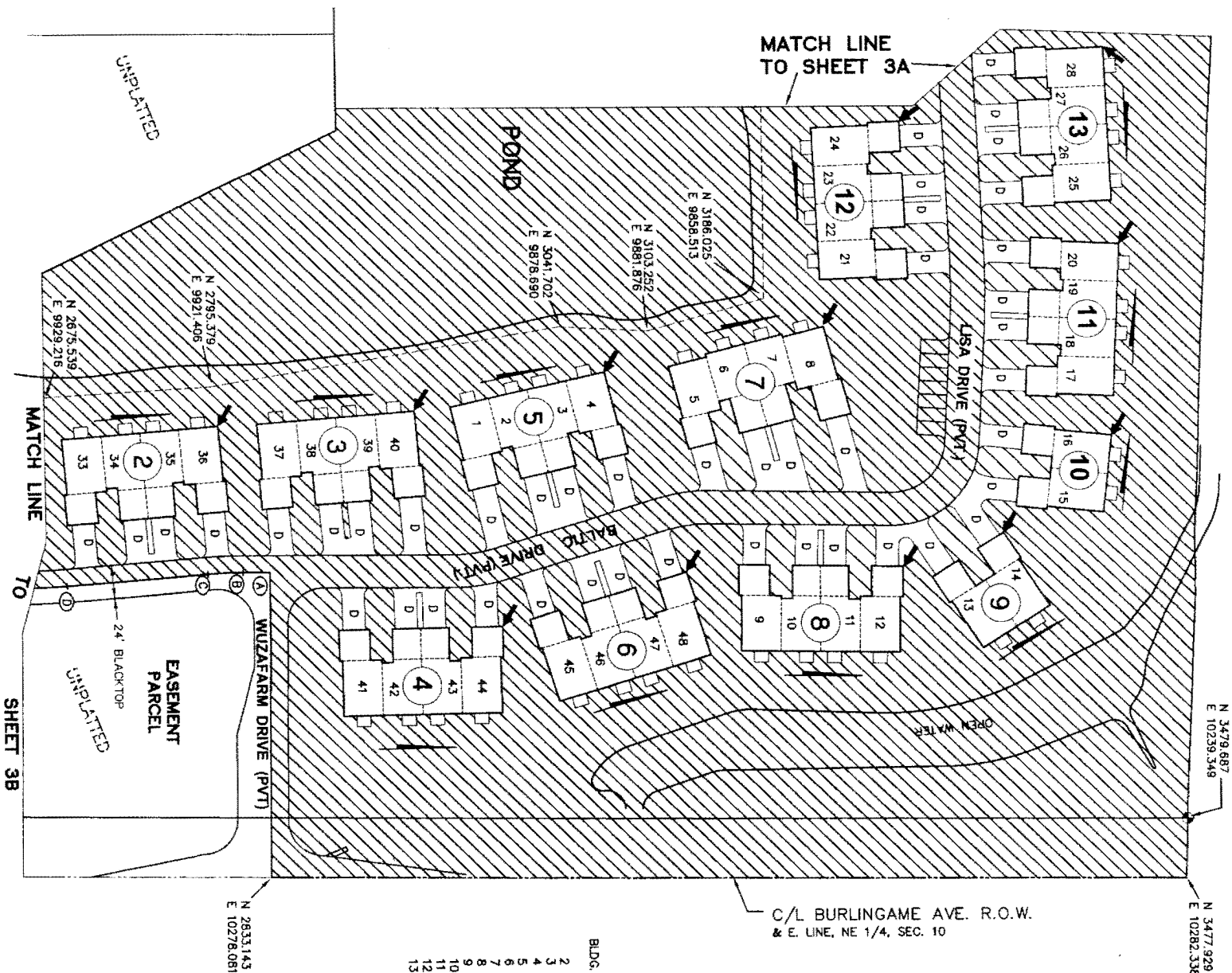
AS-BUILT AUG. 10, 2009





20100622-0053713

Mary Hollinrake P:44/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



BLDG. NO.	N. COORD.	E. COORD	BLDG. BEARING
2	2799.81	9950.26	N04°47'W
3	2938.95	9940.58	N04°45'W
4	2998.72	10097.01	N0°13'W
5	3075.49	9910.73	N13°08'W
6	3129.40	10057.26	N14°27'W
7	3228.68	9879.12	N01°00'E
8	3281.78	10054.57	N32°14'W
9	3354.69	10028.87	N83°43'W
10	3430.30	9960.14	N87°38'W
11	3438.57	9819.84	N87°40'E
12	3283.76	9728.27	N87°36'E
13	3427.77	9673.08	

POINT	N. COORD.	E. COORD
A	2834.603	10056.950
B	2815.609	10056.950
C	2790.849	10057.974
D	2690.151	10066.313



COORDINATE ORIGIN IS ARBITRARY

- ◆ = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- D = DRIVEWAY (DRIVEWAYS ARE A LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT)
- = BUILDING BEARING DIRECTION
- = BUILDING COORDINATE LOCATION

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

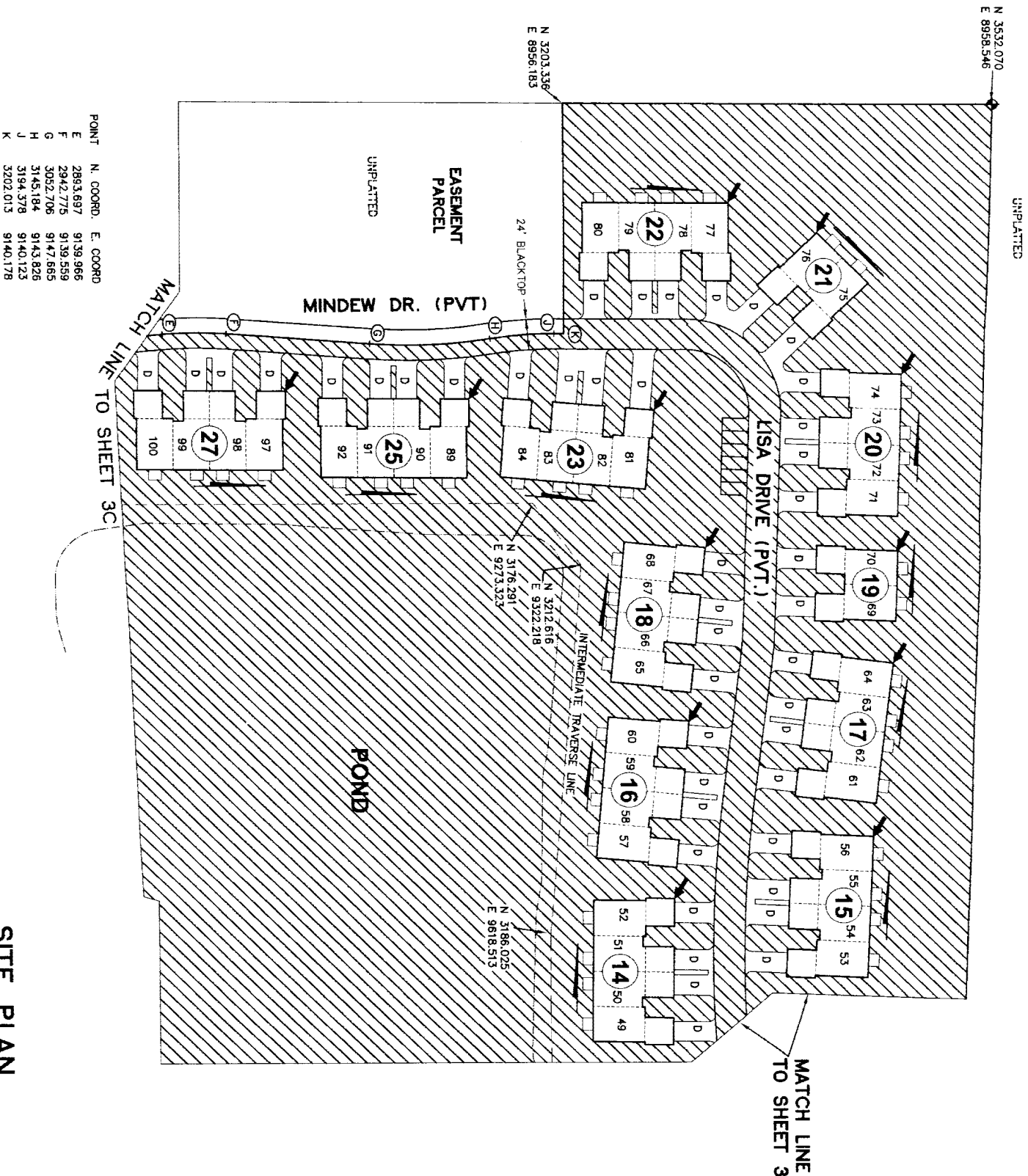
AS-BUILT AUG. 10, 2009





20100622-0053713

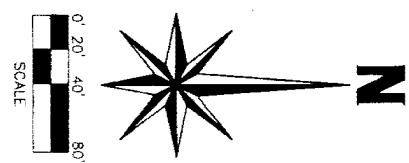
Mary Hollinrake P:45/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



POINT	N. COORD.	E. COORD.
E	2893.697	9139.966
F	2842.775	9139.559
G	3052.706	9147.665
H	3145.184	9143.826
J	3194.378	9140.123
K	3202.013	9140.178

BLDG. NO.	N. COORD.	E. COORD.	BLDG. BEARING
14	3281.42	9585.41	N89°11'W
15	3433.79	9538.57	N87°17'W
16	3294.11	9446.35	N84°44'W
17	3450.85	9400.39	N82°29'W
18	3308.45	9306.04	N83°48'W
19	3455.07	9312.12	N87°42'W
20	3460.87	9170.80	N87°36'W
21	3403.70	9050.55	N45°40'E
22	3531.11	9036.50	N00°25'E
23	3274.44	9201.34	N08°48'E
25	3130.60	9189.36	N00°20'E
27	2989.53	9184.87	N00°36'E

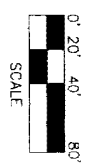
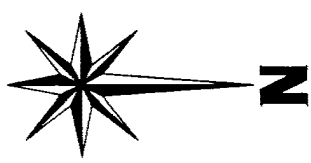
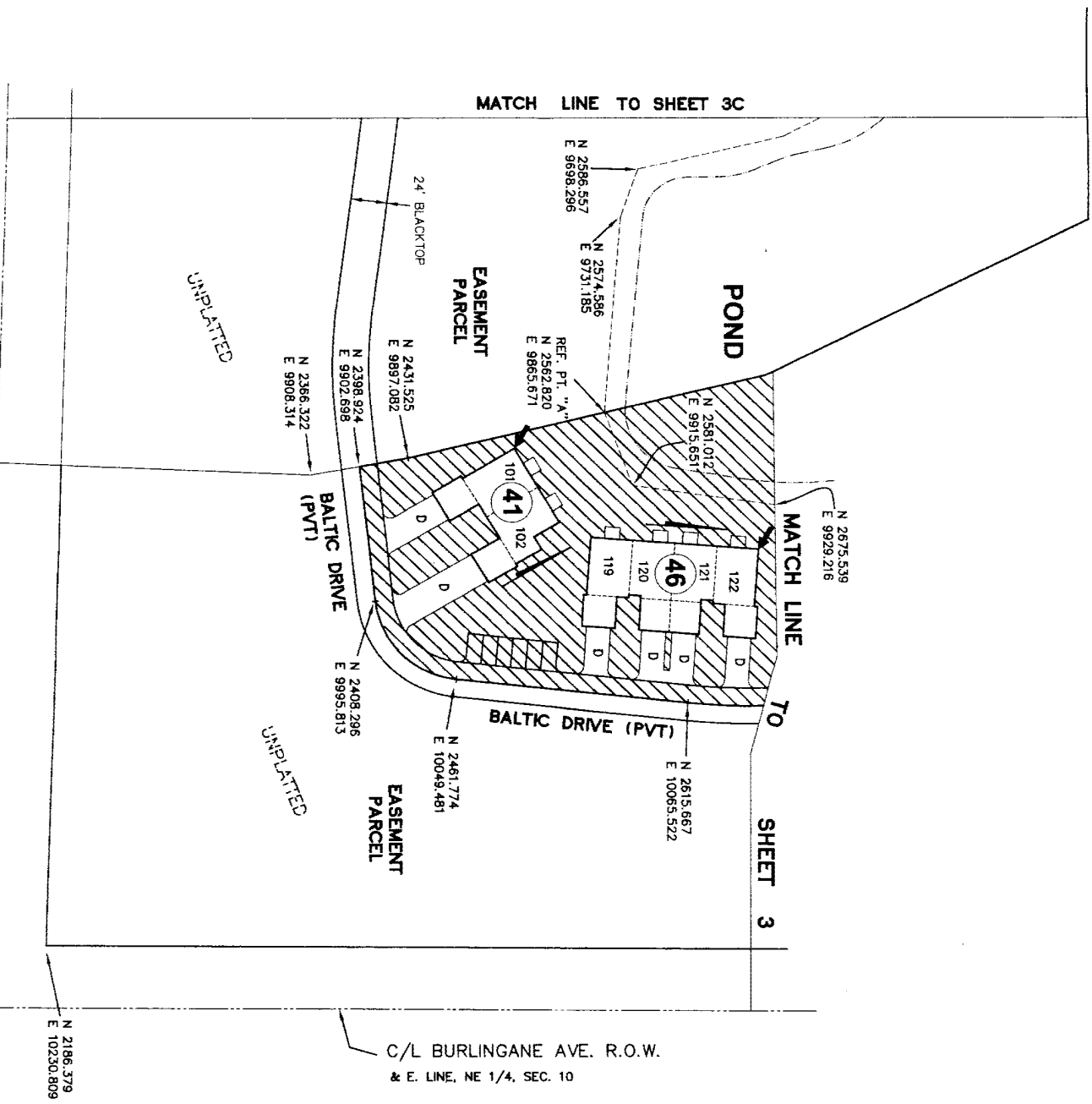
- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = DRIVEWAY (DRIVEWAYS ARE A LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT)
- = BUILDING COORDINATE LOCATION
- = BUILDING BEARING DIRECTION
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT



COORDINATE ORIGIN IS ARBITRARY

AS-BUILT AUG. 10, 2009

20100622-0053713
Mary Hollinrake P. 46/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



COORDINATE ORIGIN IS ARBITRARY

- ◈ = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- D = DRIVEWAY (DRIVEWAYS ARE A LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT)
- = BUILDING COORDINATE LOCATION
- = BUILDING BEARING DIRECTION

- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT

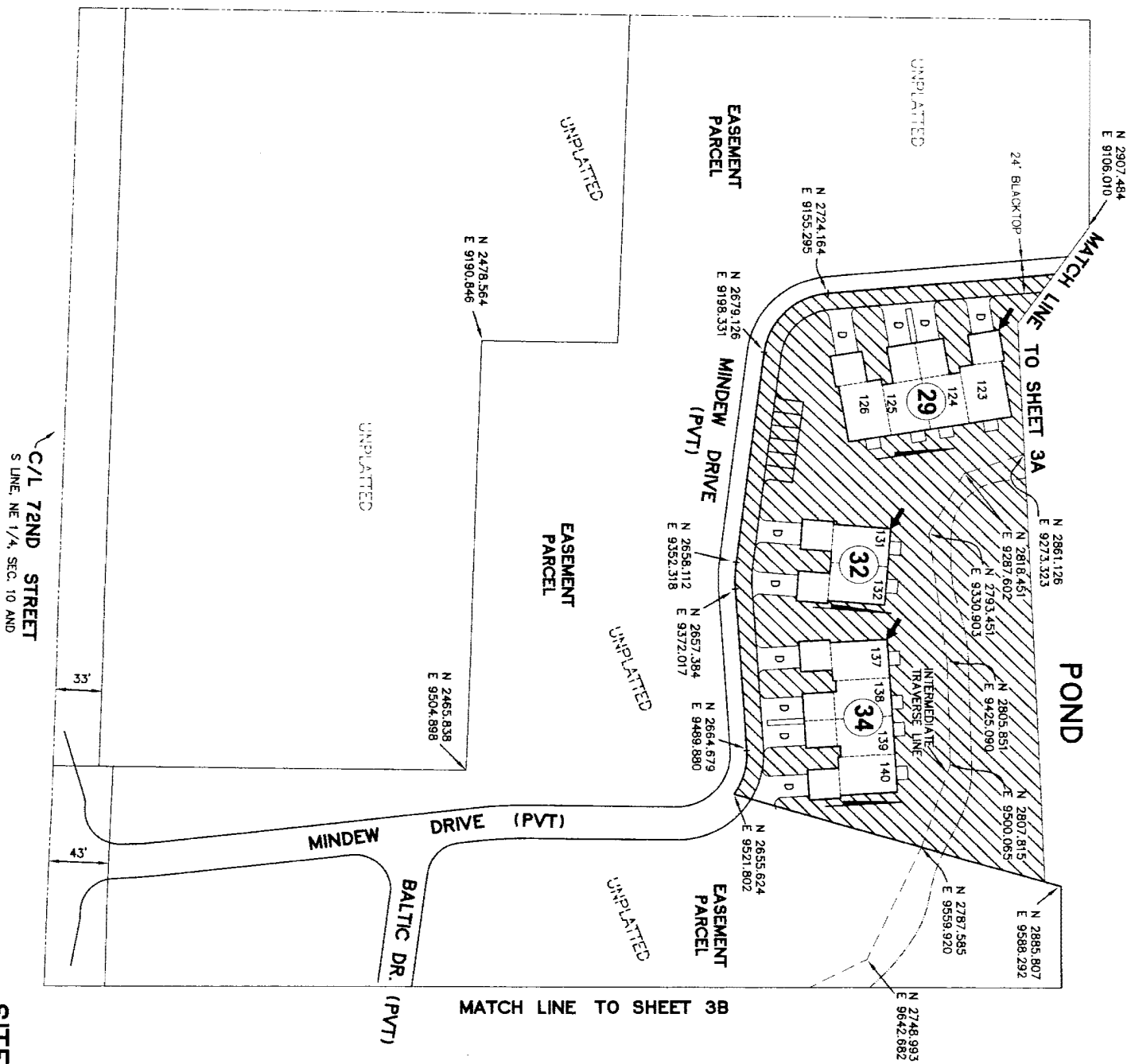
BLDG. NO.	N. COORD.	E. COORD	BLDG. BEARING
41	2502.12	9890.53	N30°28'W
46	2666.11	9960.04	N0°28'E



AS-BUILT AUG. 10, 2009

20100622-0053713

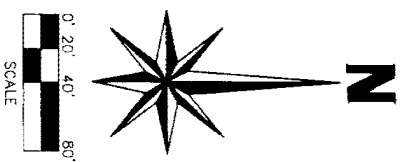
Mary Hollinrake P:47/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MATCH LINE TO SHEET 3B

BLDG. NO.	N. COORD.	E. COORD.	BLDG. BEARING
29	2843.86	9181.53	N09°25'W
32	2769.35	9324.67	N04°30'E
34	2765.91	9404.79	N03°33'W

- = CONCRETE MONUMENT
- = SECTION CORNER MONUMENT
- = DRIVEWAY (DRIVEWAYS ARE A LIMITED COMMON ELEMENT APPURTENANT TO THE ADJACENT UNIT)
- = BUILDING COORDINATE LOCATION
- = BUILDING BEARING DIRECTION
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT

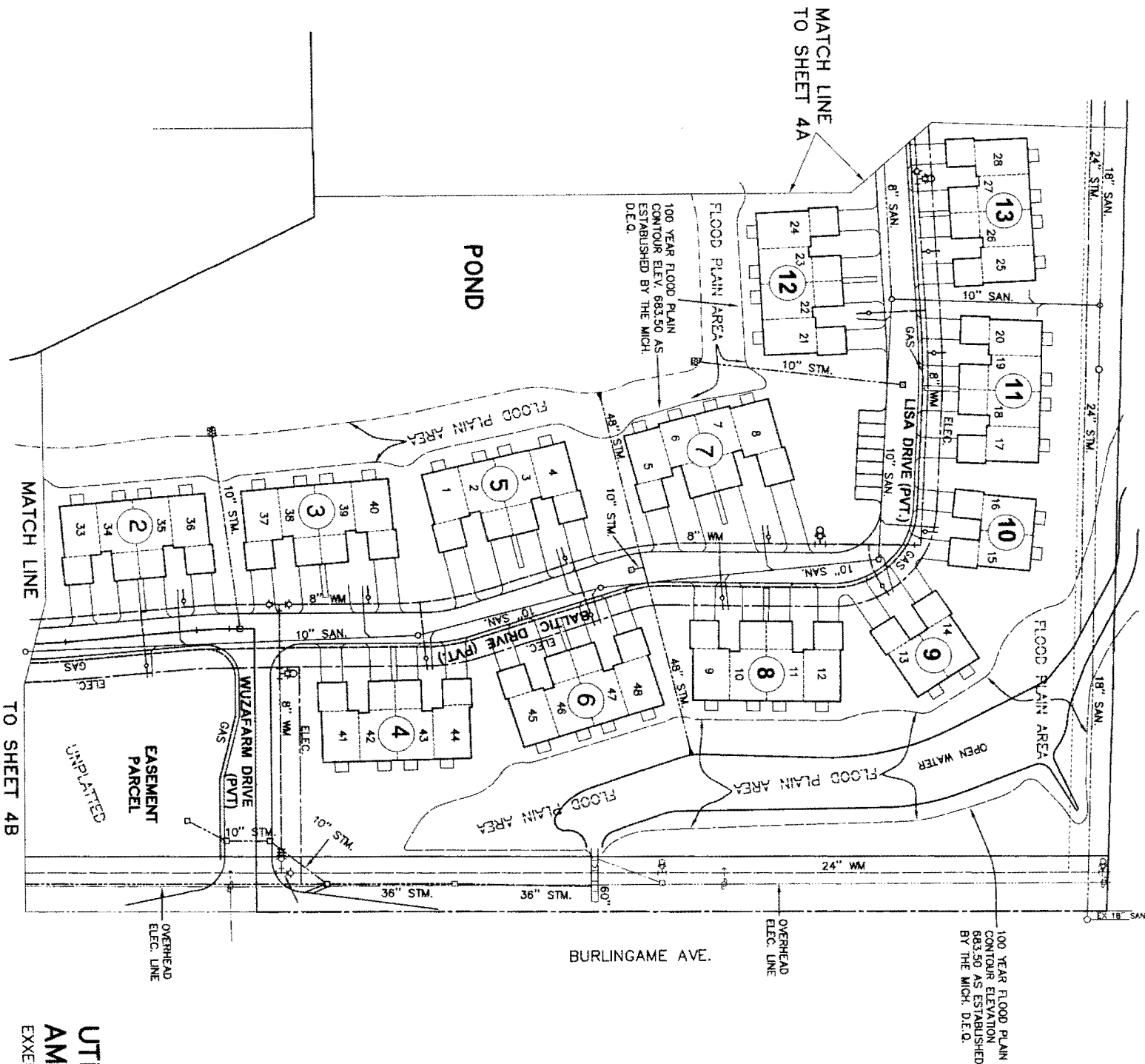


AS-BUILT AUG. 10, 2009



20100622-0053713

Mary Hollinrake P:48/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



- = HYDRANT
- ⊞ = CATCH BASIN
- = MANHOLE
- = STOP BOX

UTILITY		SOURCE OF INFORMATION
.....	= SANITARY SEWER	EXXEL ENGINEERING INC.
-----	= STORM SEWER	EXXEL ENGINEERING INC.
-----	= WATERMAIN	EXXEL ENGINEERING INC.
-----	= 2" GAS MAIN	MICH. CON. GAS CO.
-----	= BURIED ELEC. LINE	CONSUMERS ENERGY

ALL WATER SERVICES ARE 1"
ALL SANITARY SEWER LATERALS ARE 6"

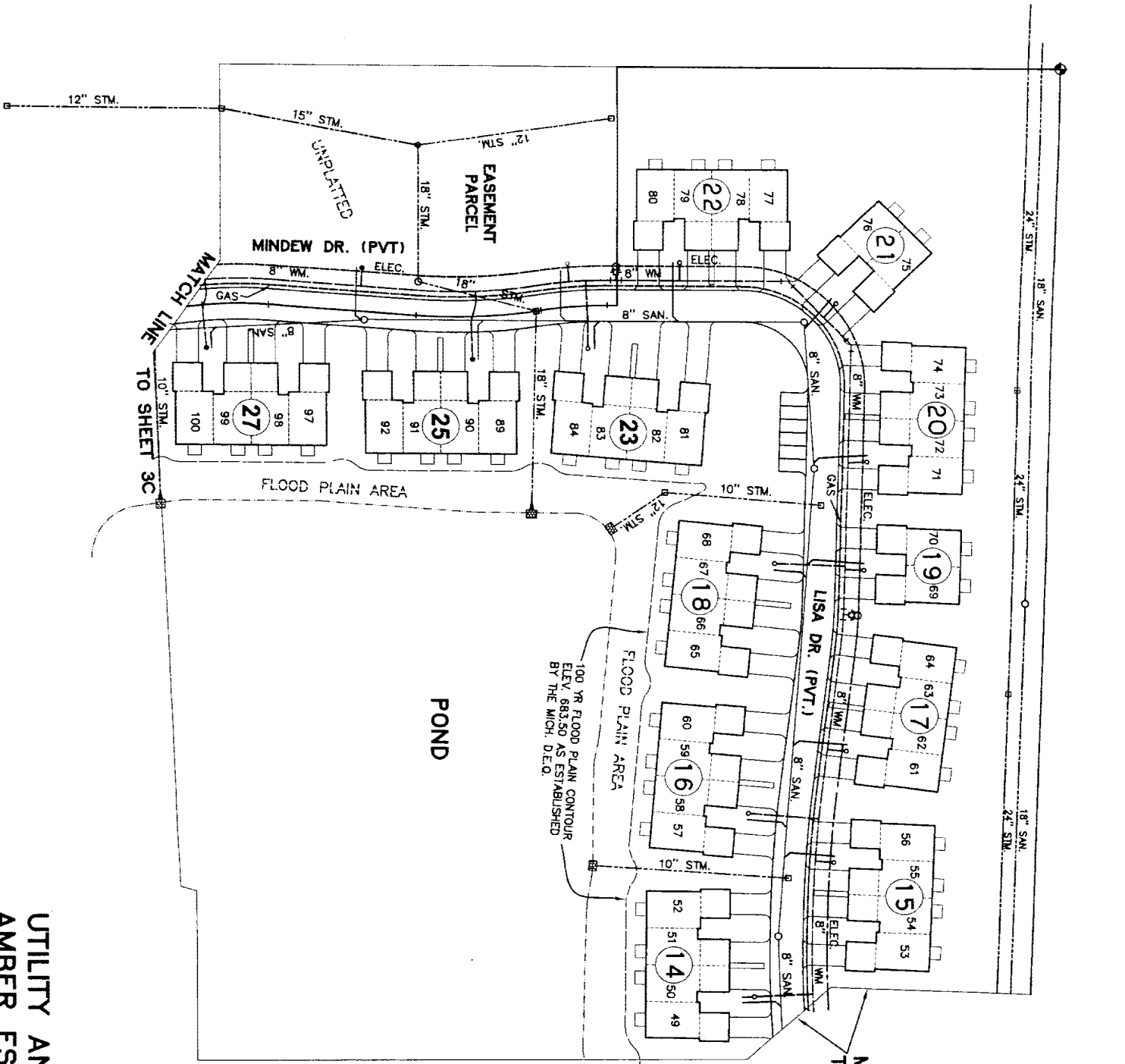


AS-BUILT AUG. 10, 2009

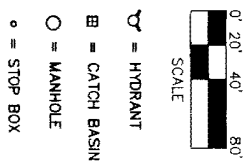


20100622-0053713

Mary Hollinrake P:49/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MATCH LINE
TO SHEET 4



UTILITY

—	= SANITARY SEWER	EXXEL ENGINEERING INC.
---	= STORM SEWER	EXXEL ENGINEERING INC.
---	= WATERMAIN	EXXEL ENGINEERING INC.
---	= 2" GAS MAIN	MICH. CON. GAS CO.
---	= BURIED ELEC. LINE	CONSUMERS ENERGY

SOURCE OF INFORMATION

ALL WATER SERVICES ARE 1"
ALL SANITARY SEWER LATERALS ARE 6"

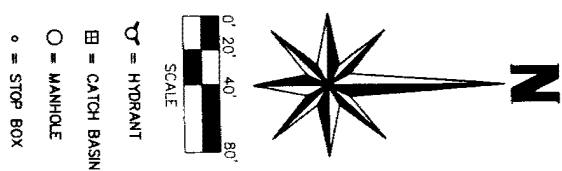
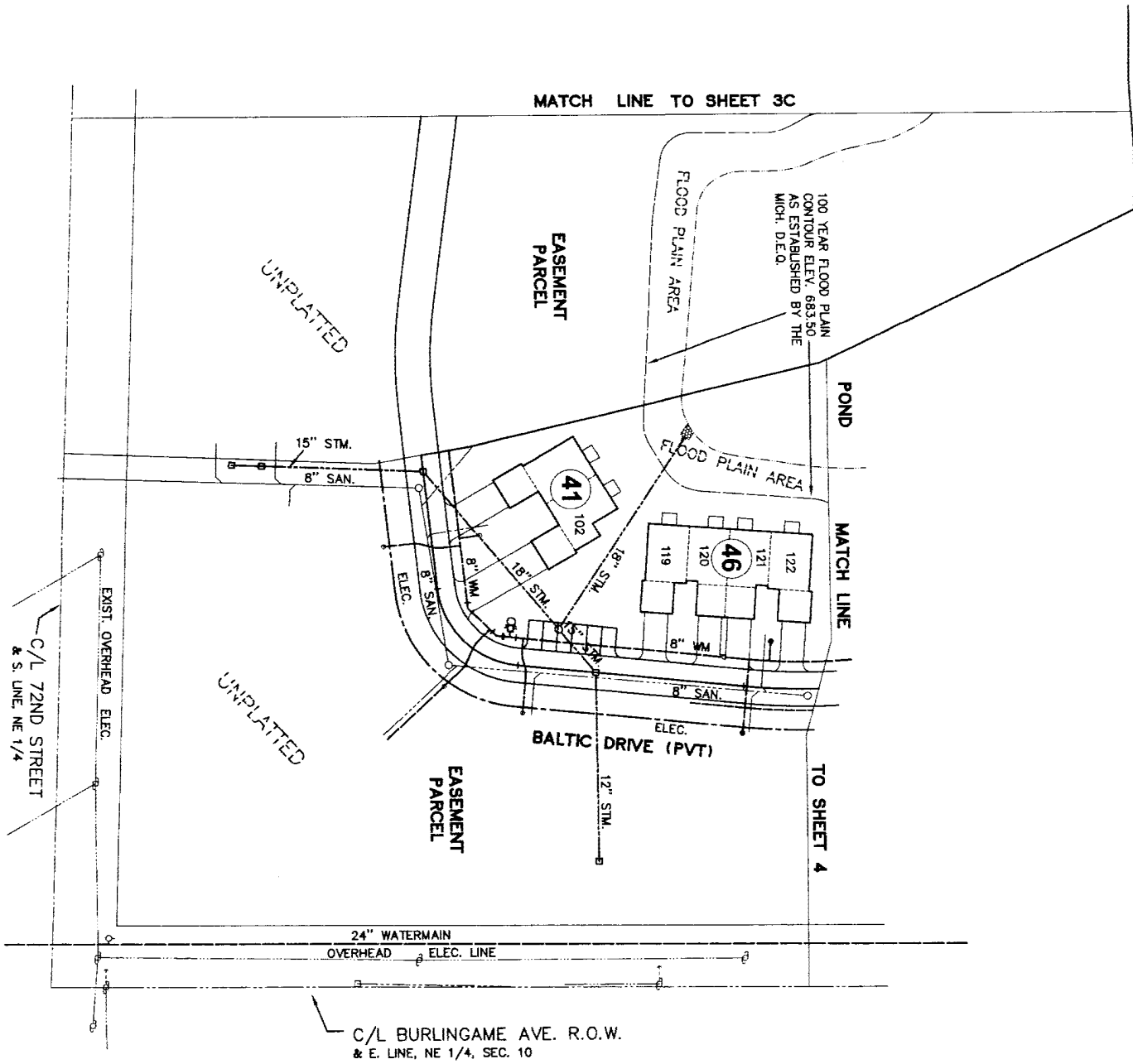


AS-BUILT AUG. 10, 2009



20100622-0053713

Mary Hollinrake P.50/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



- HYDRANT
- CATCH BASIN
- MANHOLE
- STOP BOX

UTILITY	SOURCE OF INFORMATION
.....	EXCEL ENGINEERING INC.
-----	EXCEL ENGINEERING INC.
-----	EXCEL ENGINEERING INC.
-----	EXCEL ENGINEERING INC.
-----	MICH. CON. GAS CO.
-----	CONSUMERS ENERGY

ALL WATER SERVICES ARE 1"
ALL SANITARY SEWER LATERALS ARE 6"

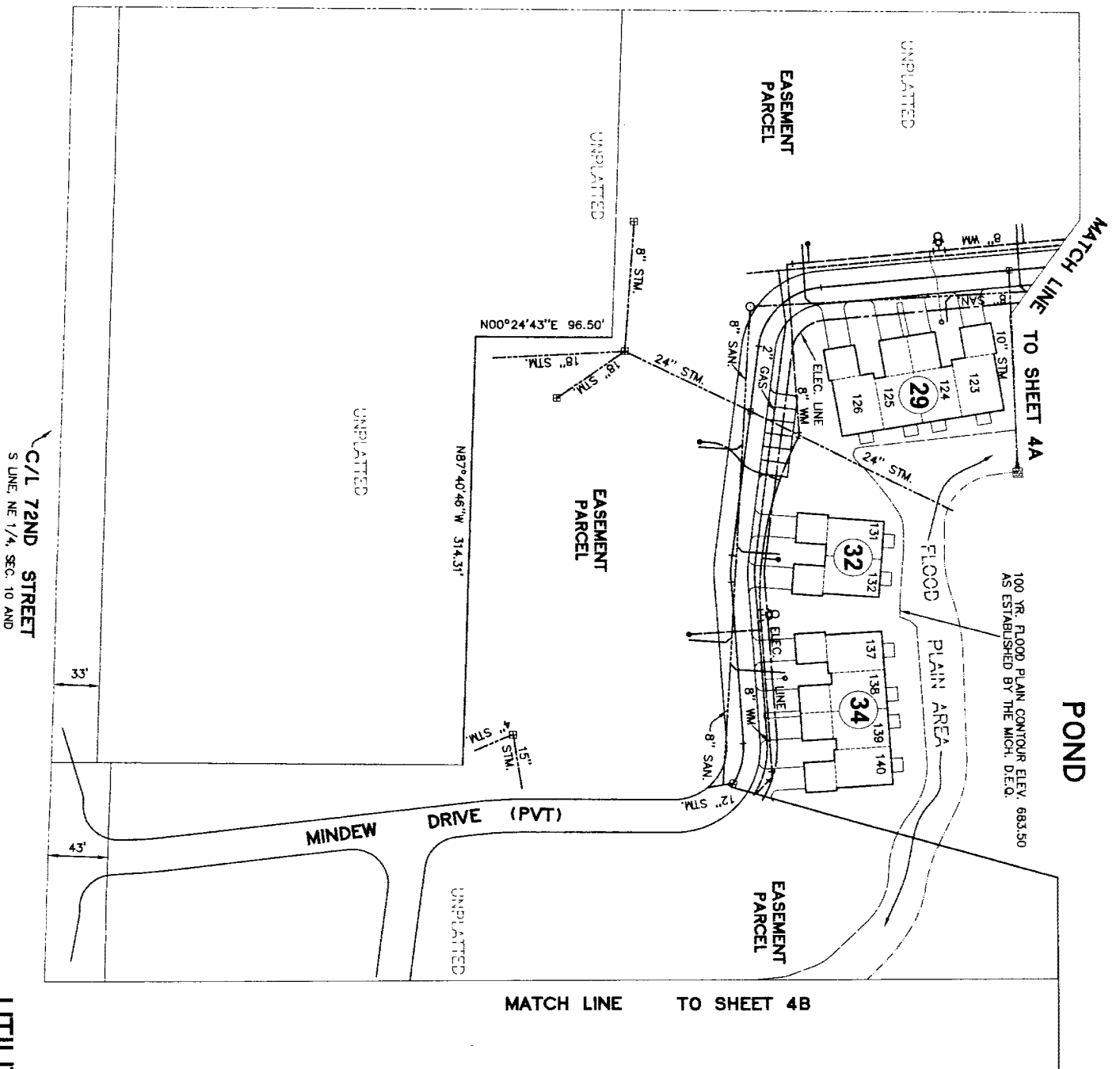


AS BUILT AUG. 10, 2009

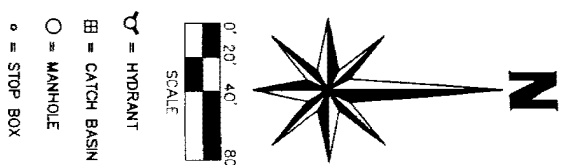


20100622-0053713

Mary Hollinrake P:51/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MATCH LINE TO SHEET 4B



UTILITY	SOURCE OF INFORMATION
..... = SANITARY SEWER	EXCEL ENGINEERING INC.
----- = STORM SEWER	EXCEL ENGINEERING INC.
----- = WATERMAIN	EXCEL ENGINEERING INC.
----- = 2" GAS MAIN	MICH. CON. GAS CO.
----- = BURIED ELEC. LINE	CONSUMERS ENERGY

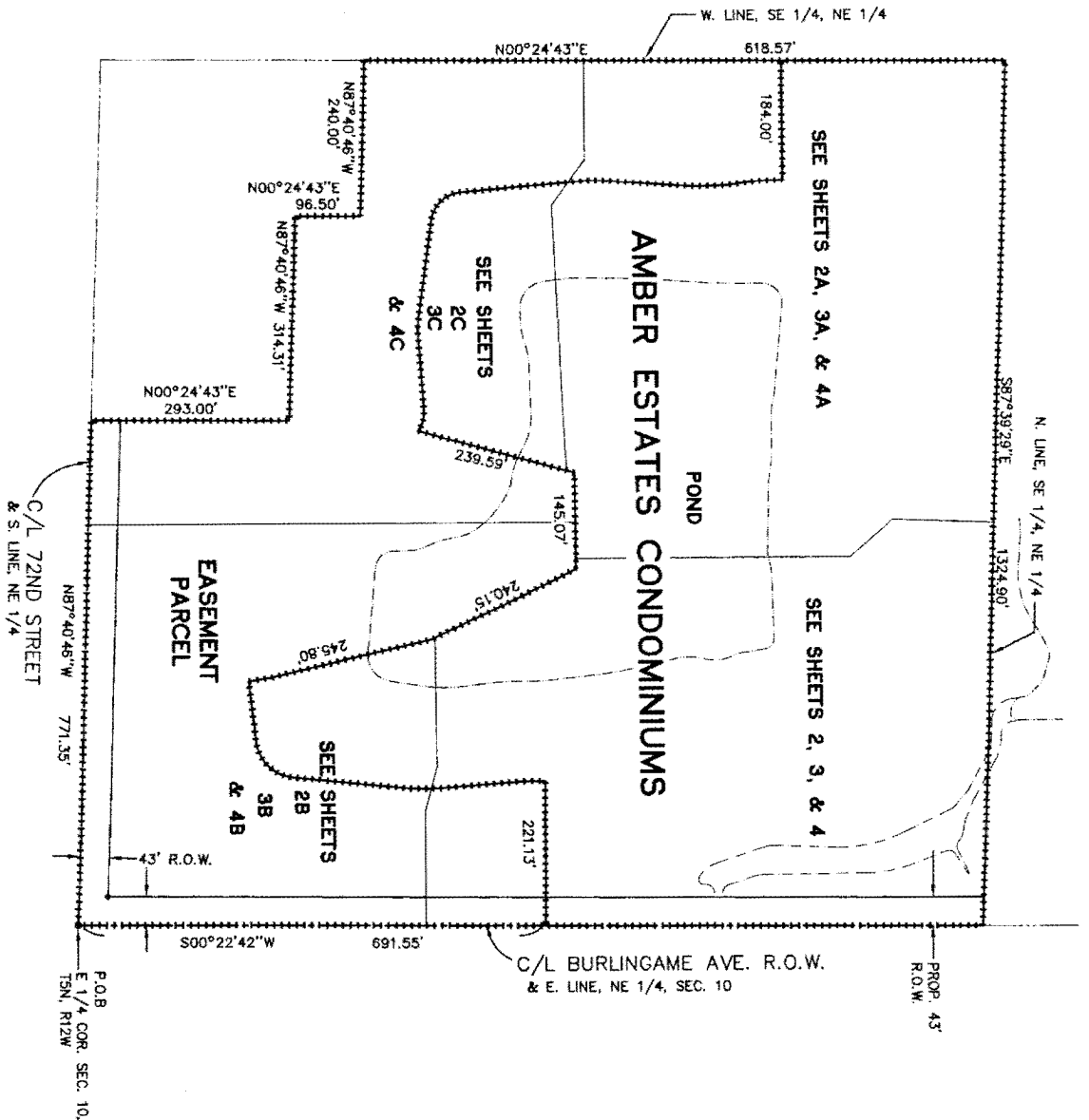
ALL WATER SERVICES ARE 1"
ALL SANITARY SEWER LATERALS ARE 6"



Mary Hollinrake
AS-BUILT AUG. 10, 2009



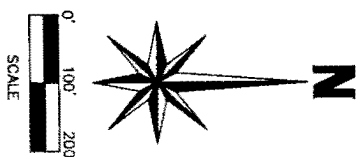
20100622-0053713
Mary Hollinrake P:52/82 1:56PM
Kent Cnty MI Restr 06/22/2010 SEAL



Description of Easement Area (Parcel to South of Amber Estates):
Part of the NE 1/4 of Section 10, T5N, R12W, Byron Township, Kent County, Michigan, described as: Beginning at the E 1/4 corner of Section 10; thence N87°40'46"W 771.35 feet along the South line of said NE 1/4; thence N00°24'43"E 293.00 feet; thence N87°40'46"W 314.31 feet; thence N00°24'43"E 96.50 feet; thence N87°40'46"W 240.00 feet to the West line of the SE 1/4 of the NE 1/4, Section 10; thence S00°24'43"E 618.57 feet along said West line; thence S89°35'17"E 184.00 feet; thence S00°24'43"W 764 feet; thence Southerly 49.39 feet along a 300.00 foot radius curve to the left, the chord of which bears S04°18'16"E 49.33 feet; thence Southerly 92.77 feet along a 400.00 foot radius curve to the right, the chord of which bears S02°22'37"E 92.56 feet; thence S04°13'01"W 110.23 feet; thence Southerly 49.14 feet along a 300.00 foot radius curve to the left, the chord of which bears S00°28'30"E 49.08 feet; thence S05°10'01"E 170.22 feet; thence Southeasterly 67.25 feet along a 50.00 foot radius curve to the left, the chord of which bears S43°41'52"E 62.29 feet; thence S82°13'44"E 155.41 feet; thence Easterly 19.75 feet along a 100.00 foot radius curve to the left, the chord of which bears S87°53'07"E 19.71 feet; thence N86°27'29"E 118.09 feet; thence Southeasterly 33.82 feet along a 50.00 foot radius curve to the right, the chord of which bears S74°09'44"E 33.18 feet; thence N16°06'42"E 239.59 feet; thence N90°00'00"E 145.07 feet; thence S26°20'00"E 240.15 feet; thence S13°27'15"E 245.80 feet; thence S09°46'27"E 33.08 feet; thence N84°15'09"E 93.59 feet; thence Northeasterly 82.00 feet along a 60.00 foot radius curve to the left, the chord of which bears N45°06'06"E 75.76 feet; thence N05°57'03"E 154.73 feet; thence Northerly 74.60 feet along a 400.00 foot radius curve to the left, the chord of which bears N00°36'30"E 74.49 feet; thence N04°44'03"W 101.04 feet; thence Northerly 24.79 feet along a 300.00 foot radius curve to the right, the chord of which bears N02°22'02"W 24.78 feet; thence N00°00'00"E 18.99 feet; thence S89°37'18"E 221.13 feet to the East line of the NE 1/4, Section 10; thence S00°22'42"W 691.55 feet along said East line to the place of beginning.

Contains 14.16 acres.

===== = PROPERTY LINES

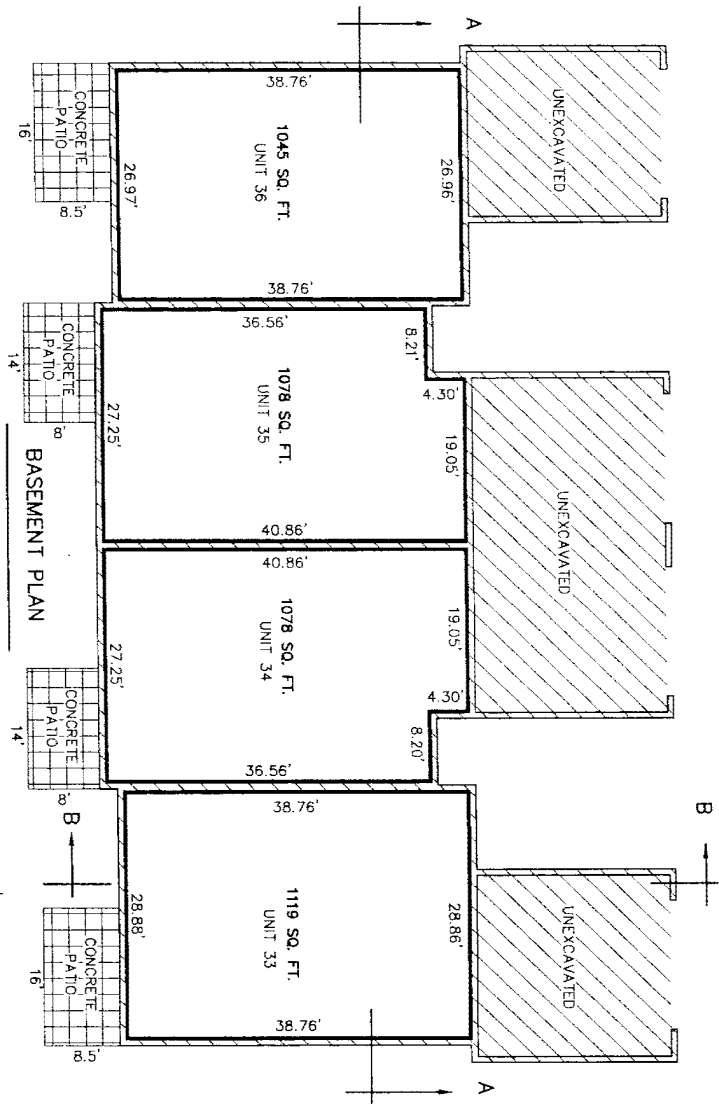


AS-BUILT AUG. 10, 2009



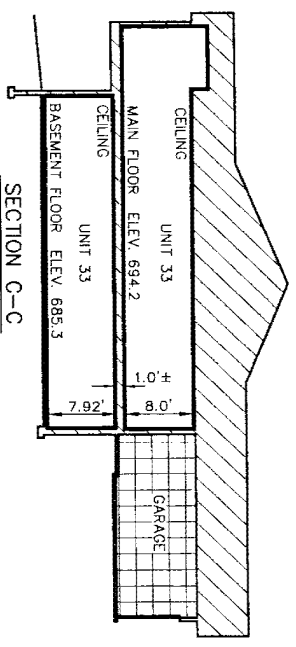
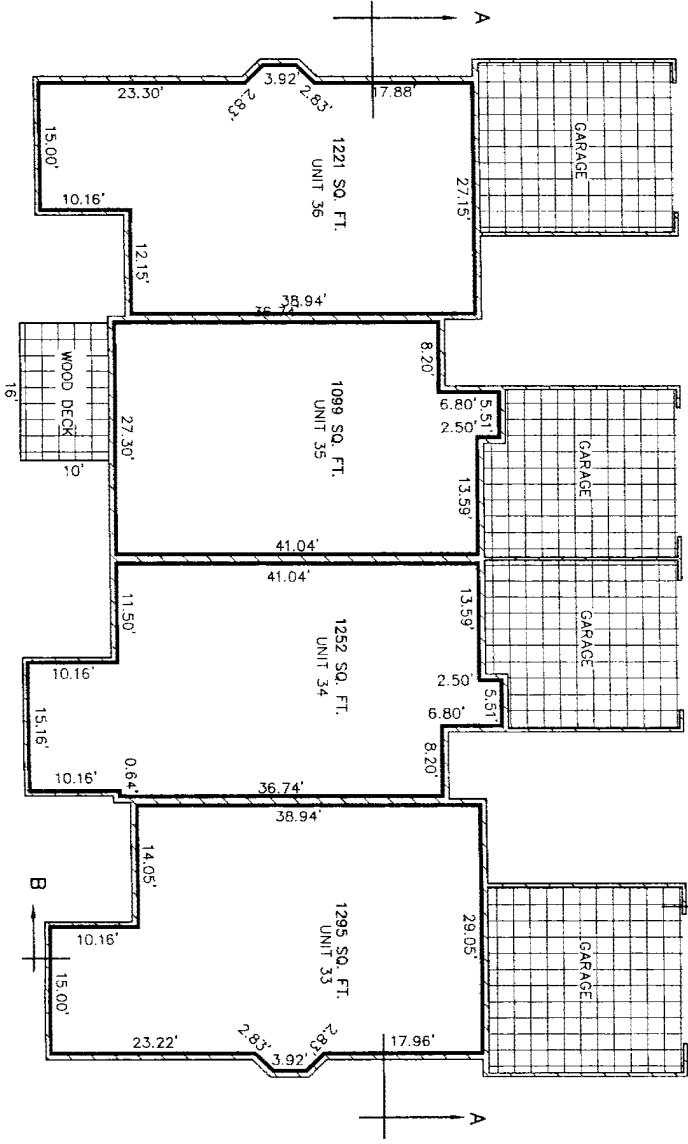
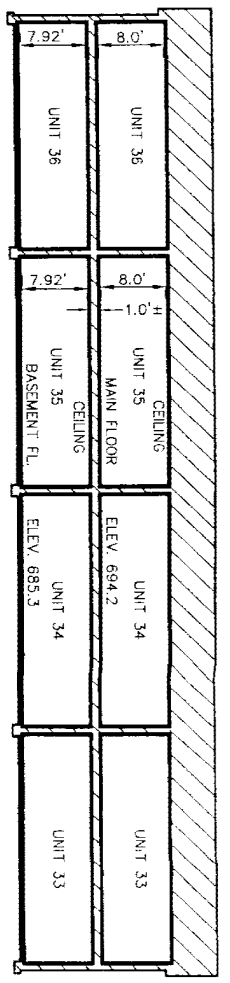
20100622-0053713

Mary Hollinrake P.53/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL

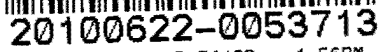


MAIN FLOOR EXTERIOR WALLS ARE 0.6' ±
MAIN FLOOR PARTY WALLS ARE 0.75' ±
BASEMENT WALLS ARE 0.67'

LEGEND:
[Hatched Box] = GENERAL COMMON ELEMENT
[Grid Box] = LIMITED COMMON ELEMENT
[Line] = LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



AS-BUILT AUG. 10, 2009

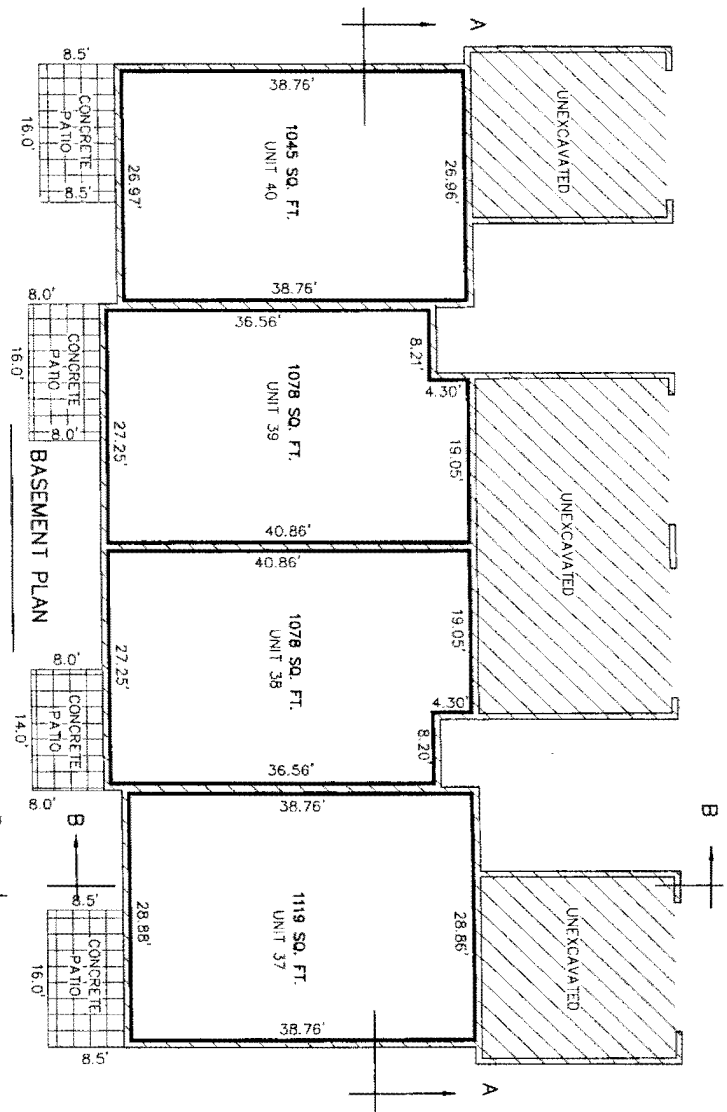


The floor plan shows a four-unit residential building with the following units and dimensions:

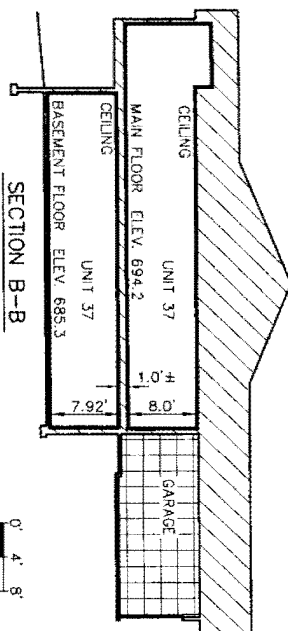
- Unit 40 (Top Left):** 1221 SQ. FT. Dimensions: 27.50', 15.00', 10.16', 12.15', 38.94', 27.15', 13.68', 2.83', 3.92'.
- Unit 39 (Middle Left):** 1099 SQ. FT. Dimensions: 27.29', 16', 10', 41.04', 36.74', 8.20', 8.80', 2.50', 5.51'.
- Unit 38 (Bottom Left):** 1253 SQ. FT. Dimensions: 11.50', 10.16', 15.16', 10.16', 0.64', 36.74', 8.20', 6.80', 2.50', 5.51', 13.58', 13.59'.
- Unit 37 (Bottom Right):** 1297 SQ. FT. Dimensions: 12.15', 9.5', 10.16', 15.16', 10.16', 1.74', 17.46', 2.83', 3.92', 13.56', 29.05'.

Each unit is adjacent to a GARAGE. The plan also includes two WOOD DECK areas. Dimensions are provided in feet and inches. The total area is 4870 SQ. FT.

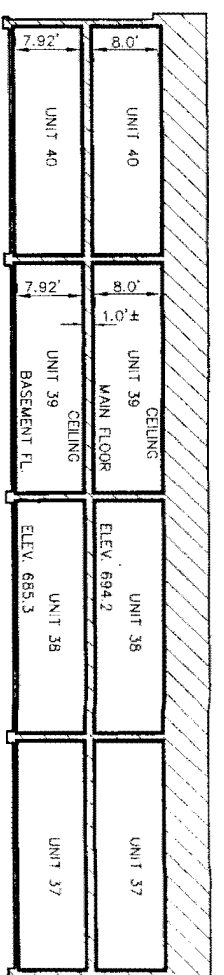
EXISTING
MAIN FLOOR PLAN



BASEMENT PLAN



SECTION B-B



SECTION A-A

MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

== GENERAL COMMON ELEMENT

[illegible]

LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

A horizontal scale bar with three segments. The first segment is labeled '0', the second '4', and the third '8'. The segments are black, white, and black respectively.

BUILDING 3

AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7

~~AS-BUILT~~ AUG. 10, 2009

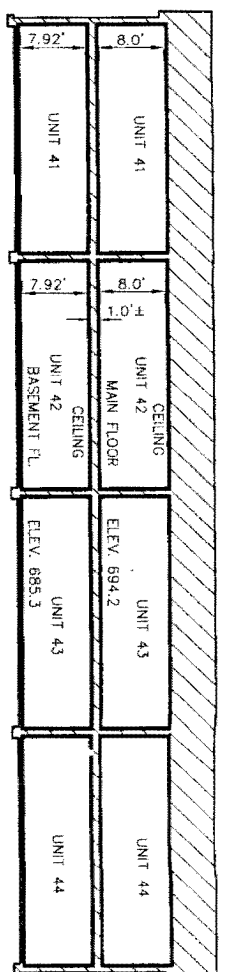
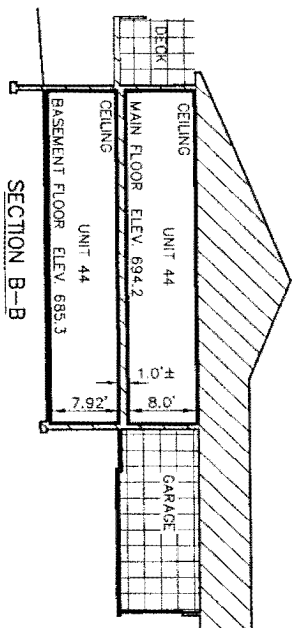
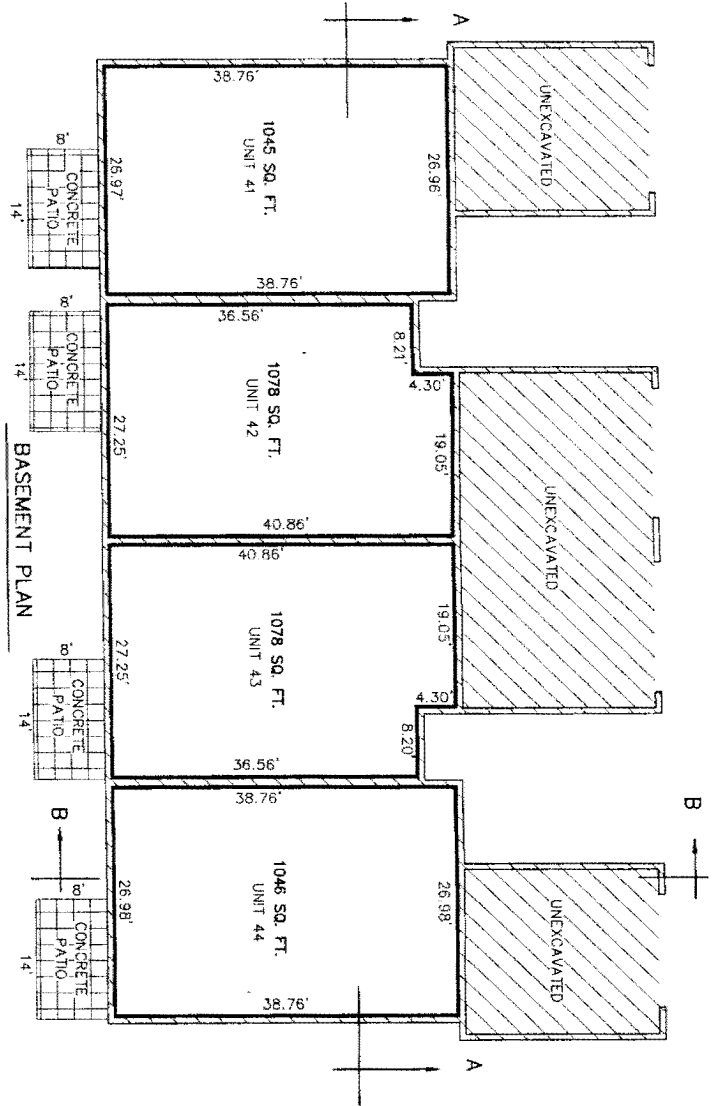
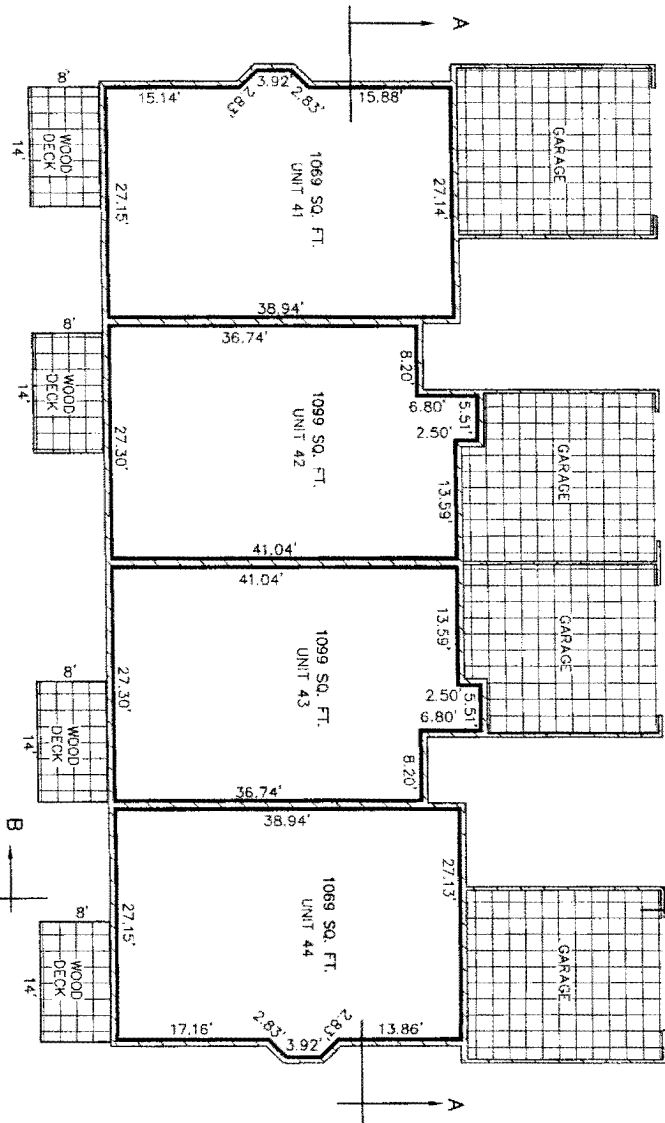




20100622-0053713

Mary Hollinrake P.55/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL

EXISTING
MAIN FLOOR PLAN



MAIN FLOOR EXTERIOR WALLS ARE 0.6' ±
MAIN FLOOR PARTY WALLS ARE 0.75' ±
BASMENT WALLS ARE 0.67' ±

LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT

BUILDING 4
AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 8

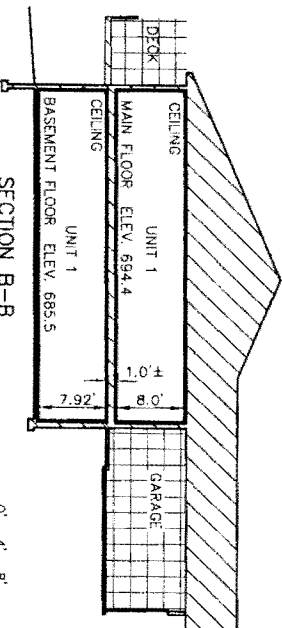
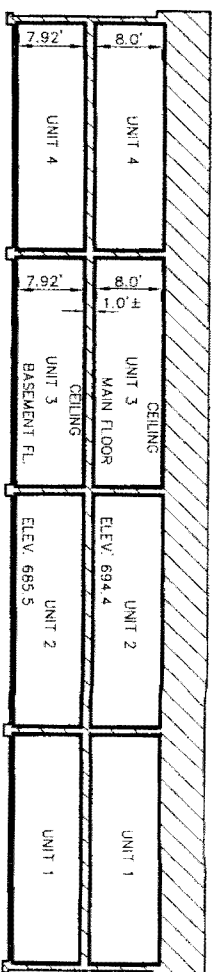
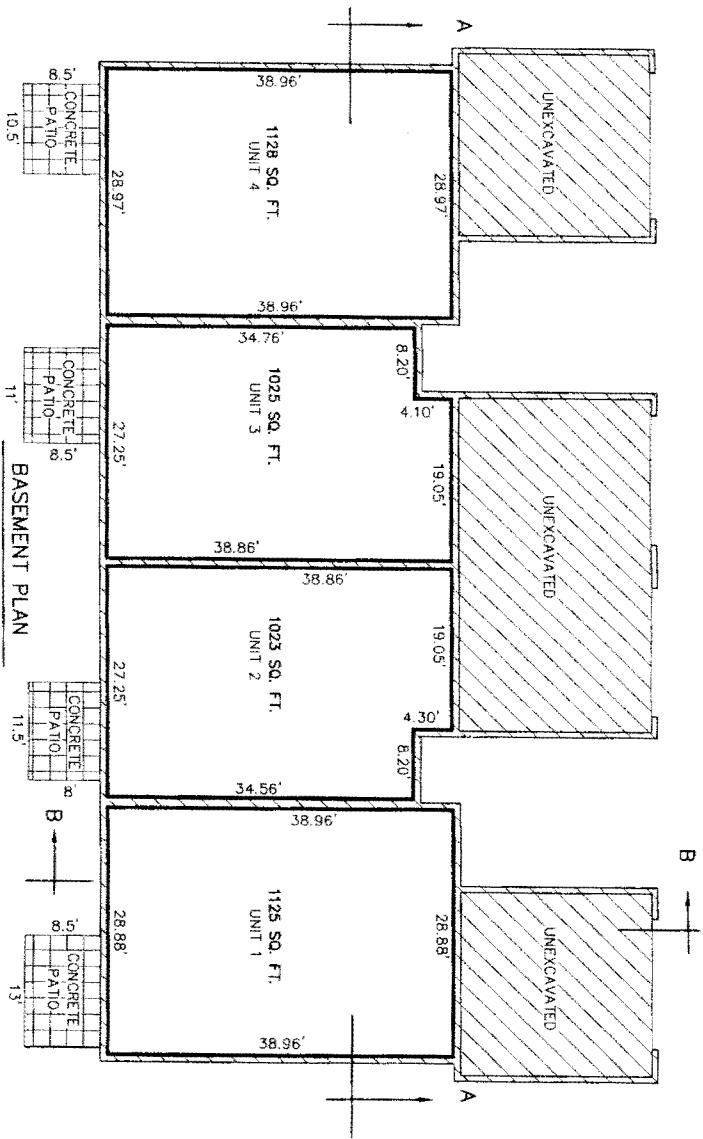
AS-BUILT AUG. 10, 2009





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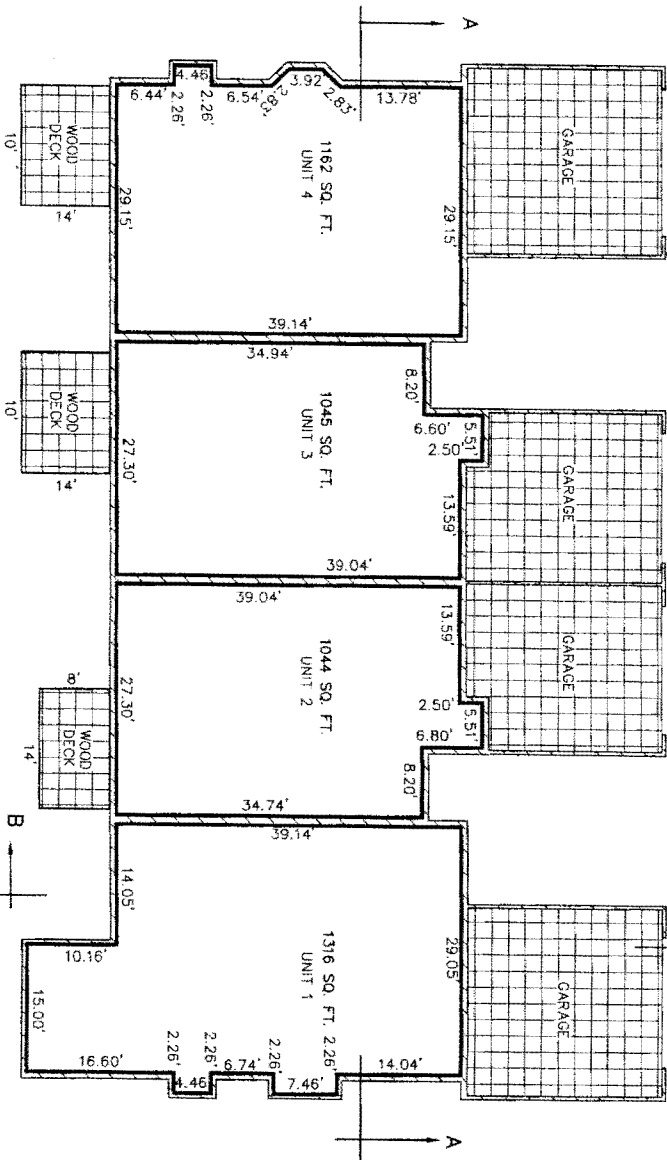
Mary Hollinrake P.56/82 1:56PM
Kent Cnty MI Restr 06/22/2010 SEAL



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

LEGEND:

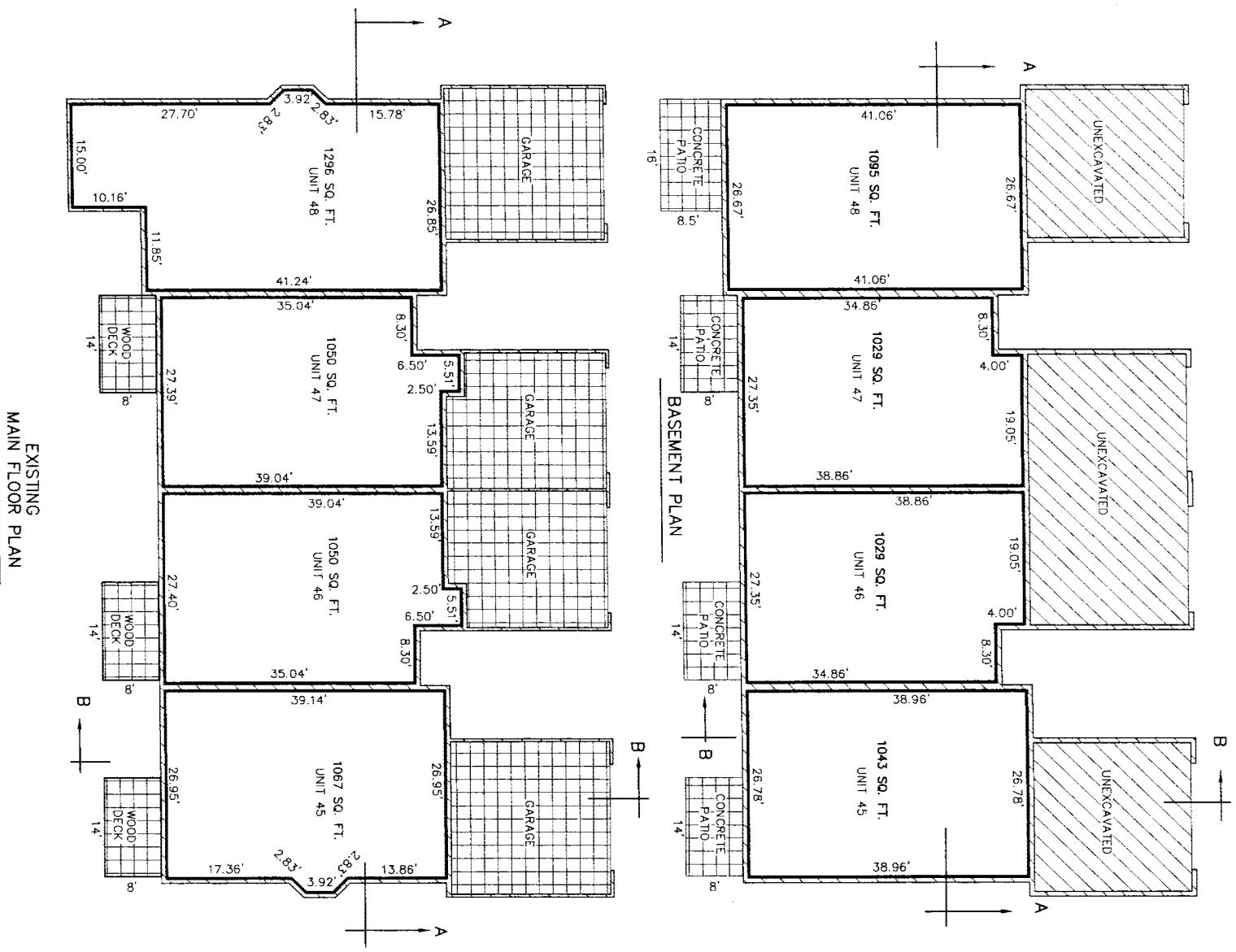
- [Hatched Box] = GENERAL COMMON ELEMENT
- [Grid Box] = LIMITED COMMON ELEMENT
- = LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



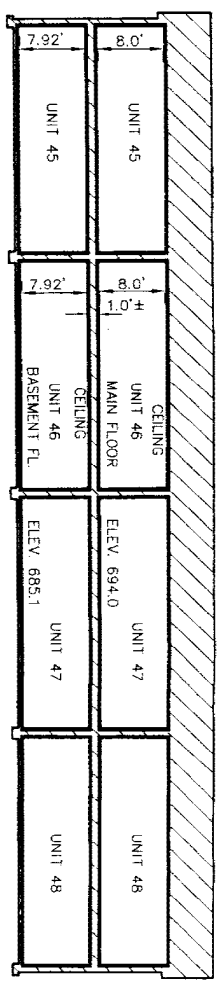
AS-BUILT AUG. 10, 2009

20100622-0053713

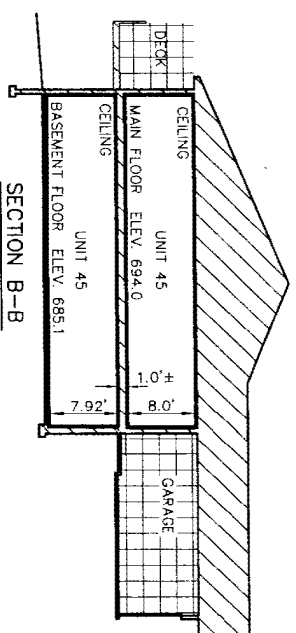
Mary Hollinrake P:57/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



EXISTING
MAIN FLOOR PLAN



SECTION A-A



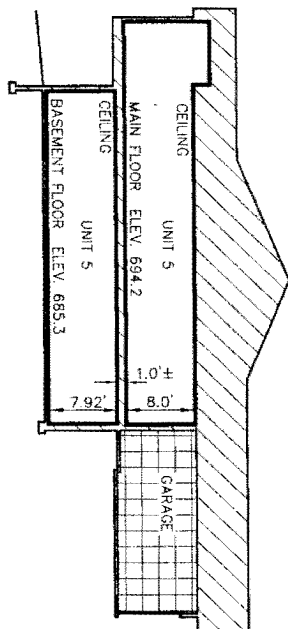
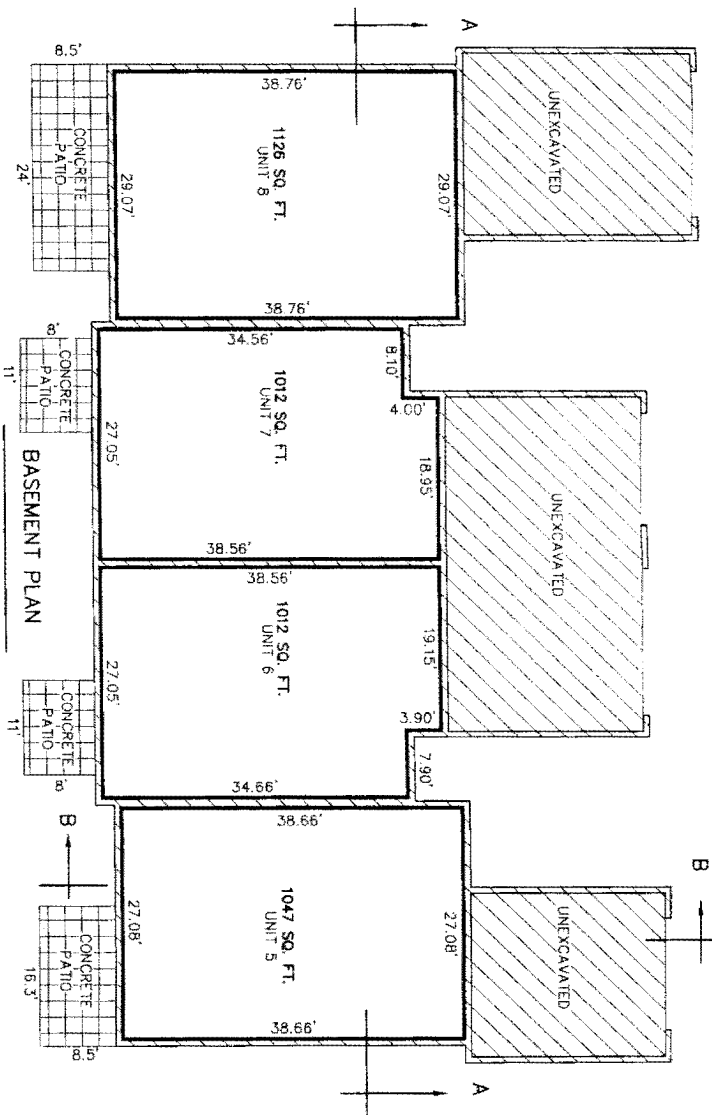
SECTION B-B



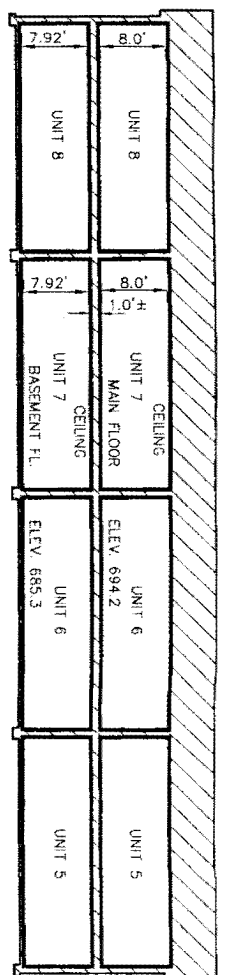
MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'
= GENERAL COMMON ELEMENT
= LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

AS-BUILT AUG. 10, 2009





SECTION A-A



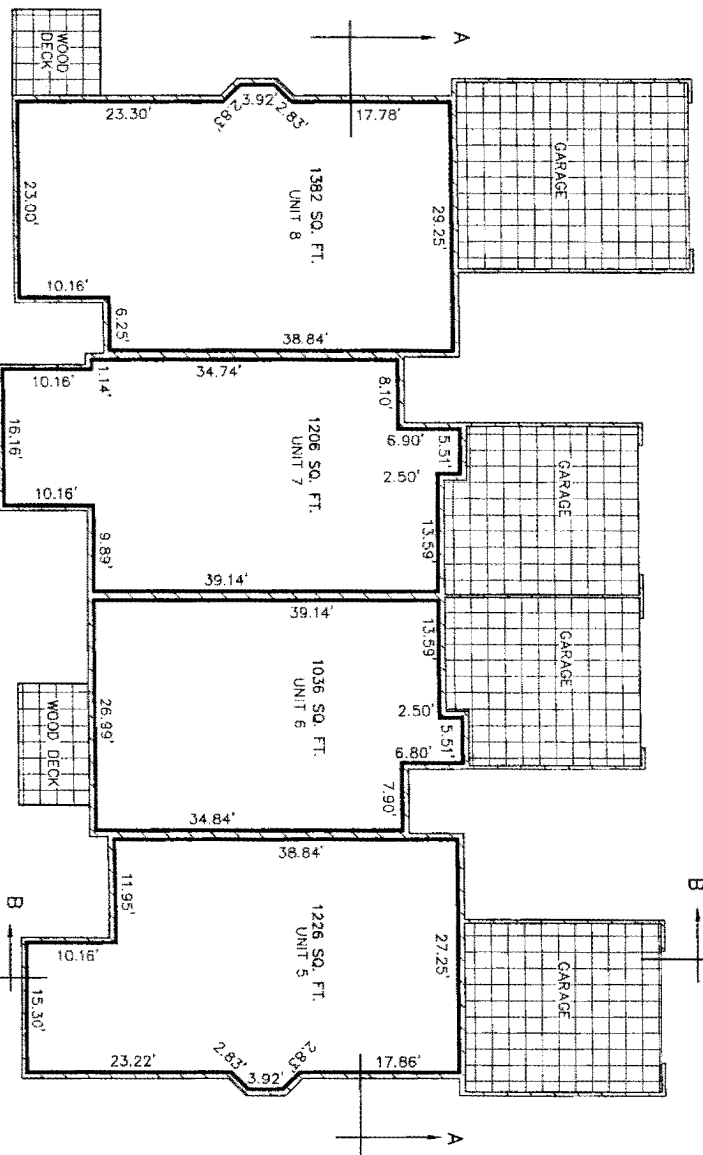
SECTION B-B



MAIN FLOOR EXTERIOR WALLS ARE 0.61' ±
 MAIN FLOOR PARTY WALLS ARE 0.75' ±
 BASEMENT WALLS ARE 0.67' ±

— = GENERAL COMMON ELEMENT
 — = LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP
 OWNERSHIP LINES ARE AT RIGHT ANGLES TO
 EACH OTHER UNLESS OTHERWISE NOTED



EXISTING
 MAIN FLOOR PLAN

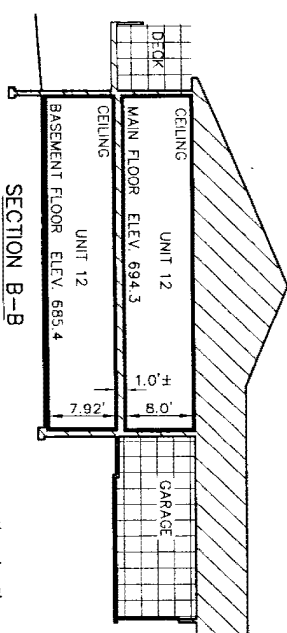
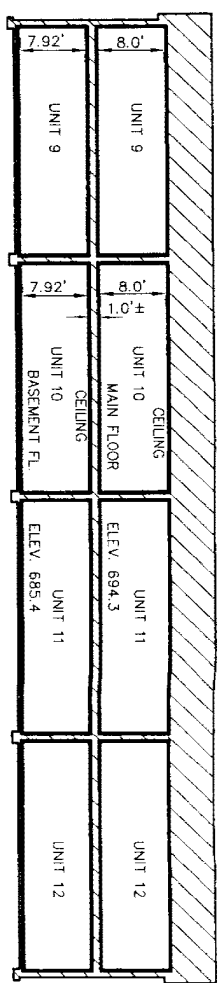
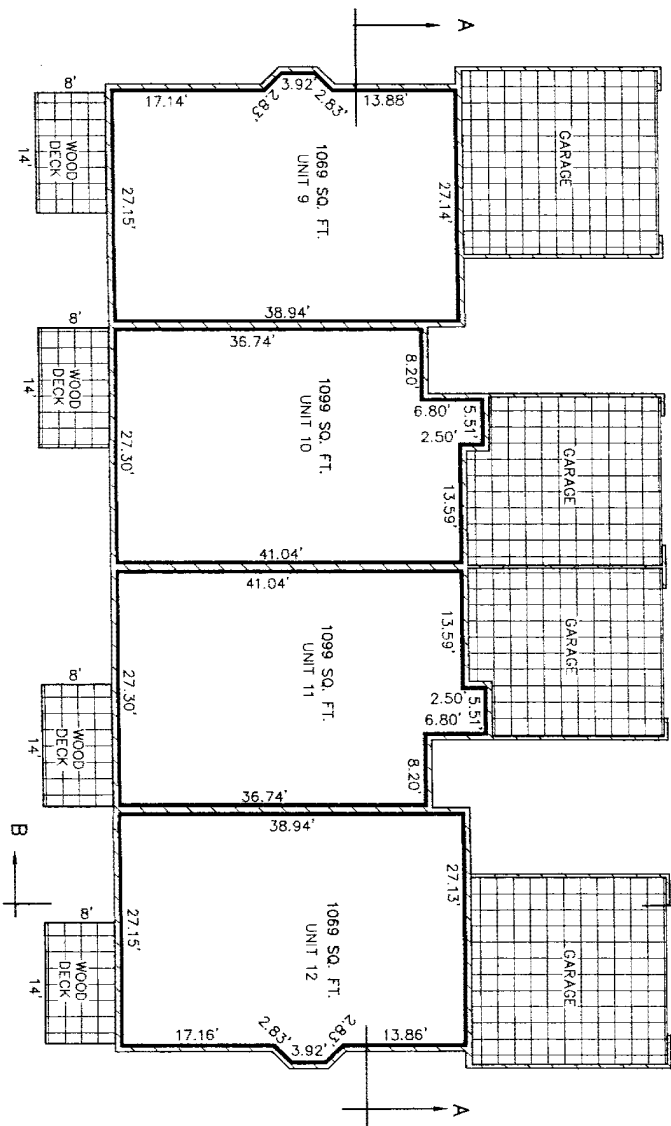
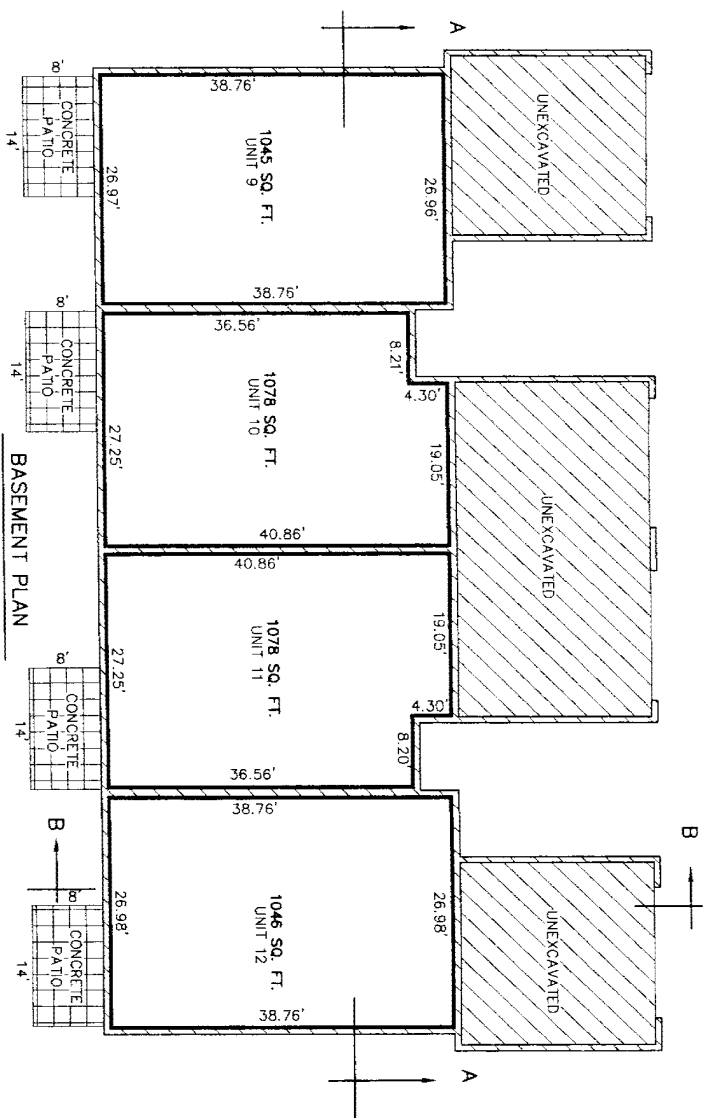
AS BUILT AUG. 10, 2009





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Mary Hollinrake P:59/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



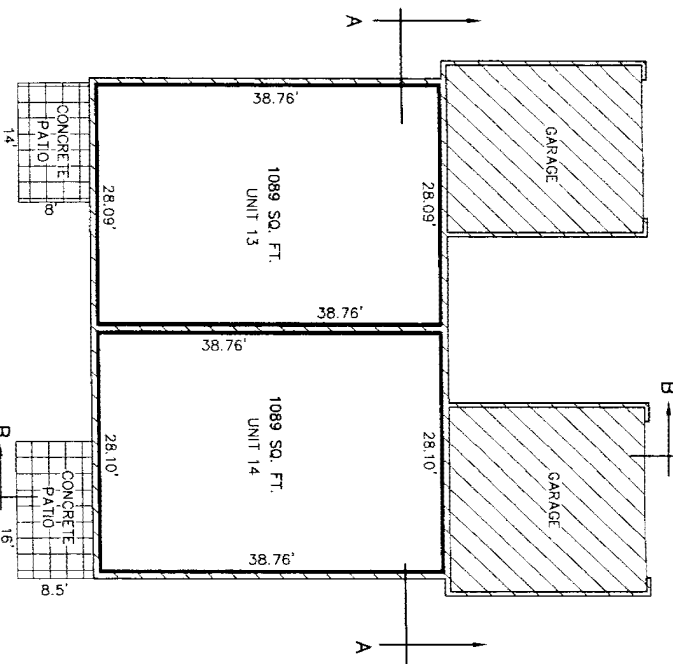
MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

LEGEND:
[Hatched Box] = GENERAL COMMON ELEMENT
[Grid Box] = LIMITED COMMON ELEMENT
[Line] = LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

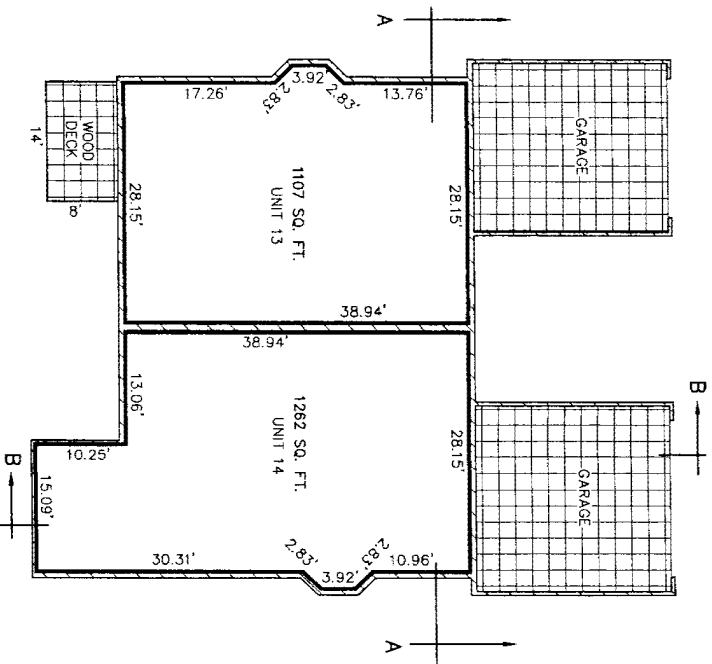
AS-BUILT AUG. 10, 2009



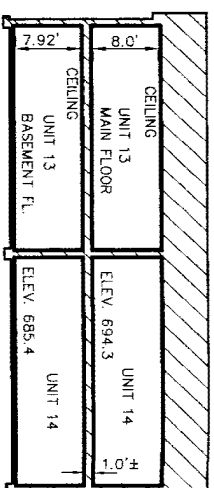
20100622-0053713
Mary Hollinrake P:60/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



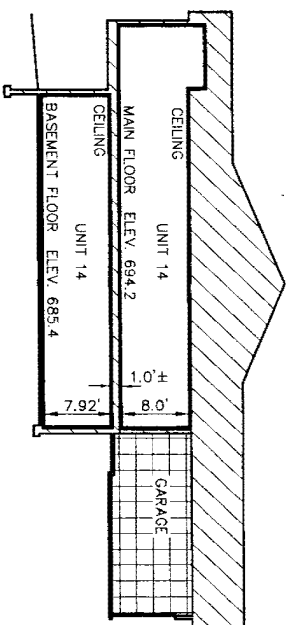
BASMENT PLAN



MAIN FLOOR PLAN



SECTION A-A

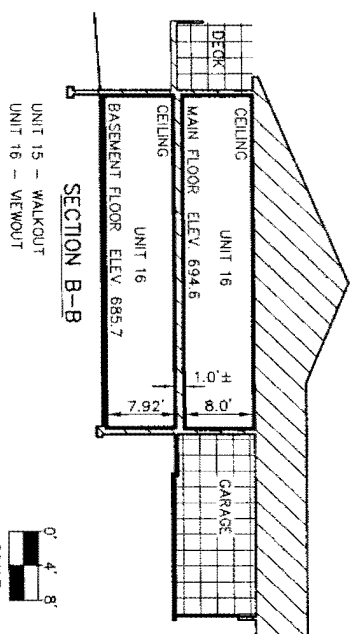
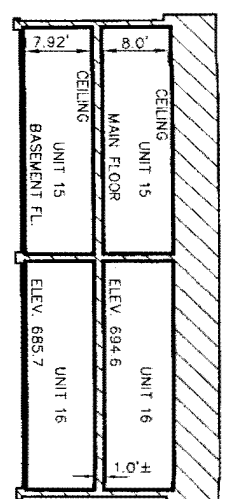
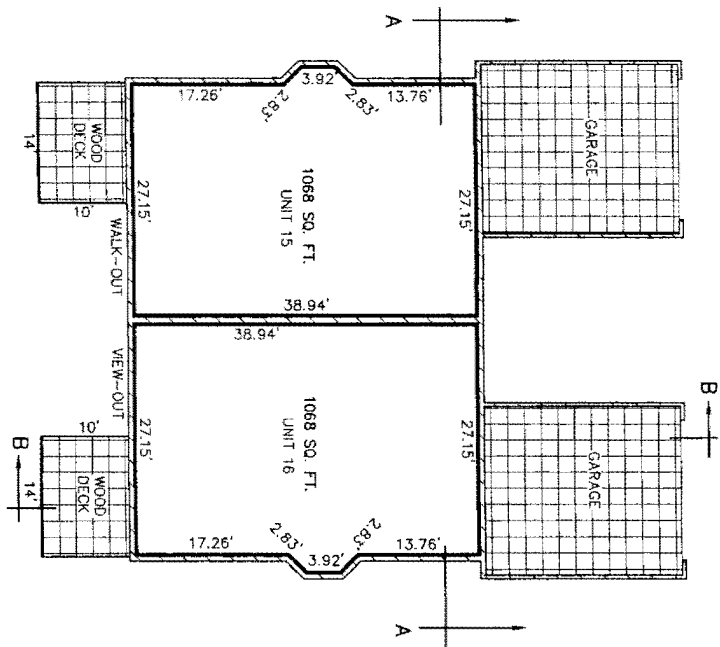
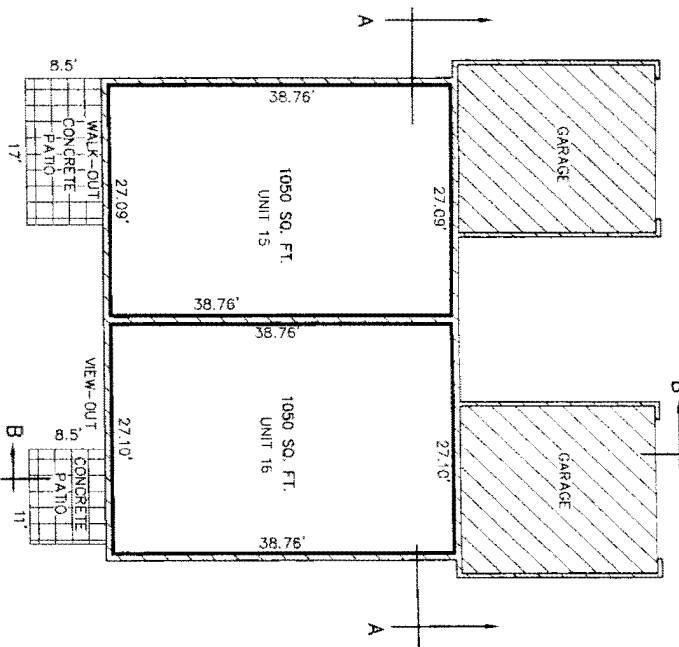


MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'
LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT



AS-BUILT AUG. 10, 2009

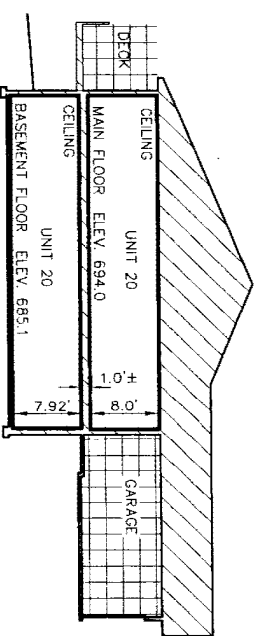
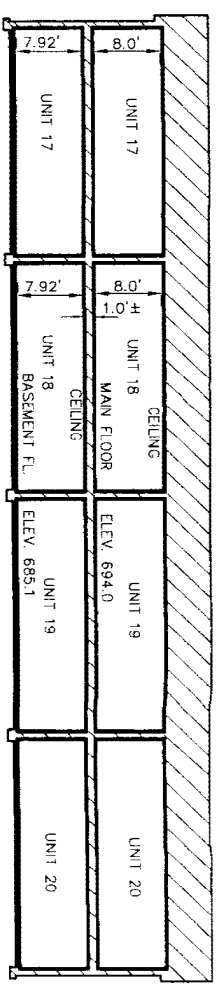
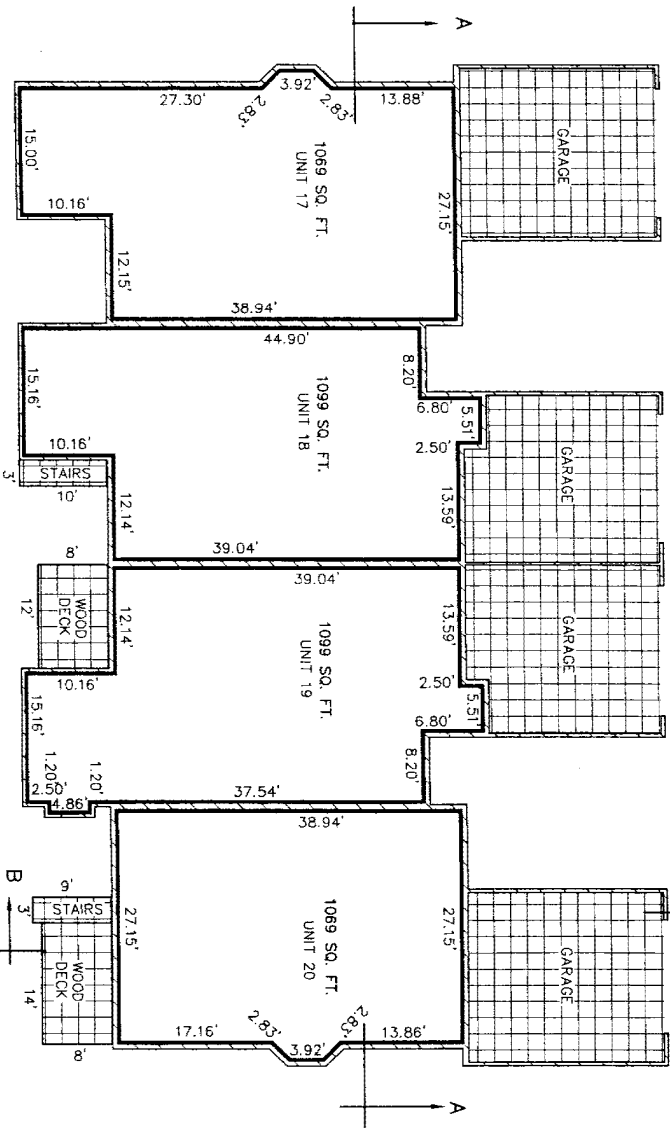
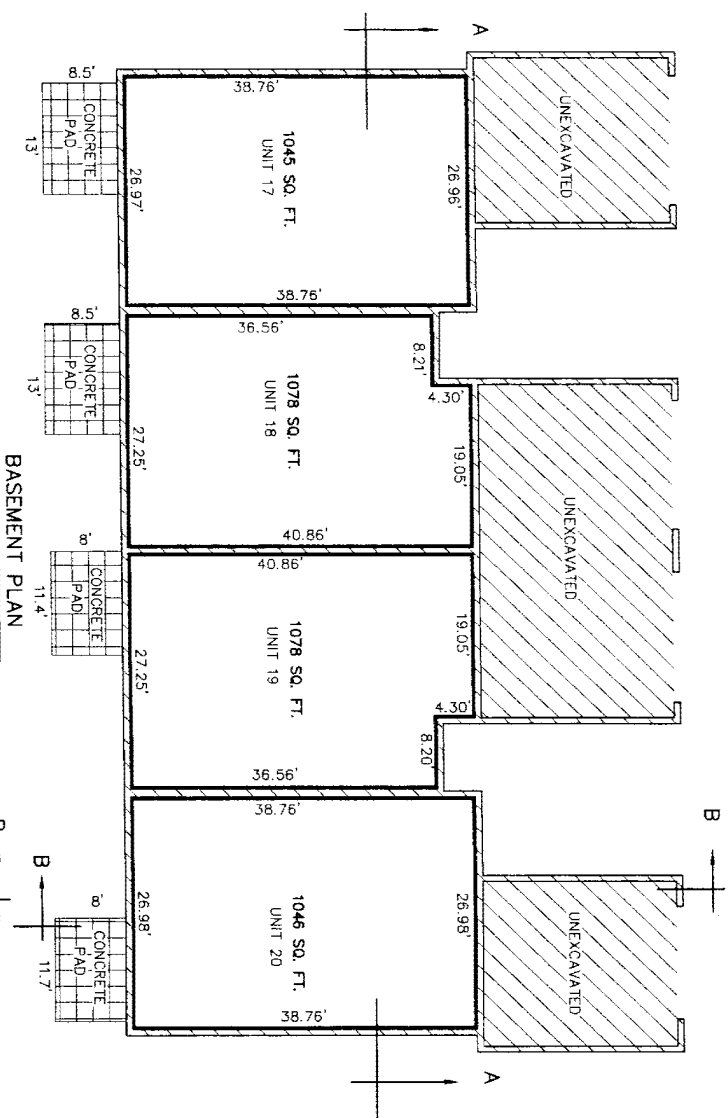


MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
 MAIN FLOOR PARTY WALLS ARE 0.75'±
 BASEMENT WALLS ARE 0.67'

LEGEND:
 [Hatched Box] = GENERAL COMMON ELEMENT
 [Grid Box] = LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP
 OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



AS-BUILT AUG. 10, 2009



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
 MAIN FLOOR PARTY WALLS ARE 0.75'±
 BASEMENT WALLS ARE 0.67'

LIMITS OF OWNERSHIP
 OWNERSHIP LINES ARE AT RIGHT ANGLES TO
 EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT

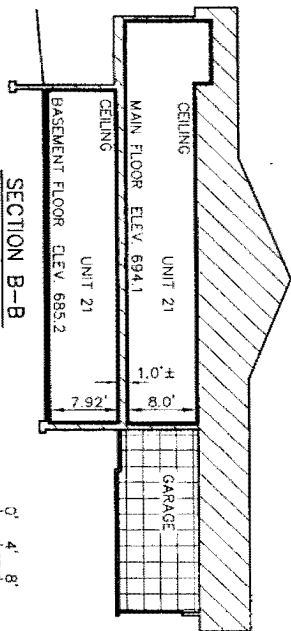
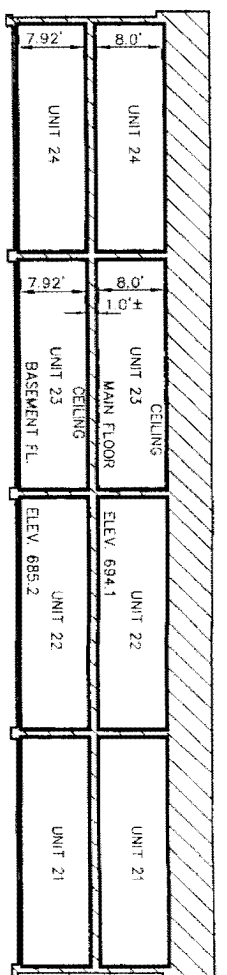
AS-BUILT AUG. 10, 2009





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Mary Hollinrake P.63/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

— = LIMITED COMMON ELEMENT
— = GENERAL COMMON ELEMENT

OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 12
AMBER ESTATES CONDOMINIUMS
EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 16

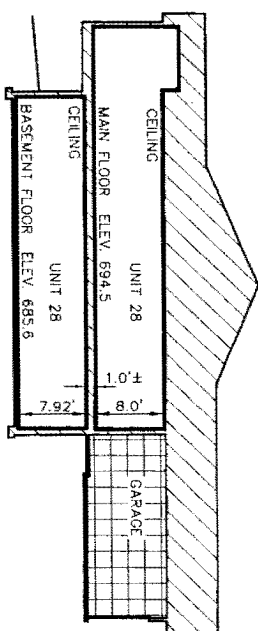
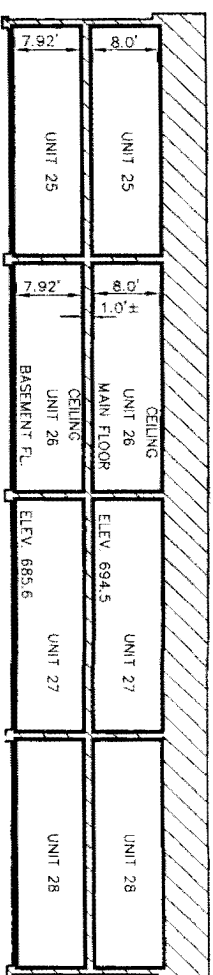
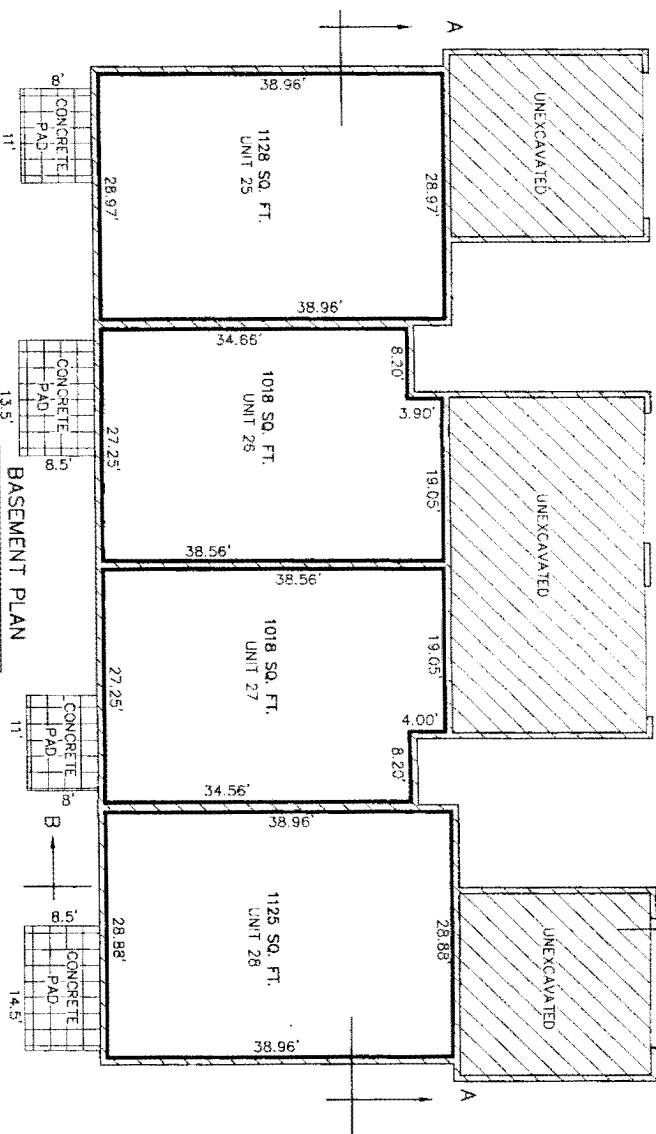
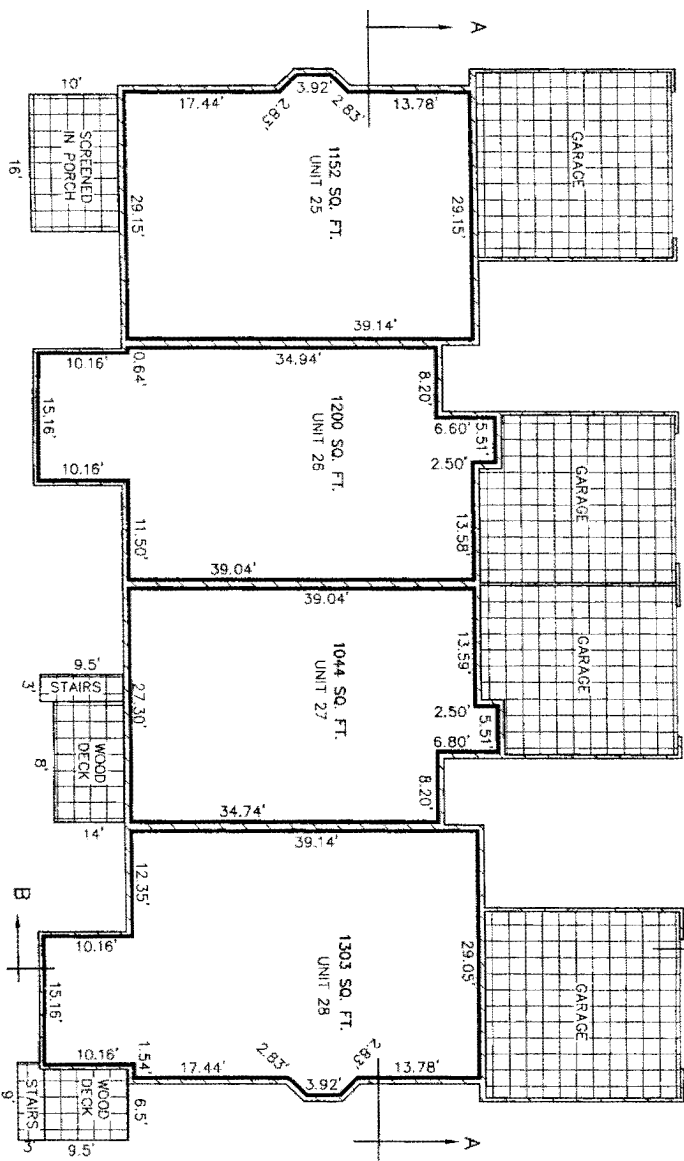
AS BUILT AUG. 10, 2009





20100622-0053713
Mary Hollinrake P:64/82 1:56PM
Kent Only MI Rgstr 06/22/2010 SEAL

EXISTING
MAIN FLOOR PLAN



MAIN FLOOR EXTERIOR WALLS ARE 0.6' ±
MAIN FLOOR PARTY WALLS ARE 0.75' ±
BASEMENT WALLS ARE 0.67' ±

— = GENERAL COMMON ELEMENT
— = LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 13
AMBER ESTATES CONDOMINIUMS

EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 17

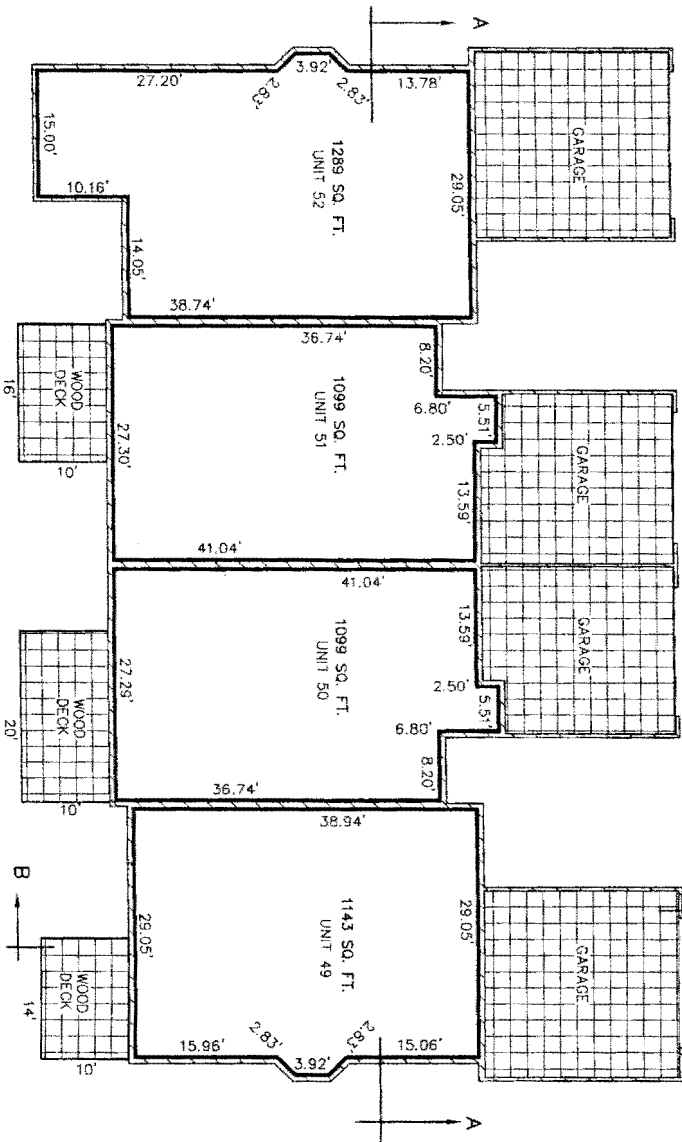
AS BUILT AUG. 10, 2009



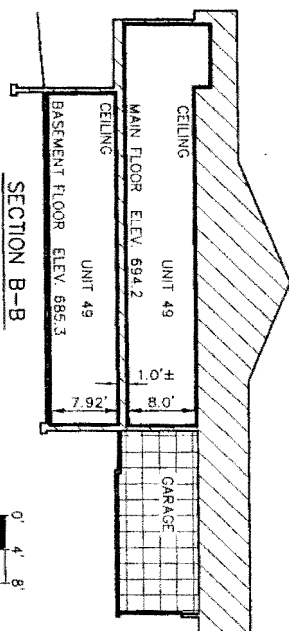
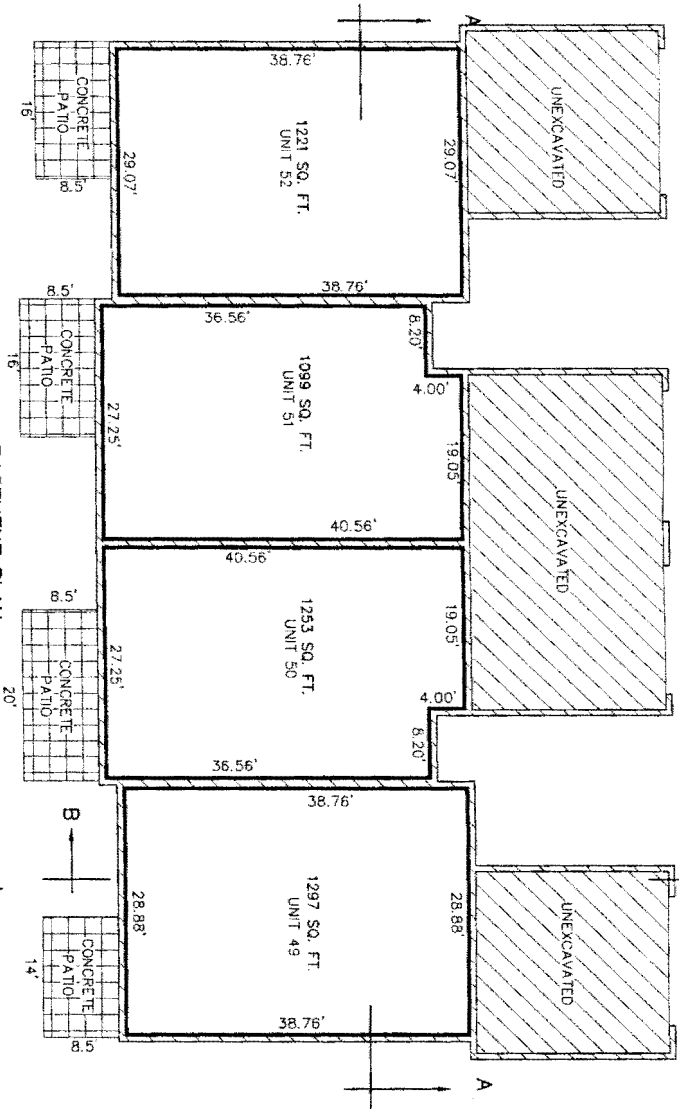


20100622-0053713
Mary Hollinrake P:65/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL

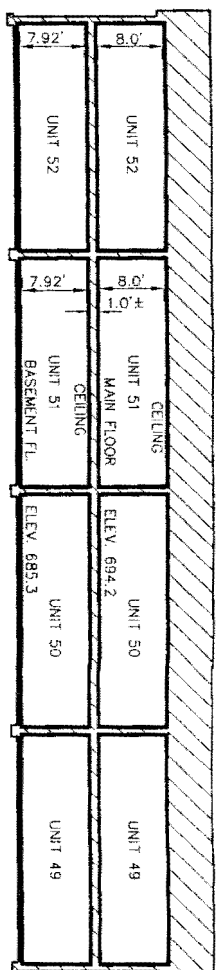
EXISTING
MAIN FLOOR PLAN



BASEMENT PLAN



SECTION B-B



SECTION A-A

MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'±

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

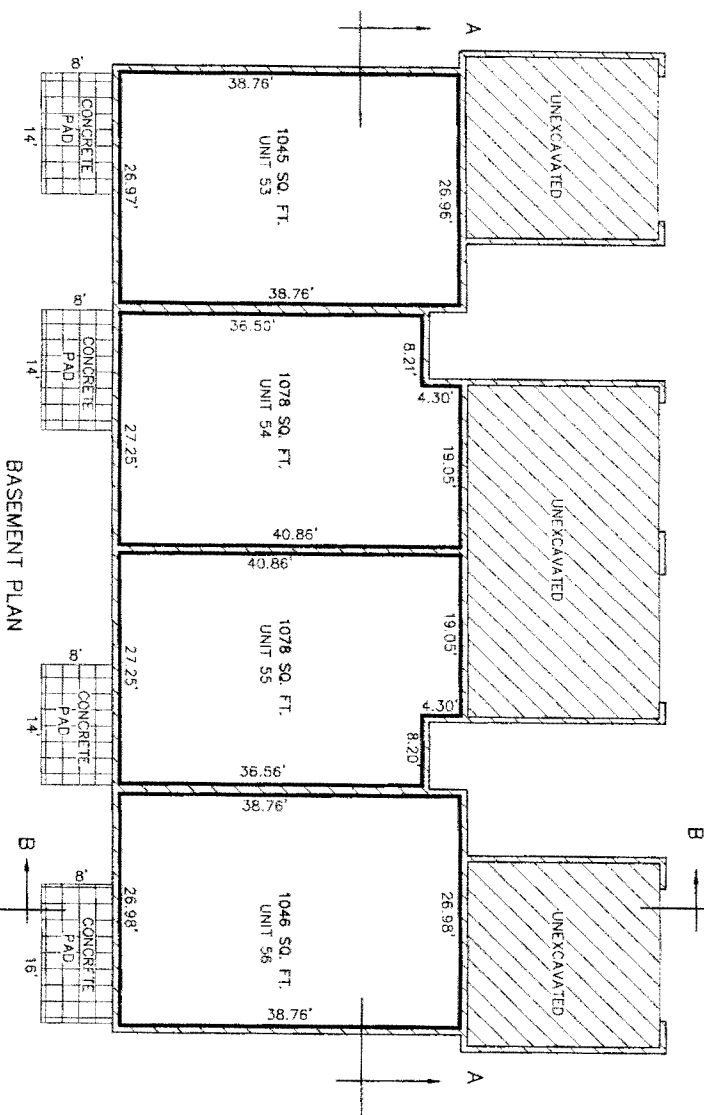


AS-BUILT AUG. 10, 2009

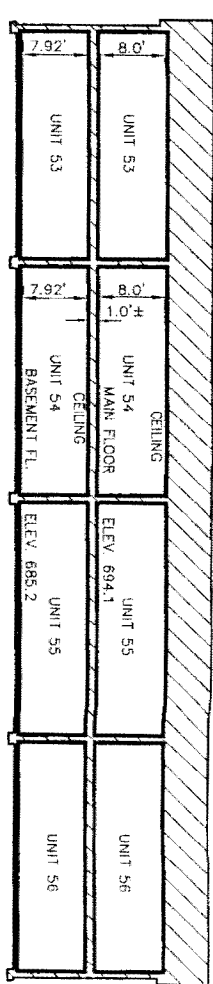


20100622-0053713

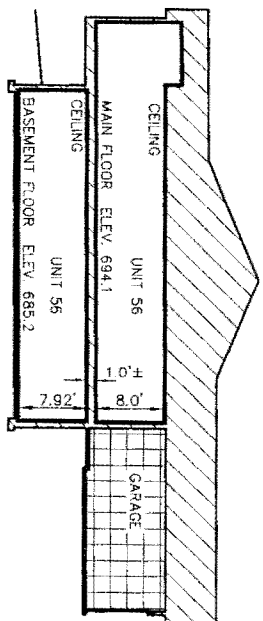
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Kent Cnty MI Rgstr 06/22/2010 SEAL



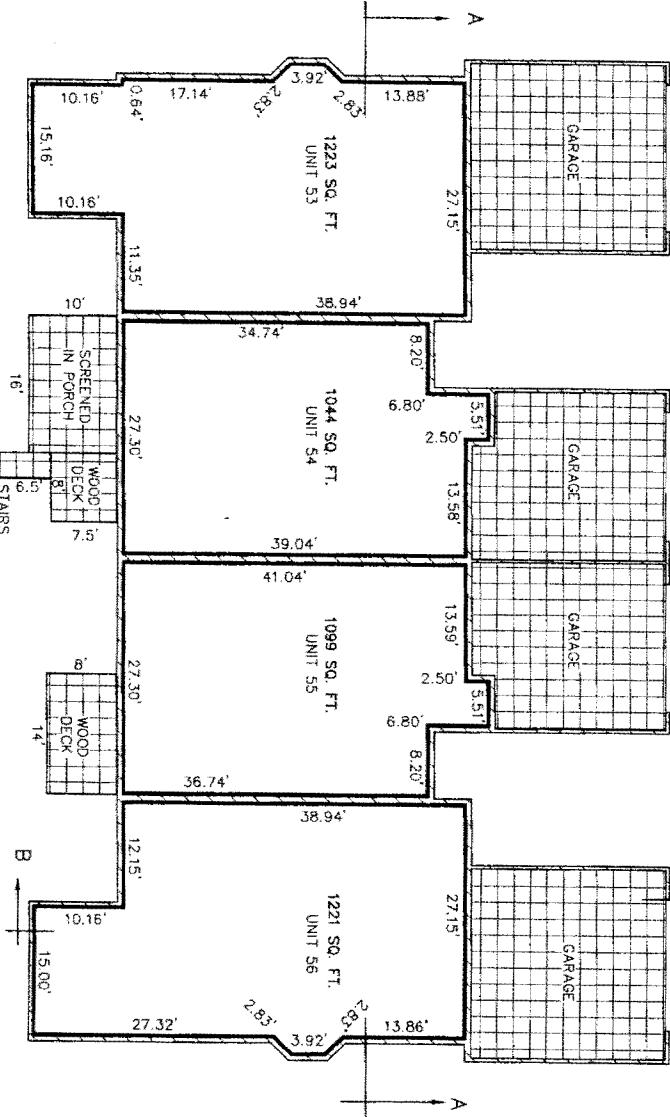
BASEMENT PLAN



SECTION A-A



SECTION B-B



EXISTING
MAIN FLOOR PLAN



SCALE

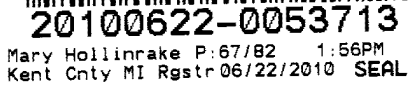
- MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
- MAIN FLOOR PARTY WALLS ARE 0.75'±
- BASEMENT WALLS ARE 0.67'±
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 15
AMBER ESTATES CONDOMINIUMS

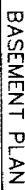
EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 19

AS-BUILT AUG. 10, 2009

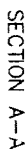
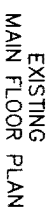




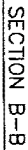
Mary Hollinrake P:67/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



BASEMENT PLAN



SECTION A-A



SECTION B-B



SCALE

OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

LIMITS OF OWNERSHIP

 = GENERAL COMMON ELEMENT

 = LIMITED COMMON ELEMENT

MAIN FLOOR EXTERIOR WALLS ARE 0.67
 MAIN FLOOR PARTY WALLS ARE 0.75 ±
 BASEMENT WALLS ARE 0.67

BUILDING 16

AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 20

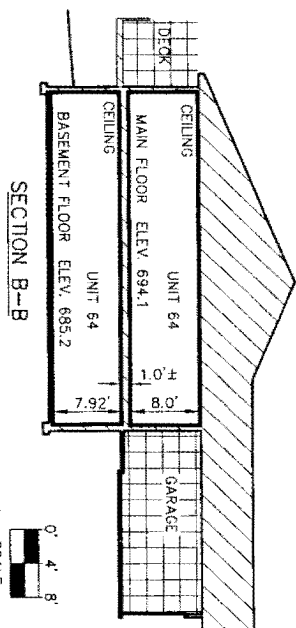
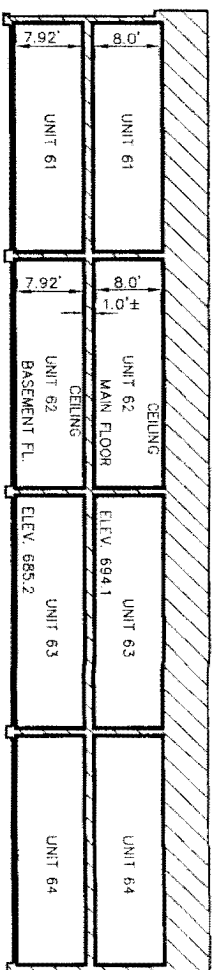
AS-BUILT AUG. 10, 2009





20100622-0053713

Mary Hollinrake P:68/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MAIN FLOOR EXTERIOR WALLS ARE 0.6"±
MAIN FLOOR PARTY WALLS ARE 0.75"±
BASEMENT WALLS ARE 0.67"±

LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

BUILDING 17
AMBER ESTATES CONDOMINIUMS
EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 21

AS-BUILT AUG. 10, 2009



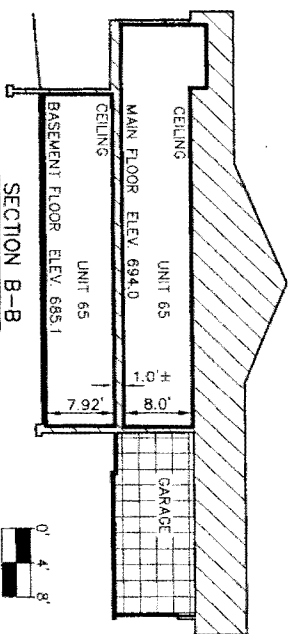


20100622-0053713
Mary Hollinrake P:69/82 1:56PM
Kent Only MI Rgstr 06/22/2010 SEAL

EXISTING
MAIN FLOOR PLAN



BASEMENT PLAN



SECTION B-B



MAIN FLOOR EXTERIOR WALLS ARE 0.67±
MAIN FLOOR PARTY WALLS ARE 0.75±
BASEMENT WALLS ARE 0.67

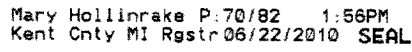
— = GENERAL COMMON ELEMENT
— = LIMITED COMMON ELEMENT
— LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 18
AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 22

AS-BUILT AUG. 10, 2009





BASEMENT PLAN

MAIN FLOOR PLAN

SECTION A--A



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

~~AS-BUILT~~ AUG. 10, 2009

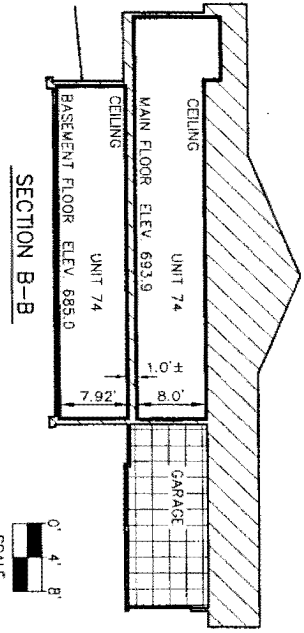
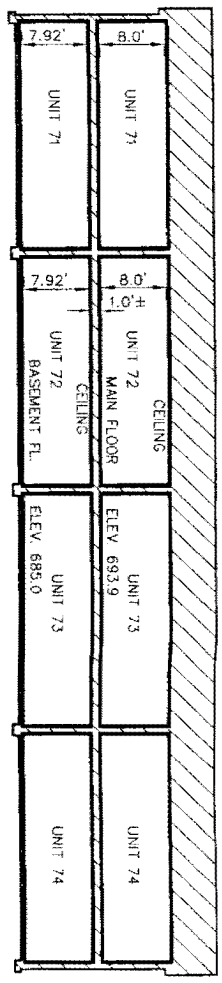
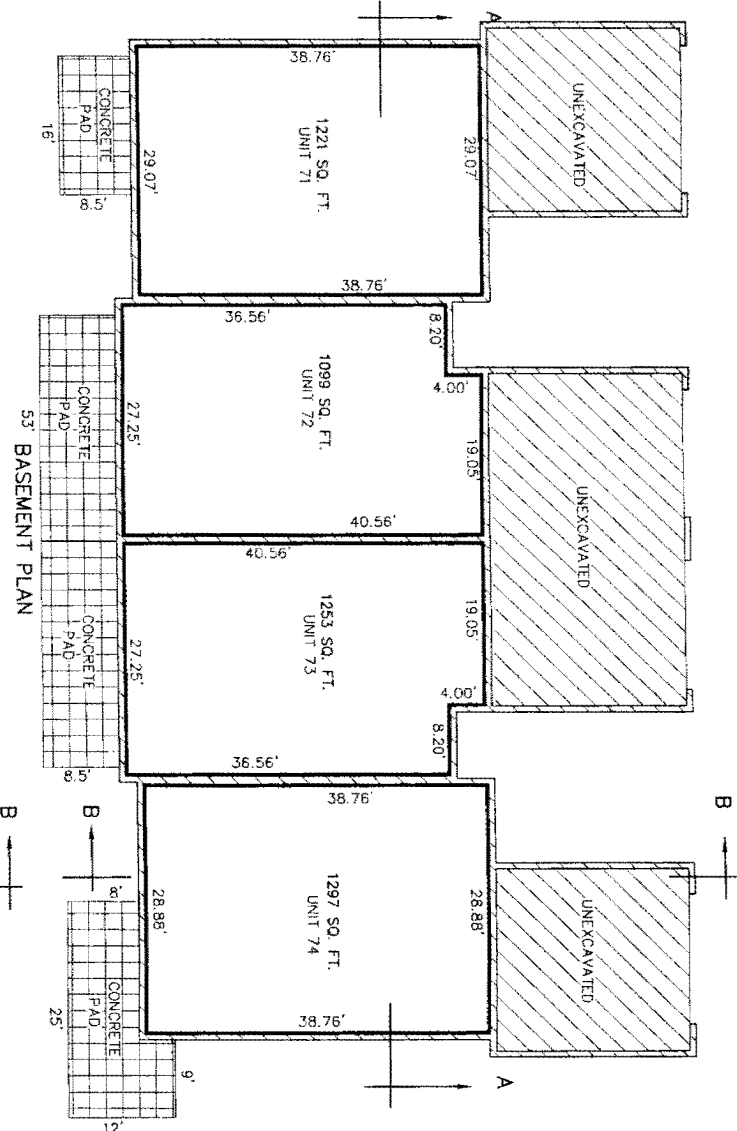
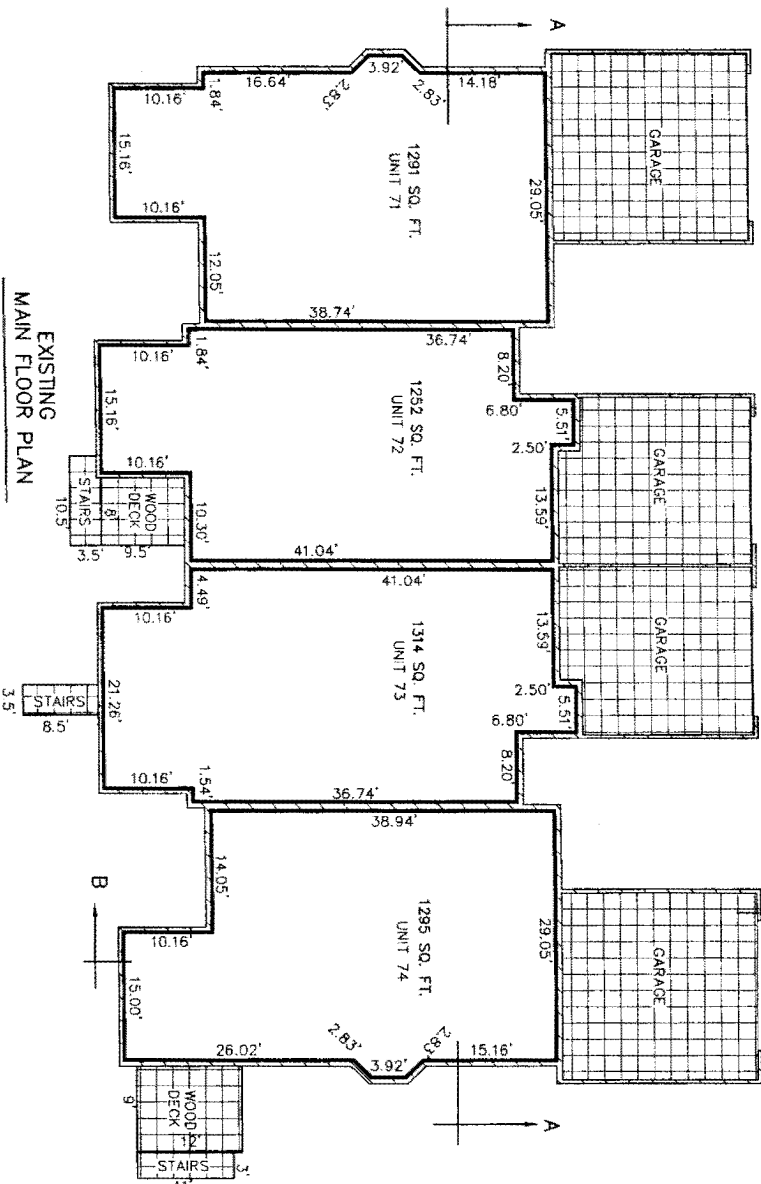
BUILDING 19

AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 23

20100622-0053713

Mary Hollinrake P:71/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



MAIN FLOOR EXTERIOR WALLS ARE 0.67±
MAIN FLOOR PARTY WALLS ARE 0.75±
BASEMENT WALLS ARE 0.67

LEGEND:

- [Hatched Box] = GENERAL COMMON ELEMENT
- [Grid Box] = LIMITED COMMON ELEMENT
- [Dashed Line] = LIMITS OF OWNERSHIP
- [Solid Line] = OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 20
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 24

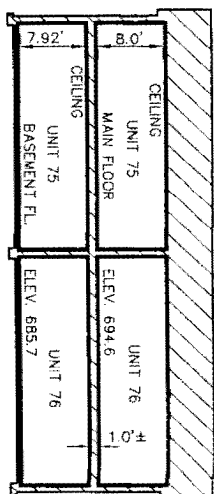
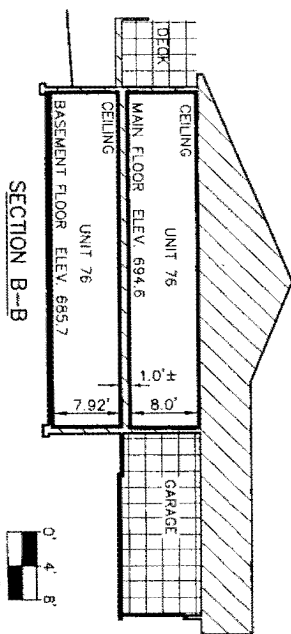
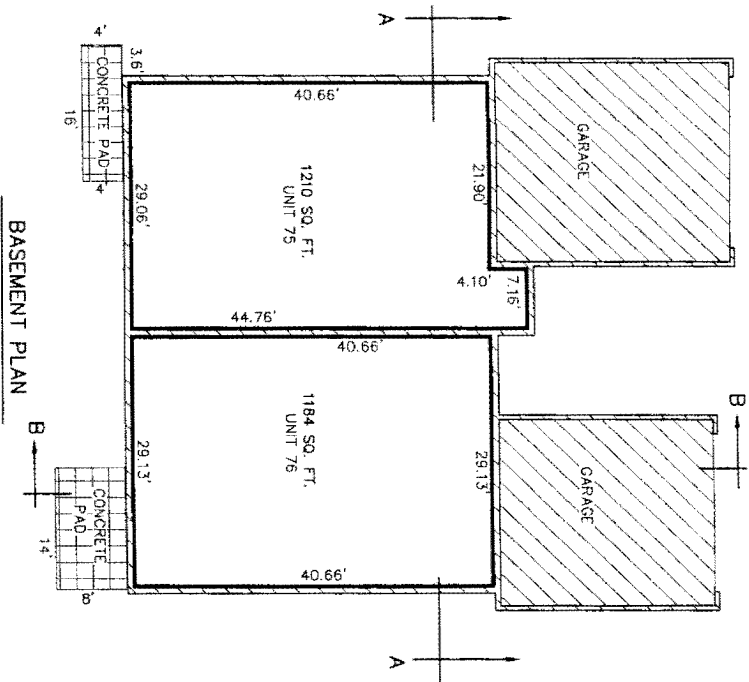
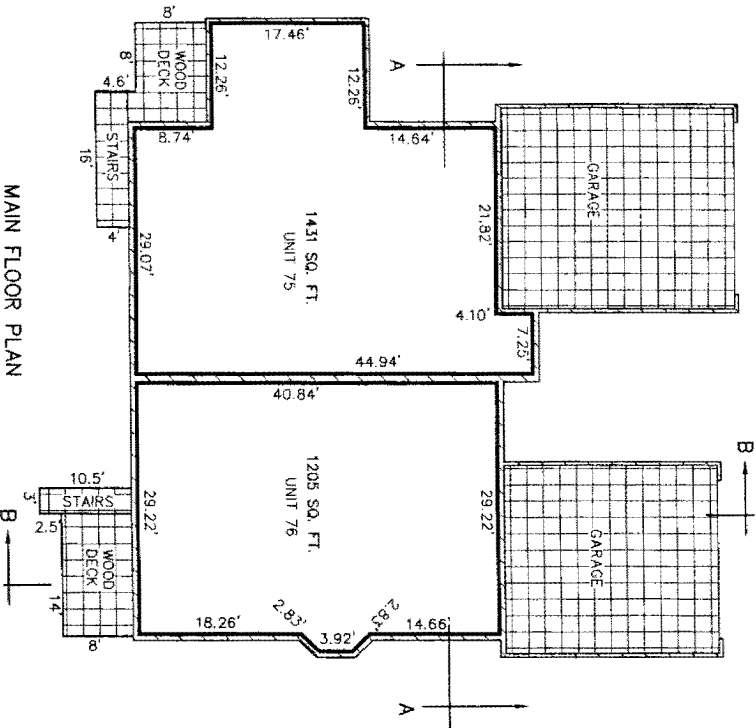
AS-BUILT AUG. 10, 2009





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Mary Hollinrake P: 72/82 1:56PM
Kent Only MI Rgstr 06/22/2010 SEAL



MAIN FLOOR EXTERIOR WALLS ARE 0.6' ±
MAIN FLOOR PARTY WALLS ARE 0.75' ±
BASEMENT WALLS ARE 0.67'

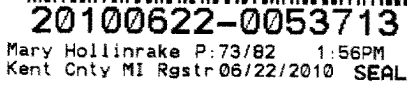
== GENERAL COMMON ELEMENT

== LIMITED COMMON ELEMENT

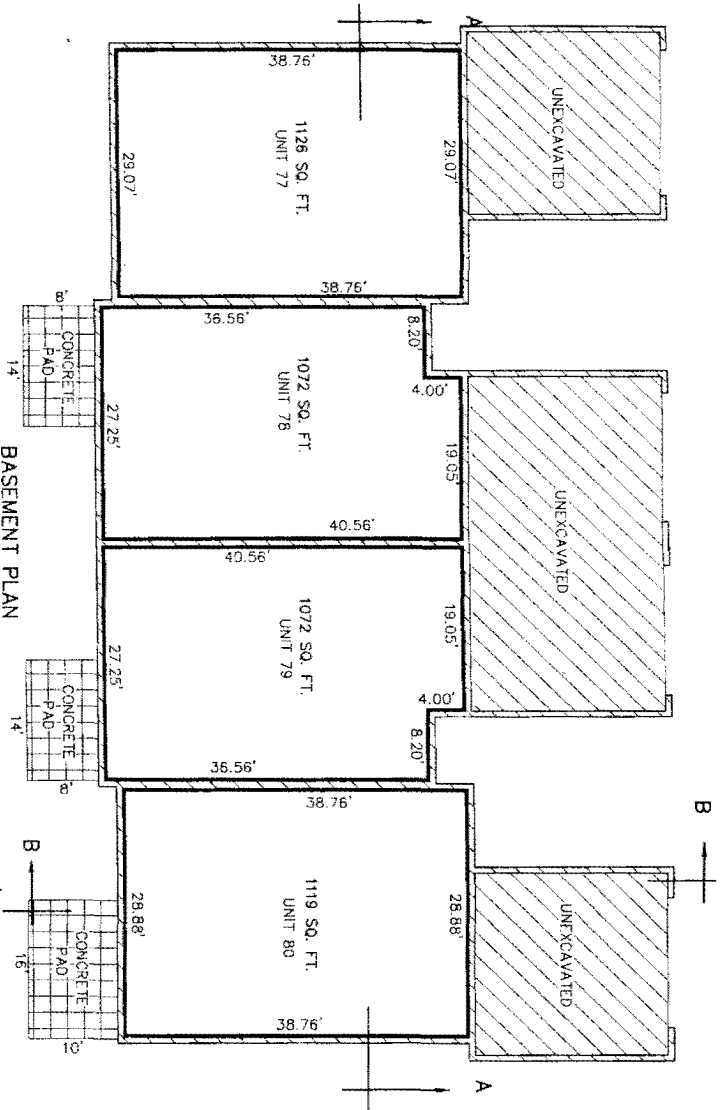
LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

AS-BUILT AUG. 10, 2009

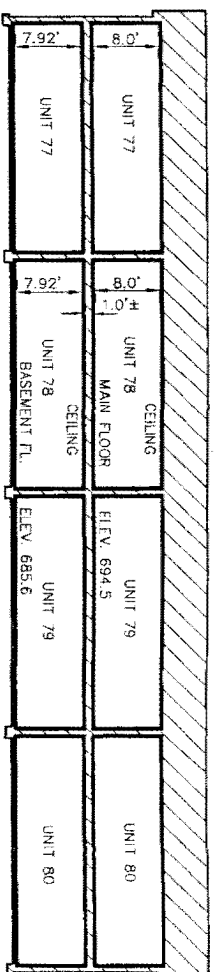


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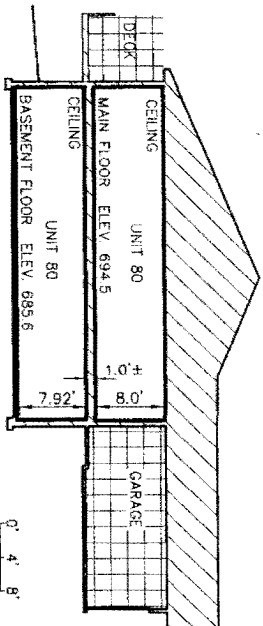
BASEMENT PLAN



SECTION A-A



SECTION B-B



A horizontal scale bar with three segments. The first segment is labeled '0'', the second '4'', and the third '8''. The segments alternate in color: white, black, white, black, white.

MAIN FLOOR EXTERIOR WALLS ARE 0.6 ±
 MAIN FLOOR PARTY WALLS ARE 0.75 ±
 BASEMENT WALLS ARE 0.67

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP
 OWNERSHIP LINES ARE AT RIGHT ANGLES TO
 EACH OTHER UNLESS OTHERWISE NOTED


 = GENERAL COMMON ELEMENT


 = LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

EXISTING
MAIN FLOOR PLAN

BUILDING 22
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

AS-BUILT AUG. 10, 2009

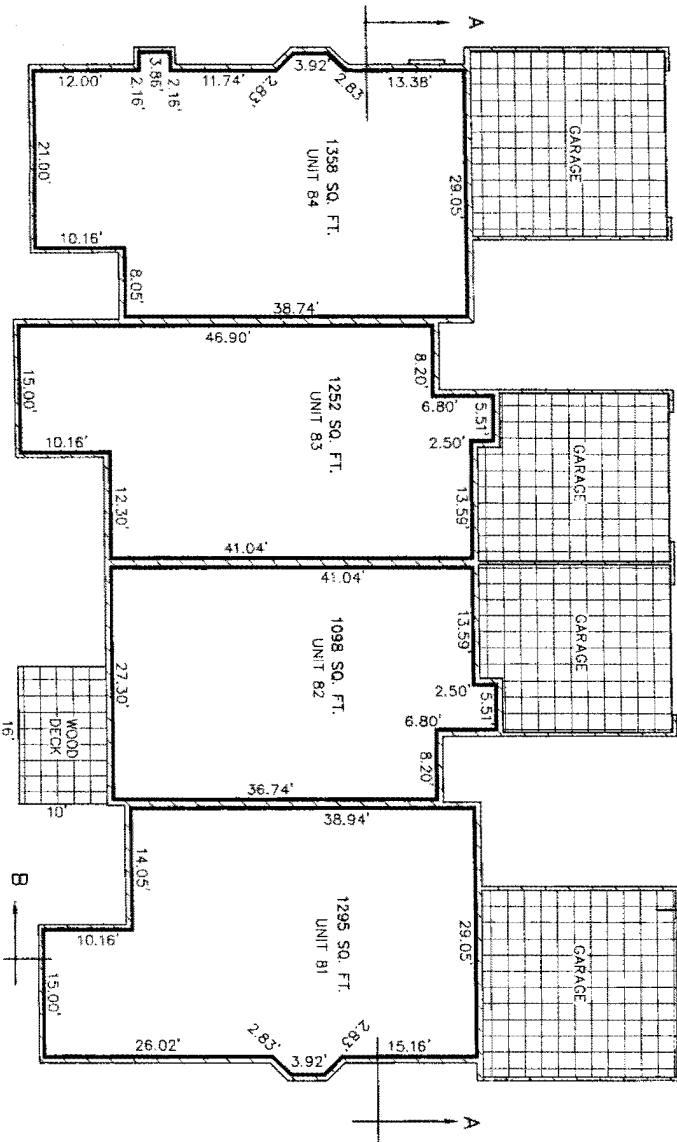




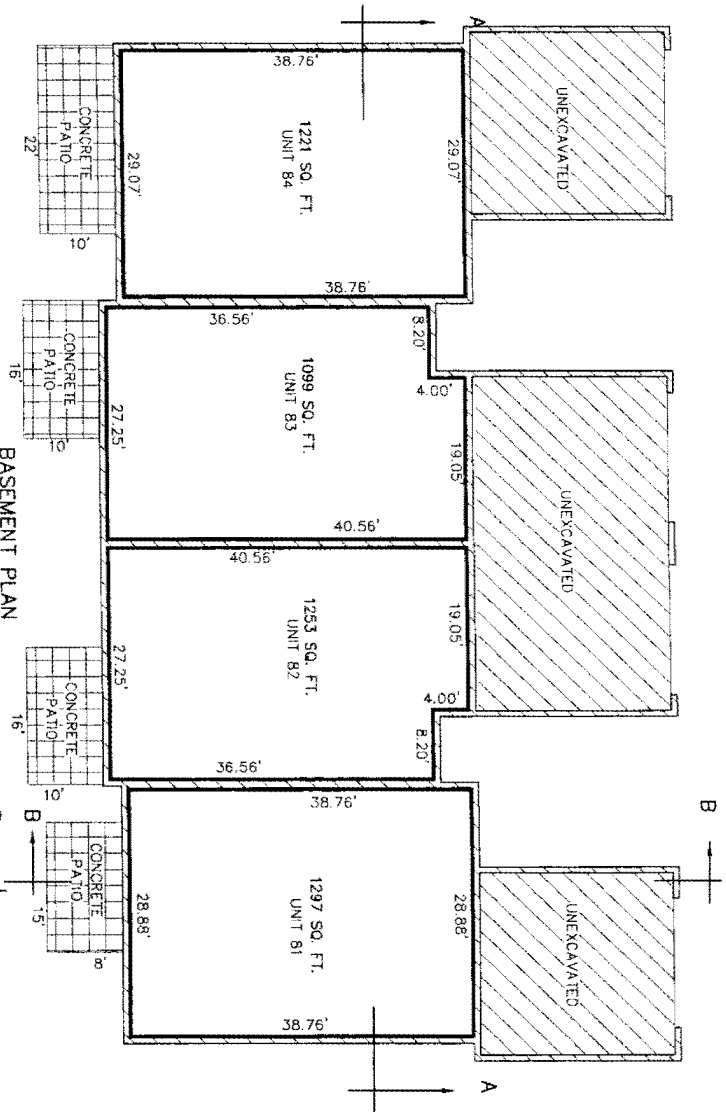
20100622-0053713

Mary Hollinrake P:74/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL

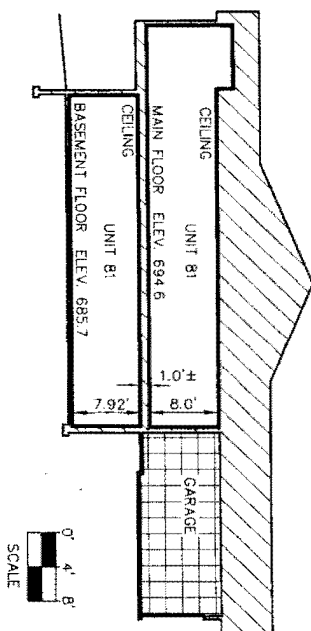
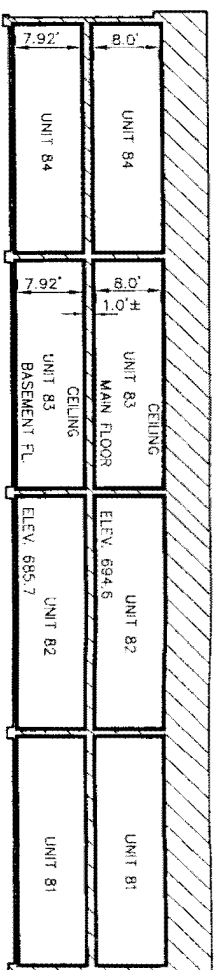
EXISTING
MAIN FLOOR PLAN



BASEMENT PLAN



SECTION A-A



0' 4' 8'
SCALE

MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'
LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT



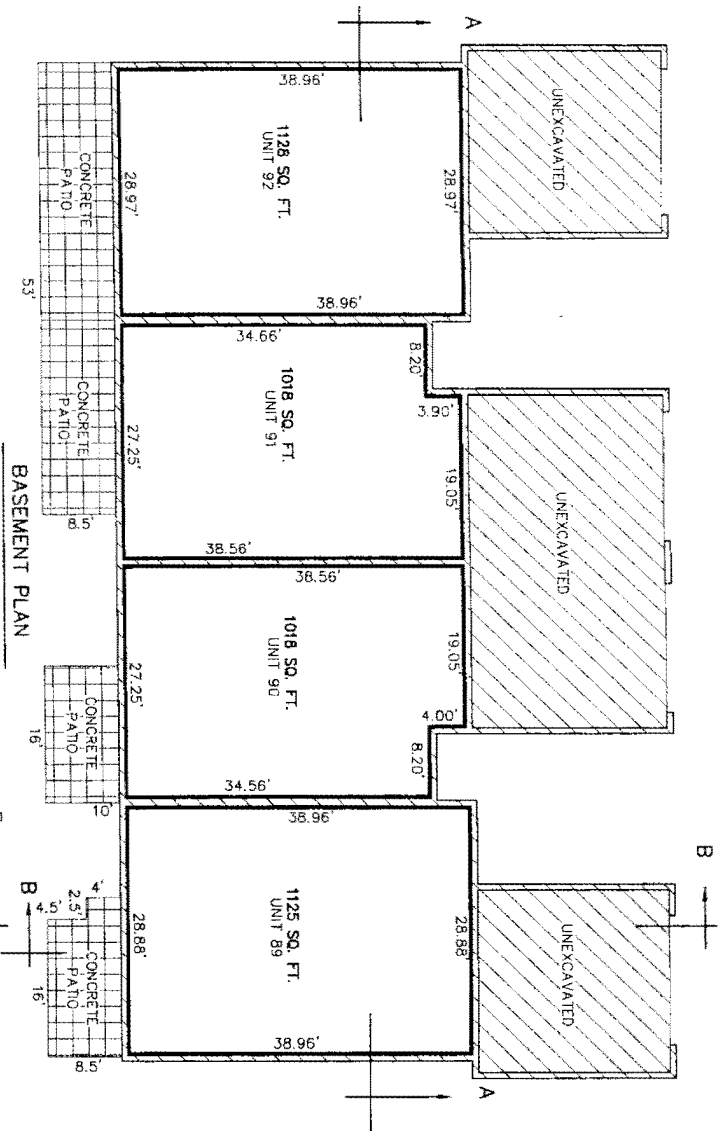
AS-BUILT AUG. 10, 2009

BUILDING 23
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

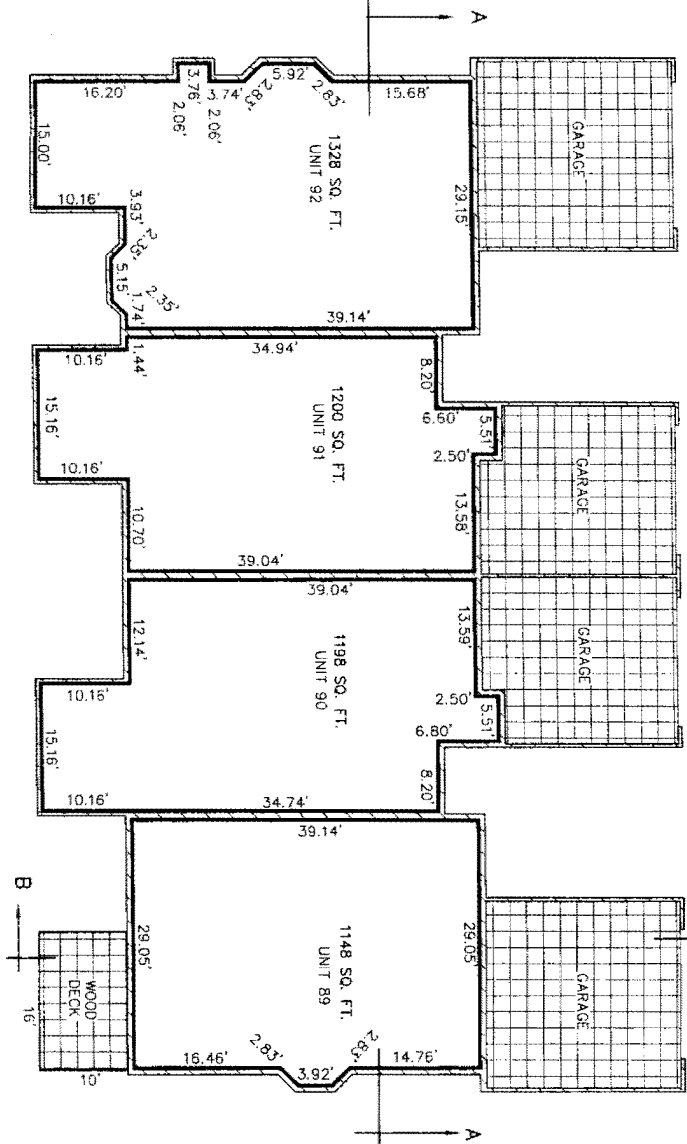


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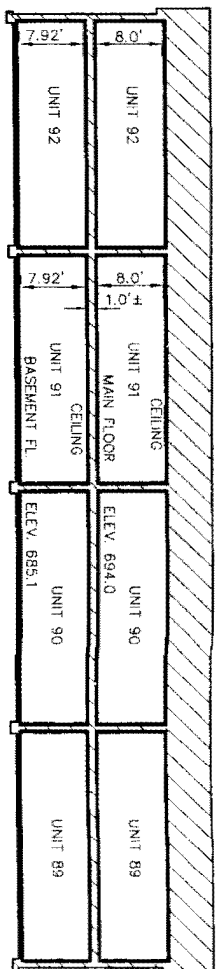
Mary Hollinrake P:75/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



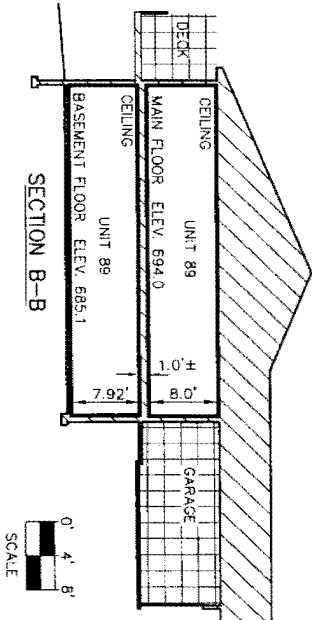
BASEMENT PLAN



EXISTING
MAIN FLOOR PLAN



SECTION A-A



SECTION B-B

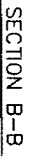
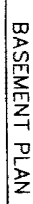
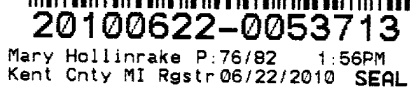


MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'
LIMITS OF OWNERSHIP
= GENERAL COMMON ELEMENT
= LIMITED COMMON ELEMENT
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

BUILDING 25
AMBER ESTATES CONDOMINIUMS
EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 28

AS-BUILT AUG. 10, 2009





MAIN FLOOR EXTERIOR WALLS ARE 0.6 ±
MAIN FLOOR PARTY WALLS ARE 0.75 ±
BASEMENT WALLS ARE 0.67

 = GENERAL COMMON ELEMENT

 = LIMITED COMMON ELEMENT

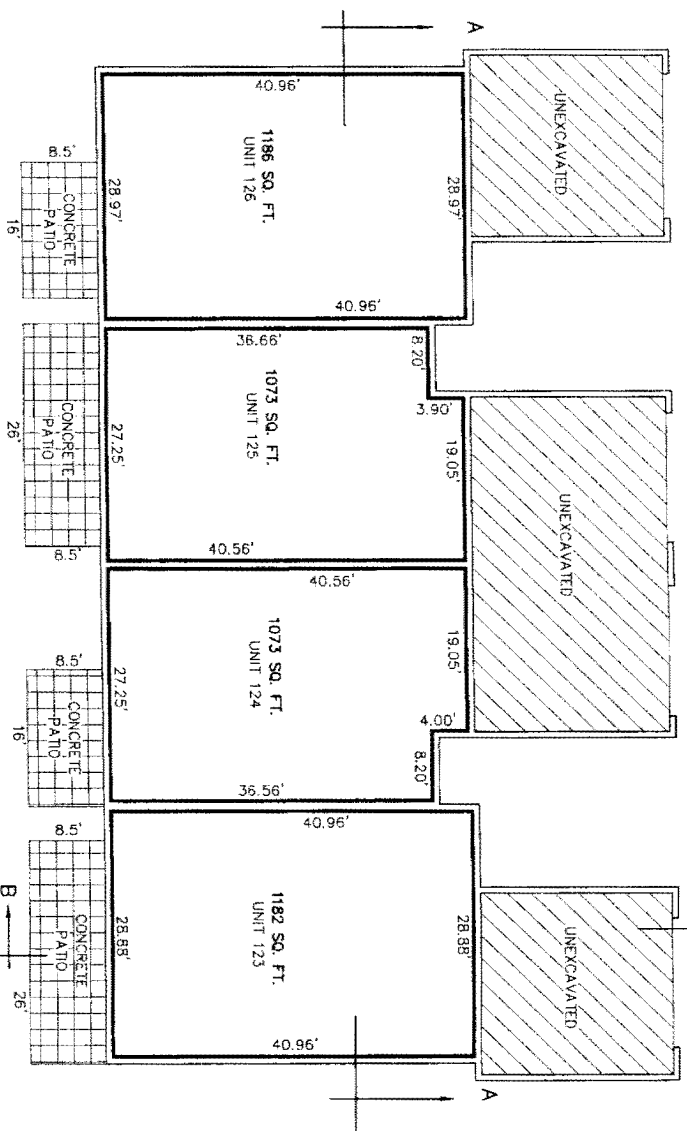
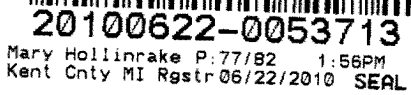
————— LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

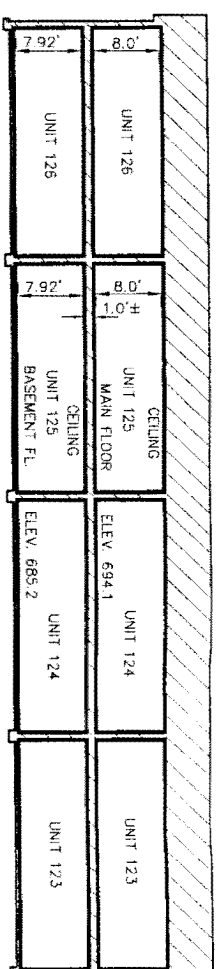
BUILDING 27
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 29

AS-BUILT AUG. 10, 2009

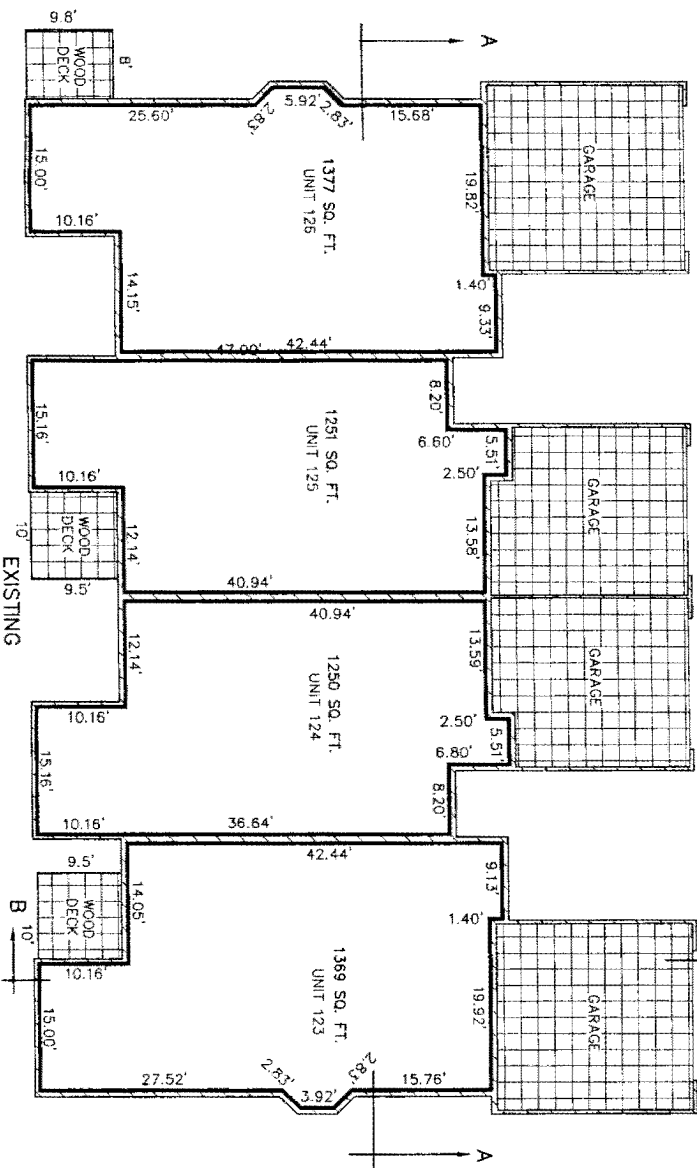




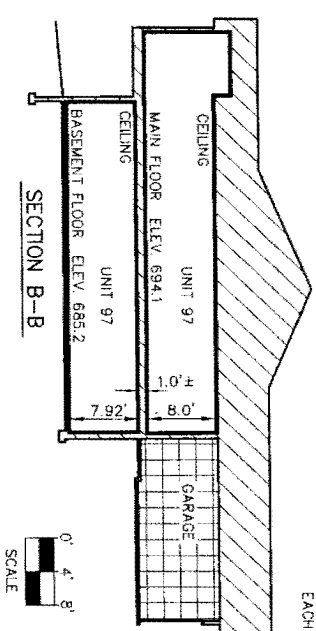
BASEMENT PLAN



SECTION A--A



10' EXISTING
MAIN FLOOR PLAN



SECTION B--B



 = GENERAL, COMMON ELEMENT

 = LIMITED COMMON ELEMENT

_____ LIMITS OF OWNERSHIP

OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

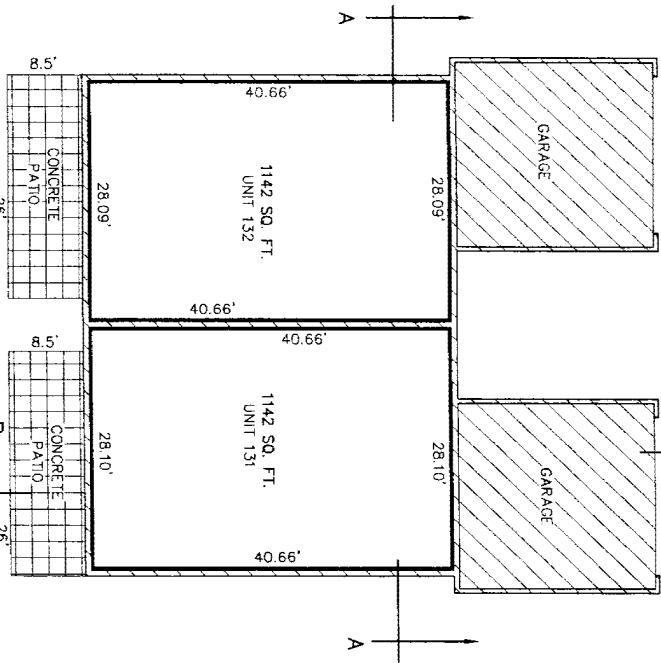
**BUILDING 29
AMBER ESTATES CONDOMINIUMS
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND R.**

AS-BUILT AUG. 10, 2009

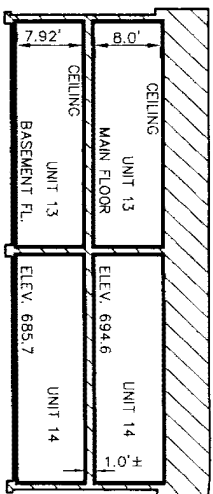




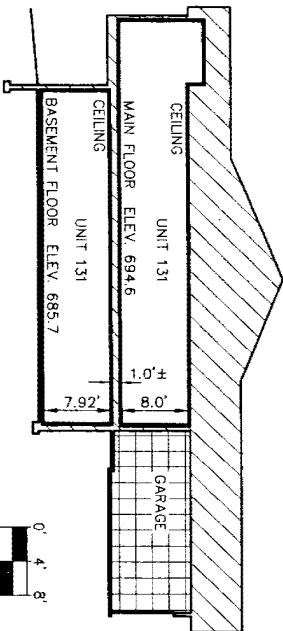
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Mary Hollinrake P:78/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



BASMENT PLAN

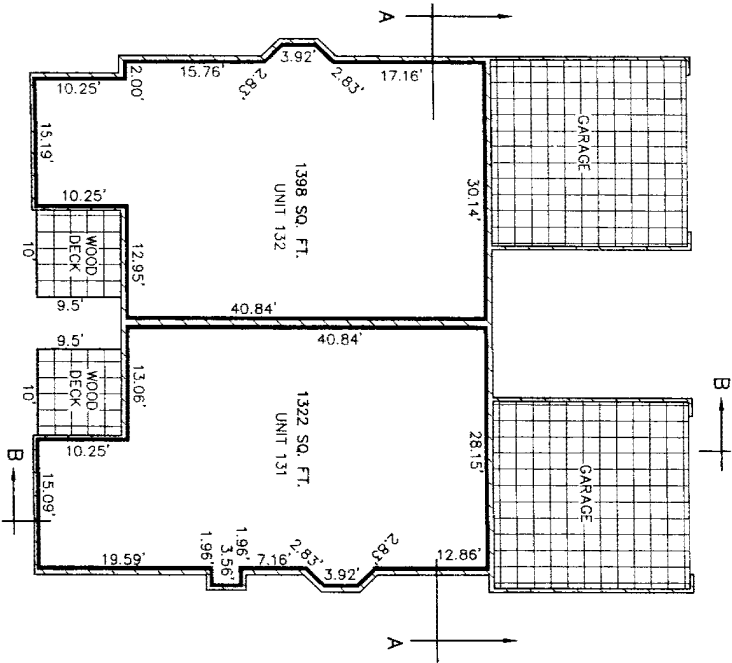


SECTION A-A



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.6'±

LEGEND:
[Hatched Box] = GENERAL COMMON ELEMENT
[Grid Box] = LIMITED COMMON ELEMENT
[Line] = LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



MAIN FLOOR PLAN

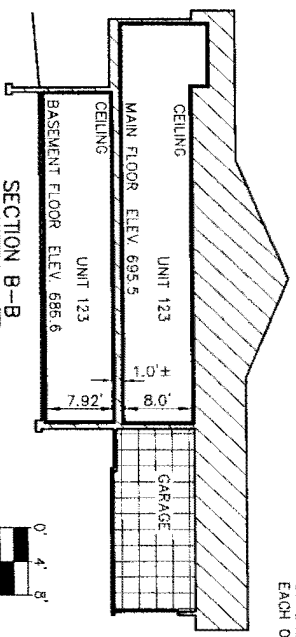
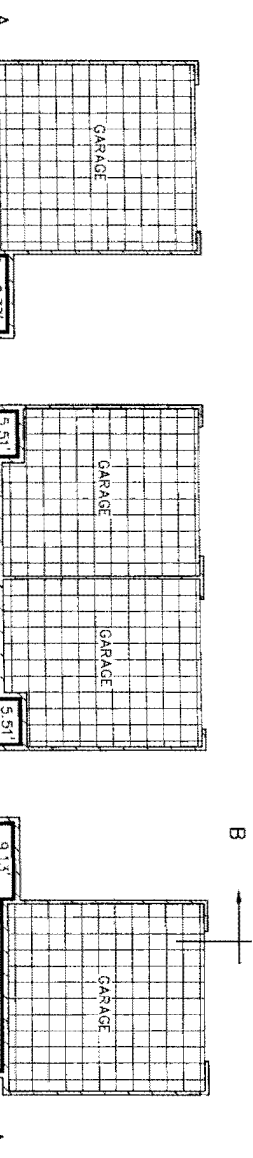
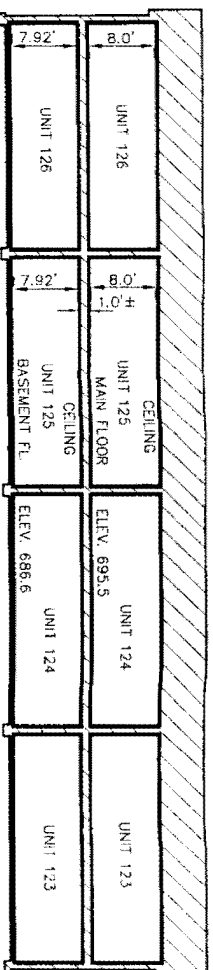
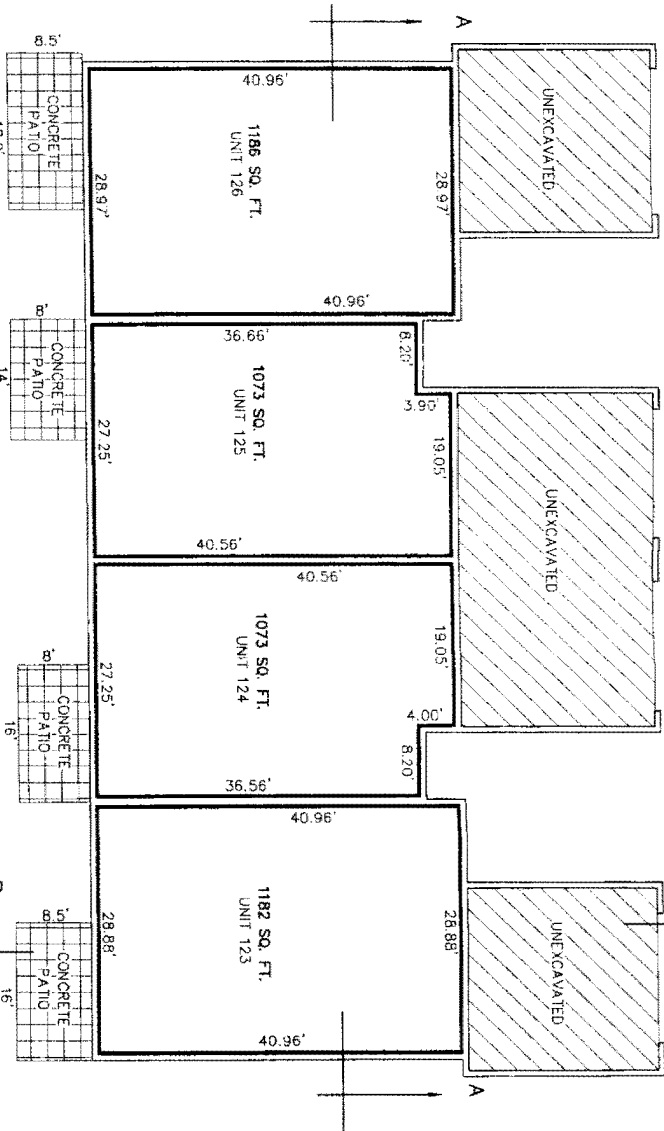
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Kent Cnty MI Rgstr 06/22/2010 SEAL

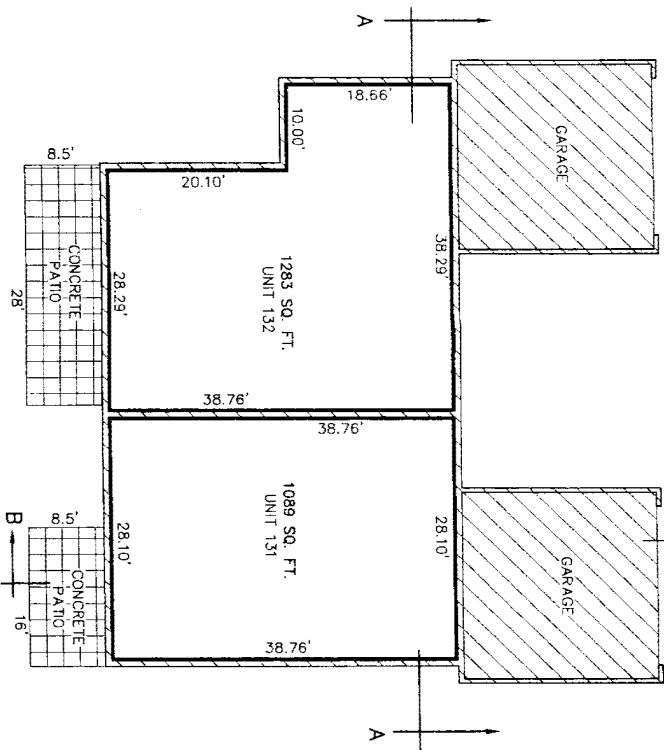
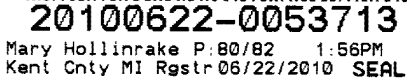


MAIN FLOOR EXTERIOR WALLS ARE 0.6'-4"
MAIN FLOOR PARTY WALLS ARE 0.75'-4"
BASEMENT WALLS ARE 0.67'

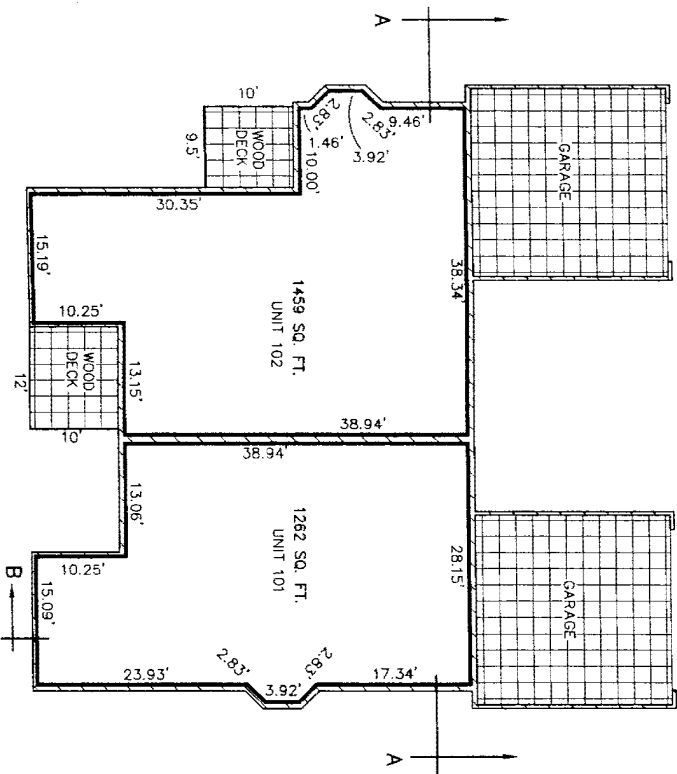
LEGEND:
[Hatched Box] = GENERAL COMMON ELEMENT
[Grid Box] = LIMITED COMMON ELEMENT
[Line] = LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED



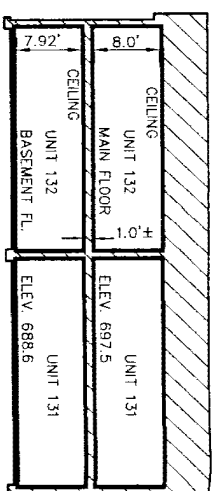
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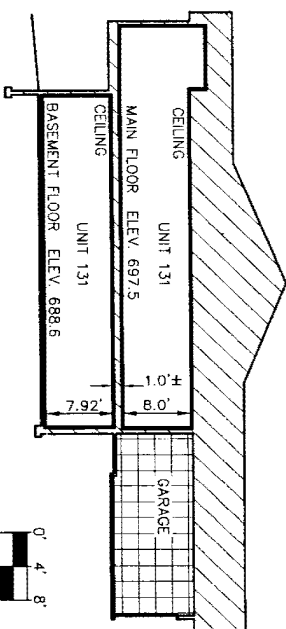
BASEMENT PLAN



MAIN FLOOR PLAN



SECTION A-A



A horizontal scale bar with three segments. The first segment is labeled '0', the second '4', and the third '8'. The segments are black, white, and black respectively.

MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'

LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED


 = GENERAL, COMMON ELEMENT


 = LIMITED COMMON ELEMENT



AS-BUILT AUG. 10, 2009

BUILDING 41

AMBER ESTATES CONDOMINIUMS

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 33

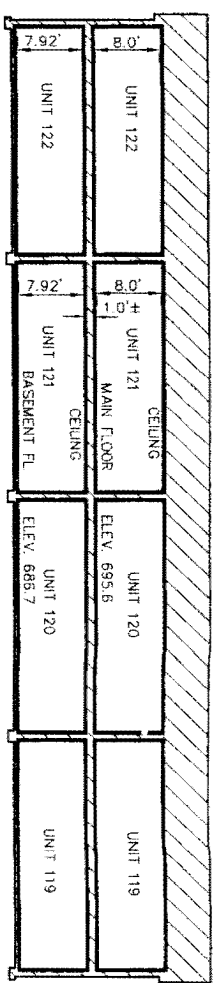


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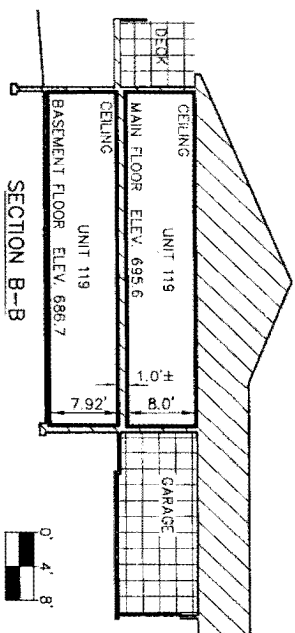
Mary Hollinrake P:81/82 1:56PM
Kent Cnty MI Rgstr 06/22/2010 SEAL



EXISTING
MAIN FLOOR PLAN



SECTION A-A



SECTION B-B



MAIN FLOOR EXTERIOR WALLS ARE 0.6'±
MAIN FLOOR PARTY WALLS ARE 0.75'±
BASEMENT WALLS ARE 0.67'±

— = LIMITED COMMON ELEMENT
— = GENERAL COMMON ELEMENT

— LIMITS OF OWNERSHIP
OWNERSHIP LINES ARE AT RIGHT ANGLES TO
EACH OTHER UNLESS OTHERWISE NOTED

AS-BUILT AUG. 10, 2009

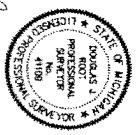


EXHIBIT C

AFFIDAVIT OF MAILING

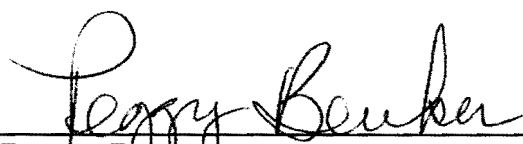
STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I, Peggy Beuker, being duly sworn, depose and say that:

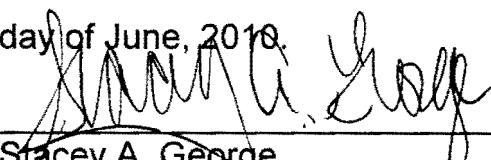
1. I am employed by the law firm of Charron & Hanisch, P.L.C., and act as Assistant to David W. Charron, attorney for the developer of the Amber Estates Condominium Project.

2. On June 10, 2010, notices were sent to all co-owners of record in the Amber Estates Condominium Project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Developer of the Project. Such notices were sent by first class mail, postage fully prepaid.

Further deponent sayeth not.


Peggy Beuker

Subscribed and sworn to me this 10th day of June, 2010.

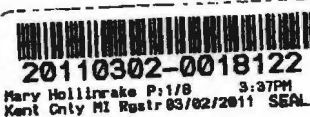

Stacey A. George
Notary Public, Kent County, MI
Acting in and For Kent County, MI
My commission expires: 10/06/14

8/9/0

RECD KENT COUNTY, MI ROD

2011 FEB 28 AM 9: 00

RECD KENT COUNTY, MI ROD
2011 FEB 21 AM 9: 02



FIRST AMENDMENT TO CONSOLIDATING MASTER DEED OF

AMBER ESTATES CONDOMINIUMS

(ALSO KNOWN AS REFLECTION LAKE CONDOMINIUMS)

(Act 59, Public Acts of 1978 as amended)

Amendment No. 1 to Consolidating Master Deed of Amber Estates Condominium, Kent County
Subdivision Plan No. 600

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

Re-recorded following notification to co-owners.

Prepared By and After Recording Return To:
James F. Scales
Mika Meyers Beckett & Jones PLC
900 Monroe Avenue, N.W.
Grand Rapids, Michigan 49503

{00627156 1 }



RECD KENT COUNTY, MI ROD

2011 FEB 28 AM 9:00

**FIRST AMENDMENT TO THE CONSOLIDATING MASTER DEED
AND CONDOMINIUM BY-LAWS**

OF

AMBER ESTATES CONDOMINIUMS

The following Amendment amends the Consolidating Master Deed of Amber Estates Condominiums, and Exhibit A thereto, the Condominium By-Laws, recorded June 22, 2010 at Instrument No. 20100622-0053713 in the Kent County Records (the "Consolidating Master Deed" and "Condominium By-Laws"), following due approval by the Board of Directors of the Condominium Association and notice to the co-owners of the project as provided by the Master Deed and Michigan Condominium Act, Act 59 of the Public Acts of 1978 as amended.

The Consolidating Master Deed and Condominium By-Laws are hereby amended as follows:

1. Section 1.3 is added to the Consolidating Master Deed, to read as follows:

Section 1.3. Assumed Name for Condominium. Effective upon recording of the Fifth Amendment to Master Deed on March 15, 2010, the Condominium shall be and continue to be known publicly by the name "Reflection Lake Condominiums", for purposes such as signage, newsletters, and general reference. All references to "Amber Estates" or "Amber Estates Condominiums" in the Condominium Master Deed, Bylaws, and all amendments thereto, shall mean the same as "Reflection Lake" or "Reflection Lake Condominiums". For purposes of conveyance, financing, public records, and similar purposes, the legal name of the Condominium shall remain "Amber Estates Condominiums", and any instrument or record now existing or hereinafter made may use either the name "Amber Estates Condominiums" or "Reflection Lake Condominiums" with reference to any unit or common element within the Condominium.

2. Article VIII "MISCELLANEOUS PROVISIONS" of the Consolidating Master Deed is hereby deleted in its entirety and replaced with the following:

ARTICLE VIII

FORMER EXPANSION/CONTRACTION AREAS

8.1 Areas Withdrawn From Condominium. As originally established by Master Deed recorded October 21, 2002, at Liber 6337, Page 894 in the Office of the Kent County Register of Deeds, the Developer reserved to itself certain rights to expand and contract the Condominium. In accordance with the terms of the original Master Deed and the Act and upon recording the Fourth Amendment to the Master Deed on October 20, 2010, at instrument number 20081020-0092582, no further expansion or contraction of the boundaries of this Condominium may take place, and provisions for expansion or withdrawal of lands are not included in the Consolidating Master Deed. Notice is given of restrictions on use of the Future Development Area in Section 6.2 of the original Master Deed as follows: "No Unit may be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use."

With respect to areas withdrawn from the Condominium, reference is made to Section 7.3 of the original Master Deed as follows: "Any development on the withdrawn lands will, however, be residential in character or at least not detrimental to the adjoining residential development."

3. The following section is added to Article IV of the Condominium By-Laws:

4.2A Limitation on Powers of Board. Notwithstanding anything to the contrary in these Condominium Documents, the Board shall not have the authority to grant any easement, license or similar right to use of Condominium common elements to residents of any adjoining or other development, or to any other persons who are not co-owners of this Condominium, nor transfer any of the functions and responsibilities of this Board to the governing board of another condominium or homeowners association, or to a consolidated or combined governing board responsible for any other condominium or other development, without the approving vote of eighty percent (80%) of the co-owners of this Condominium.

Provided, however, until the following requirements have been determined by the Board of Directors of this Condominium to have been met, the matter shall not be submitted to a vote:

- (a) All phases of the adjacent development have been fully developed, which in the case of the lands originally within this Condominium or areas designed for expansion of this Condominium, means all sixty-four (64) such units shall be included within the Condominium and completed



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Mary Hollinrake P:4/8 3:37PM
Kent Only MI Regstr 03/02/2011 SEAL

residential units constructed thereon and occupied, or certificates of occupancy issued therefore.

(b) At least ninety percent (90%) of the completed units shall be owned by persons other than the developer.

(c) The adjacent development shall be under the control of non-developer co-owners to the extent to which the developer is no longer permitted to appoint a director to the Board of Directors of that development.

(d) Any proposed arrangement shall be first approved by at least eighty percent (80%) of the owners of the units in the adjacent development, not counting units which are owned by the developer.

(e) The adjacent development shall be entirely residential in character, and shall not include any commercial or non-residential uses. Not more than ten percent (10%) of the units in the adjacent development shall be leased to non-owners.

For purposes of this paragraph, the "adjoining development" means all or any part of lands which were originally within this Condominium or the expansion area therefore as designated by the original Master Deed for this Condominium. The term shall also include any other development which is a Condominium or which is subject to governance by a homeowners association, whether or not it is directly contiguous with or adjacent to this Condominium.

For purposes of this paragraph, the term "developer" includes that term as defined in the Michigan Condominium Act, and the Condominium Documents for an adjacent development which is a Condominium, and if the adjacent development is not a Condominium, then in general the person or entity which was responsible for building the infrastructure and buildings which are part of the development. The term shall also include any person who owns an interest in the developer, whether as shareholder, member, partner or otherwise, and any entity in which the developer owns an interest as a shareholder, member, partner or otherwise.

4. Section 4.3 of the Condominium By-Laws is hereby deleted, and the following inserted in its place:

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 co-owners and their mortgagees during reasonable working hours. The Association shall also prepare and distribute a



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Kent Only HI Registr 03/02/2011 SEAL

financial statement to each co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed or audited annually as soon as possible after the beginning of the following year by qualified independent accountants or auditors. The cost of review or audit shall be an expense of the administration. Audits need not be certified.

5. Section 4.7 of the Condominium By-Laws is deleted and replaced with the following:

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. Notwithstanding anything in these Bylaws or the Bylaws of the Association, members of the Board of Directors and officers shall not receive compensation for their services as Director or Officer during such times as a managing agent or management company is employed.

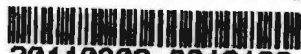
6. Sub-section 7.3(a) of the Condominium By-Laws is deleted and the following inserted in its place:

(a) Occupancy Limits. The maximum number of permanent occupants and residents of a unit shall be two (2) occupants or residents for each bedroom in that unit, without the express prior written approval of the Association. If this restriction is exceeded by a family and occupancy of a unit resulting from the birth or adoption of a child, or marriage or re-marriage of a family member, this restriction shall be suspended as to such family for a period of one (1) year to provide the family with a reasonable time in which to comply with the restriction or dispose of the unit. For these purposes, a "bedroom" shall mean a room which is enclosed by four walls and a door or doors, and which complies with all building code and similar requirements for sleeping quarters.

7. Sub-section 7.3(i) of the Condominium By-Laws is deleted and the following inserted in its place:

(i) Pets and Animals. No animal, other than one dog or one cat, with a weight of 25 pounds or less, shall be kept or maintained in any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium property and no animal may be kept or bred for commercial purposes.

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



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and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose upon the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

8. Article X of the Condominium By-Laws is amended by the deletion of Sections 10.1, 10.2, 10.3, 10.4, 10.5, and 10.6, and Section 10.9 is revised to read in its entirety as follows:

10.9 Miscellaneous:

(a) The Association shall hold title to any Condominium Unit or interest therein acquired, pursuant to this Article in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all co-owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless co-owners owning not less than sixty percent (60%) in number and in value first authorize the sale for such lesser amount.

(b) Except otherwise provided in the Master Deed or in these By-Laws, in the event of any transfer of a Condominium Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

9. In all other respects, the Consolidating Master Deed and Condominium By-Laws shall remain unchanged.



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Mary Hollinrake P:7/8 3:37PM
Kent Only MI Rgstr 03/02/2011 SEALAMBER ESTATES CONDOMINIUM
ASSOCIATIONDated: 2-13, 20 11By: Perry L. Kubizna
Perry Kubizna, PresidentSTATE OF MICHIGAN)
COUNTY OF Kent)§Acknowledged before me in Kent County, Michigan, on February 3rd,
20 11, by Perry Kubizna, President of Amber Estates Condominium Association, a Michigan
corporation, for the corporation.BETH A. WESTERBEEK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Feb 23, 2015
ACTING IN COUNTY OF KentBeth A. Westerbeck
*Beth A. Westerbeck, Notary Public
Kent County, Michigan
My Commission Expires: 2-23-2015AMBER ESTATES CONDOMINIUM
ASSOCIATIONDated: 2-13, 20 11By: Arlene Joling
Arlene Joling, SecretarySTATE OF MICHIGAN)
COUNTY OF Kent)§Acknowledged before me in Kent County, Michigan, on
February 3rd, 20 11, by Arlene Joling, Secretary of Amber Estates Condominium
Association, a Michigan corporation, for the corporation.BETH A. WESTERBEEK
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Feb 23, 2015
ACTING IN COUNTY OF KentBeth A. Westerbeck
*Beth A. Westerbeck, Notary Public
Kent County, Michigan
My Commission Expires: 2-23-2015

Drafted By and After Recording Return To:

James F. Scales
Mika Meyers Beckett & Jones PLC
900 Monroe Avenue, N.W.
Grand Rapids, Michigan 49503



20110524-0044502

Mary Hollinrake P:1/4 3:13PM
Kent Cnty MI Rgstr 05/24/2011 SEAL

**SECOND AMENDMENT TO THE CONSOLIDATING MASTER DEED AND
CONDOMINIUM BY-LAWS**

OF

AMBER ESTATES CONDOMINIUMS

(ALSO KNOWN AS REFLECTION LAKE CONDOMINIUMS)

(Act 59, Public Acts of 1978 as amended)

The following Amendment amends the Consolidating Master Deed of Amber Estates Condominiums, and Exhibit A thereto, the Condominium By-Laws, recorded June 22, 2010 at Instrument No. 20100622-0053713 in the Kent County Records (the "Consolidating Master Deed" and "Condominium By-Laws"), following due approval by the Board of Directors of the Condominium Association and notice to the co-owners of the project as provided by the Master Deed and Michigan Condominium Act, Act 59 of the Public Acts of 1978 as amended

The Consolidating Master Deed and Condominium By-Laws are hereby amended as follows:

1. A new Article XI is added to the Consolidated Master Deed, to read as follows:

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1 Relief Available. Any default by a member shall entitle the Association or another member or members to the following relief:

(a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved member or members.

(b) In any proceeding arising because of an alleged default by any member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any member be entitled to recover such attorneys' fees.

(c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against members after notice and opportunity for hearing, as provided in the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, to enter, where reasonably necessary, upon the limited or general common elements, or into any unit, and summarily remove and abate, at the expense of the violating member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2 Failure to Enforce and Action by Member. The failure of the Association or of any member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant or condition in the future. If a member brings an action against the Association to enforce the Condominium Documents or for any other reason and does not prevail, the Association, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any member be entitled to recover such attorneys' fees.

Section 3 Rights Cumulative. All rights, remedies and privileges granted to the Association or any member or members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4 Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

2. Article XI, as set forth in the Consolidating Master Deed, is changed to ARTICLE XI-A.



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Kent Cnty MI Rgstr 05/24/2011 SEAL

3. In all other respects, the Consolidating Master Deed and Condominium By-laws shall remain unchanged.

AMBER ESTATES CONDOMINIUM
ASSOCIATION

Dated April 29, 2011

By: Perry L. Kubizna
~~Perry L. Kubinza~~ PERRY L. KUBIZNA

Its: President

Dated: April 29, 2011

By: Arlene J. Joling
Arlene J. Joling

Its: Secretary

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on April 29, 2011,
by Perry L. Kubizna, President of Amber Estates Condominium Association, a Michigan
nonprofit corporation, for the Corporation.

LEE R. BAYER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OTTAWA
MY COMMISSION EXPIRES Sep 13, 2015
ACTING IN COUNTY OF Kent.

Lee R. Bayer

Notary Public, State of Michigan
County of Kent

My commission expires: September 13, 2015.





20110524-0044502

Mary Hollinrake P:4/4 3:13PM
Kent Cnty MI Rgstr 05/24/2011 SEAL

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on April 29, 2011, by
Perry L. Kubizna, President of Amber Estates Condominium Association, a Michigan nonprofit
corporation, for the Corporation.

Notary Public, State of Michigan
County of Kent

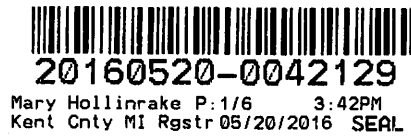
My commission expires: September 13, 2015

Drafted By and Return To;

dw
Kenneth W. Doss
Doss Law. P.C.
301 Hoover Blvd., Suite 500
Holland, MI 49423-5805
616.396.9793

LEE R. BAYER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OTTAWA
MY COMMISSION EXPIRES Sep 13, 2015
ACTING IN COUNTY OF Kent

2016 MAY 20 AM 9:03



THIRD AMENDMENT TO CONSOLIDATING MASTER DEED

OF

**AMBER ESTATES CONDOMINIUMS
a/k/a
REFLECTION LAKE CONDOMINIUMS**

(Act 59, Public Acts of 1978
as amended)

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 600

- (1) Third Amendment to Consolidating Master Deed.
- (2) Exhibit "A" to Third Amendment to Consolidating Master Deed of Amber Estates Condominiums: Affidavit of Mailing as to Notices required by Section 90(5) of the Michigan Condominium Act.
- (3) Exhibit "B" to Third Amendment to Consolidating Master Deed of Amber Estates Condominiums: Affidavit of Co-Owner Approval of Third Amendment.

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

This Third Amendment to Consolidating Master Deed Drafted By
and Return to After Recording:

EW
KENNETH W. DOSS (P12905)
DOSS LAW, PLC
301 Hoover Blvd., Suite 600
Holland, MI 49423
616-396-9793



20160520-0042129

Mary Hollinrake P:2/6 3:42PM
Kent Cnty MI Rgstr 05/20/2016 SEAL

THIRD AMENDMENT TO THE CONSOLIDATING MASTER DEED

OF

AMBER ESTATES CONDOMINIUMS

(ALSO KNOWN AS REFLECTION LAKE CONDOMINIUMS)

(Act 59, Public Acts of 1978 as amended)

This Third Amendment to the Consolidating Master Deed and Condominium By-Laws amends the Consolidating Master Deed of Amber Estates Condominiums recorded June 22, 2010 as Instrument No. 20100622-0053713, Consolidating Master Deed and recorded on June 22, 2010, as document number 20100622-0053713, Kent County, Michigan Records, as amended by First Amendment to The Consolidating Master Deed, dated 2-3-2011, and recorded on 03/03/2011, as document number 20110302-0018122, and as amended by Second Amendment to the Consolidating Master Deed and Condominium By-Laws dated April 29, 2011, and recorded on 05/24/2011 as document number 20110524-0044502 Kent County Michigan Records, following due approval by the Members of the Amber Estates Condominium Association, d/b/a Reflection Lake Condominium Association,.

The Consolidating Master Deed is hereby amended as follows:

1. **ARTICLE IV ADMINISTRATION 4.3 Books of Account** of the Condominium By-Laws is deleted and replaced by:

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts (including both general and special expenses, and receipts of administration) concerning the administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred on behalf of the Association and Members. The Members and their Mortgagees may inspect the books of account, records, and contracts at convenient times during normal working hours on normal working days at a place the Association designates. Whenever the Association has annual revenues greater than \$20,000.00 the books, records, and financial statements shall be audited or reviewed by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American institute of certified public accountants. The cost of such audit or review, and all accounting expenses, shall be an expense of administration. The Association may opt out of the requirements of an audit on an annual basis by an affirmative vote of a majority of its Members by any means permitted under the Association's bylaws. Any institutional holder of a mortgage lien on any Condominium unit who so requests shall be given a copy of the review or audit report within thirty (30) days following the receipt of the request or whenever the review or audit is completed, whichever is later. At least once a year, the Association shall prepare

and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

2. **ARTICLE VII USE AND OCCUPANCY RESTRICTIONS 7.3(a)**
Residential Use is deleted and replaced by:

7.3(a) Residential Use. No Condominium unit shall be used for other than single family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption or a functional family which means a group of two or more people, including their children and children domiciled with them, having a relationship which is functionally equivalent to a family. The relationship must be of a permanent and distinct character with a demonstrable and recognizable bond characteristic of a cohesive unit. Functional family does not include a group of individuals where the common living arrangement or basis for the establishment of the housekeeping unit is temporary. The definition of family shall not be construed in a manner that is discriminatory on the basis of familial status or marital status, as defined by the Fair Housing Act and the Elliott-Larsen Civil Rights Act. The Keating Memorandum standards, as set forth in Federal Register/Vol. 63, No. 245, as may be amended, shall be used to establish occupancy standards. Excepted from these restrictions are family members requiring in-home care for medical or age reasons and who submit appropriate medical information to the Board of Directors for the Board of Directors review to determine if the exception is valid and not for purposes of avoiding these restrictions.

3. In all other respects, the Consolidating Master Deed, as amended, shall remain unchanged.

AMBER ESTATES CONDOMINIUM
ASSOCIATION

Dated: May 16, 2016

By: Leonard J. Underhill
Leonard J. Underhill

Its: President



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Mary Hollinrake P:4/6 3:42PM
Kent Cnty MI Rgstr 05/20/2016 SEAL

STATE OF MICHIGAN
COUNTY OF OTTAWA

Acknowledged before me in Ottawa County, Michigan, on May 16, 2016, by Leonard J. Underhill, President of Amber Estates Condominium Association, a Michigan nonprofit corporation, for the Corporation.

Kenneth W. Doss
Notary Public, State of Michigan, County of Ottawa
My commission expires: 02/16/2018

Drafted by and return To:

Kenneth W. Doss
Doss Law. PLC
301 Hoover Blvd., Suite 500
Holland, MI 49423-5805
616.396.9793



20160520-0042129

Mary Hollinrake P:5/6 3:42PM
Kent Cnty MI Rgstr 05/20/2016 SEAL

EXHIBIT "A"

**AFFIDAVIT OF MAILING AS TO NOTICES REQUIRED BY SECTION 90(5) OF THE
MICHIGAN CONDOMINIUM ACT**

Leonard J. Underhill being duly sworn, deposes and says that:

1. he is the President of Amber Estates Condominium Association, a/k/a Reflection Lake Condominium Association

2. On April 27, 2016, a copy of the Third Amendment to the Consolidating Master Deed of Amber Estates Condominiums was sent to all Co-owners of record in the Amber Estates Condominiums project as required by Section 90(5) of the Michigan Condominium Act, pursuant to the Co-owners' roster maintained by the Amber Estates Condominium Association such notices were sent by first class mail, postage fully prepaid.

Further deponent saith not.

Leonard J. Underhill

STATE OF MICHIGAN
COUNTY OF OTTAWA

Acknowledged before me in okay thanks Ottawa County, Michigan, on May 16, 2016, by Leonard J. Underhill, President of Amber Estates Condominium Association, a Michigan nonprofit Corporation, on behalf of the Corporation.

Kenneth W. Doss

Notary Public, State of Michigan, County of Ottawa

My commission expires: 02/16/2018



20160520-0042129

Mary Hollinrake P:6/6 3:42PM
Kent Cnty MI Rgstr 05/20/2016 SEAL

EXHIBIT "B"

**AFFIDAVIT OF CO-OWNER APPROVAL OF THIRD AMENDMENT TO
CONSOLIDATING MASTER DEED**

Leonard J. Underhill, being duly sworn, deposes and says that:

1. He is the President of Amber Estates Condominium Association (the "Association").

2. On May 10, 2016, at a meeting of the Co-owners of the Association, more than two-thirds of the Co-owners in the Amber Estates Condominiums project voted to approve the Third Amendment to Consolidating Master Deed of Amber Estates Condominiums, and authorized and instructed the President to execute the same.

Further deponent saith not.

Leonard J. Underhill

STATE OF MICHIGAN
COUNTY OF Ottawa

Acknowledged before me in Ottawa County, Michigan, on May 16, 2016, Leonard J. Underhill, President of Amber Estates Condominium Association, a Michigan nonprofit Corporation, on behalf of the Corporation.

Kenneth W. Doss

Notary Public, State of Michigan, County of Ottawa

My commission expires: 02/16/2018

2025 JUN 24 4:00 PM

202506250040580 Total Pages: 3

06/25/2025 03:11 PM Fees: \$30.00

**Lisa Posthumus Lyons, County Clerk/Register
Kent County, MI SEAL**

FOURTH AMENDMENT TO CONSOLIDATING MASTER DEED OF AMBER ESTATES CONDOMINIUMS

(As no interest in real estate is being conveyed, no revenue stamps are required.)

THIS FOURTH AMENDMENT TO CONSOLIDATING MASTER DEED OF AMBER ESTATES CONDOMINIUMS is made this 17th day of June 2025, by Amber Estates Condominium Association, a/k/a Reflections Lake Condominium Association, a Michigan nonprofit corporation, 1724 Lisa Drive SW, (PO Box 239), Byron Center, Michigan 49315.

WHEREAS, Amber Estates Condominiums is a condominium project established by Master Deed recorded October 21, 2002, at Liber 6337, Pages 894-948 inclusive, Kent County Records, wherein the Master Deed and amendments to the Master Deed were consolidated into a Consolidating Master Deed, recorded On June 22, 2010, as Document No. 20100622-0053713, Kent County Records, which has been amended by First Amendment to Consolidating Master Deed recorded March 2, 2011, as Document No. 20110302-0018122, by Second Amendment to Consolidating Master Deed recorded May 24, 2011, as Document No. 20110524-0044502, by Third Amendment to Consolidating Master Deed recorded May 20, 2016, as Document No. 20160520-0042129, and now this Fourth Amendment to Master Deed, to comply with the Michigan Homeowner' Energy Policy Act (Act 68 of 2024).

To accomplish this purpose, the Association amends the Amber Estates Consolidating Master Deed and Condominium Bylaws ("Fourth Amendment") as follows:

A. ARTICLE IV, COMMON ELEMENTS, 4.3. Maintenance Responsibilities. (c) of the Consolidating Master Deed is amended by adding the following sentence, so (c) is amended to:

(c) **Unit Improvements.** If any Unit Owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to his 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 such Unit or Units. Alterations or modifications of a general or limited common element, as permitted by the Michigan Homeowners' Energy Policy Act (Act 68 of Public Acts of 2024) are subject to Condominium Bylaw Article VII, 7.3, which are not subject to Board of Directors approval but are subject to the Condominium Energy Policy adopted by the Board of Directors and amendments thereto. The installation of Solar Collectors, Solar Storage Mechanisms, and Solar Energy Systems remains subject to Board Approval, as limited by the restrictions set forth in the Michigan Homeowners' Energy Policy Act (Act 68 of Public Acts of 2024), as may be amended.

B. ARTICLE VII, USE AND OCCUPANCY RESTRICTIONS, Section 7.3 (b) of the Condominium Bylaws is deleted in its entirety and replaced by:

(b) **Exterior Alterations.** No Co-owner shall make any alterations or improvements to any General Common Element, nor make changes to the exterior appearance or structural members of his Unit or Limited Common Elements without the prior written approval of the Association. 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 or improvements within their Unit without the prior approval of the Board, but such Owner shall be responsible for any damage to other Units, the Common Elements, or the Condominium Property resulting from such alterations or improvements. A Co-owner who makes an alteration or modification of a general or limited common element, as permitted by the Michigan Homeowners' Energy Policy Act (Act 68 of Public Acts of 2024), as may be amended, shall comply with the Condominium Association's Energy Policy for Co-owner Installation of Energy-Saving Improvements or Modifications and Solar Collectors, Solar Storage Mechanism and Solar Energy Systems as originally adopted and after that as amended or amended and restated.

C. Except as specifically amended by this document, the original Restated Master Deed shall remain in full force and effect. The unchanged provisions of the Master Deed are reaffirmed in their entirety, and this Amendment shall not be construed as a waiver or modification of any of those provisions unless expressly stated otherwise in this document.

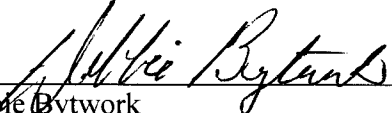
This Amendment shall be recorded in the office of the Kent County Register of Deeds and shall run with the land, binding all successors and assigns in accordance with the terms hereof. Unless expressly redefined, all terms and definitions used in this Amendment shall retain the meanings assigned in the original Master Deed.

This Amendment was adopted by the Board of Directors on June 17, 2025, to comply with the Michigan Homeowners' Energy Act.

Amber Estates Condominium Association, a/k/a Reflections Condominium Association

By: 
Daniel Flack

Its: President

By: 
Debbie Bytwork

Its: Secretary

STATE OF MICHIGAN

COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on June 17, 2025, by Daniel Flack, President, and Debbie Bytwork, Secretary of Amber Estates Condominium Association, a/k/a Reflection Lakes Association, on behalf of the corporation.



BRYCE CLARK
Notary public, State of Michigan
County of BARRY
My commission expires 06-Apr-2032
Acting in the County of Kent

Drafted by:

Kenneth W. Doss (P12905)
DOSS LAW, PLC
192 West 33rd Street
Holland, MI 49423
616-396-9793