

**MASTER DEED**

**SERENITY RIDGE**

(Act 59, Public Acts of 1978)

as amended

Kent County Condominium Subdivision Plan No.

- (1) Master Deed establishing Serenity Ridge, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Condominium By-Laws of Serenity Ridge.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Serenity Ridge.
- (4) Exhibit C to Master Deed: Mortgagees Consent to Submission to Condominium Ownership.

- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices  
required by Section 71 of the Michigan Condominium Act.

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

This Instrument Drafted by: Jonathan W. Anderson, Esq.  
Varnum, Riddering, Schmidt & Howlett<sup>LLP</sup>  
Bridgewater Place - P.O. Box 352  
Grand Rapids, Michigan 49501-0352

**MASTER DEED**

**SERENITY RIDGE**

(Act 59, Public Acts of 1978)  
as amended

This Master Deed is signed on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, by **Serenity Ridge, L.L.C.**, a Michigan limited liability company, of 1844 Baldwin, Jenison, Michigan 49428 (the "Developer").

### PRELIMINARY STATEMENT

A. The Developer is engaged in developing a Site Condominium Project to be known as Serenity Ridge (the "Project"), according to development plans on file with the City of Walker on a parcel of land described in Article II; and

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

C. Upon the recording of this Master Deed, Serenity Ridge shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in 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 Developer, its 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 establishment of the Project, it is provided as follows:

## ARTICLE I

### NATURE OF PROJECT

**1.1 Project Description.** The Project is a residential site condominium. The Serenity Ridge Condominium building sites (the "Units") which will be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit 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.

## ARTICLE II

### LEGAL DESCRIPTION

**2.1 Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is described as follows:

That part of the South ½ of Section 32, Town 7 North, Range 12 West, City of Walker, Kent County, Michigan, described as: Beginning at the South 1/4 corner of said Section 32; thence North 88 degrees 57 minutes 43 seconds West 500.14 feet along the South line of said Section 32, to Reference Point "A"; thence continuing North 88 degrees 57 minutes 43 seconds West 42 feet, more or less, to the centerline of Tallman Creek; thence meandering Northwesterly 4500 feet,

more or less, along the centerline of Tallman Creek to its intersection with a line bearing South 00 degrees 00 minutes 24 seconds West from Reference Point "B" (said reference point "B" being North 05 degrees 11 minutes 10 seconds East 64.00 feet, North 45 degrees 00 minutes 00 seconds West 78.11 feet, North 05 degrees, 11 minutes, 10 seconds East 167.28 feet, North 41 degrees 16 minutes 20 seconds East 74.46 feet, North 59 degrees 50 minutes 20 seconds West 303.22 feet, North 39 degrees 32 minutes 35 seconds East 271.58 feet, North 26 degrees 12 minutes 06 seconds West 144.58 feet, North 40 degrees 00 minutes 14 seconds East 280.00 feet, South 60 degrees 11 minutes 20 seconds East 198.50 feet, North 46 degrees, 16 minutes 20 seconds East 318.30 feet, North 45 degrees 08 minutes 00 seconds West 310.40 feet, North 49 degrees 40 minutes 00 seconds West 406.50 feet, North 84 degrees 30 minutes 00 seconds West 252.46 feet, N 17 degrees 50 minutes 52 seconds West 217.45 feet, North 86 degrees 29 minutes 31 seconds West 125.37 feet, North 03 degrees 30 minutes 29 seconds East 50.00 feet, North 86 degrees 29 minutes 31 seconds West 84.00 feet, South 24 degrees 00 minutes 00 seconds West 53.38 feet, and North 86 degrees 29 minutes 31 seconds West 88.47 feet from said reference point "A"); thence North 00 degrees 00 minutes 24 seconds East 41 feet, more or less, along the West line of the West line of the East ½ Southwest 1/4 of said section 32, to reference point "B"; thence continuing North 00 degrees 00 minutes 24 seconds East 763.92 feet along said West line; thence South 88 degrees 54 minutes 44 seconds East 1316.86 feet along the North line of the Southwest 1/4 of said Section 32, thence South 89 degrees 03 minutes 14 seconds East 965.33 feet along the North line of the Southeast 1/4 of said Section 32; thence South 00 degrees 03 minutes 14 seconds West 1500.00 feet along the West line of the East 366.50 feet of the West ½ of said Southeast 1/4; thence South 47 degrees 11 minutes 54 seconds East 436.13 feet to the centerline of Butterworth Drive (80 feet wide); thence Southwesterly 124.29 feet, along said centerline, on a 2121.92 foot radius curve to the left, the long chord bearing South 33 degrees 52 minutes 45 seconds West 124.27 feet; thence South 32 degrees 11 minutes 59 seconds

West 125.27 feet along said centerline; thence North 24 degrees 24 minutes 46 seconds West 190.60 feet; thence North 38 degrees 36 minutes 09 seconds West 239.54 feet; thence South 51 degrees 23 minutes 51 seconds West 120.00 feet; thence North 38 degrees 36 minutes 09 seconds West 366.00 feet along the southerly line of Sawyer Court (25 feet wide) and the extension thereof; thence South 00 degrees 03 minutes 14 seconds West 469.35 feet along the West line of the East 733.00 feet of the West ½ of said Southeast 1/4; thence South 46 degrees 13 minutes 11 seconds East 536.45 feet to said centerline of Butterworth Drive; thence Southwesterly 61.53 feet along said centerline on an 8676.07 foot radius curve to the left, the long chord bearing South 30 degrees 05 minutes 26 seconds West 61.53 feet; thence North 46 degrees 27 minutes 08 seconds West 235.73 feet; thence South 30 degrees 40 minutes 15 seconds West 224.75 feet; thence South 67 degrees 04 minutes 11 seconds East 60.30 feet; thence South 25 degrees 43 minutes 42 seconds West 290.36 feet; thence North 89 degrees 03 minutes 23 seconds West 596.10 feet along the South line of said Section 32, to the Place of Beginning.

### ARTICLE III

#### DEFINITIONS

**3.1 Definitions.** Certain terms are used in this 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 Serenity Ridge 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 Consumer and Industry Services, which is designated to serve in such capacity by the Act.

**(c) Association.** "Association" or "Association of Co-owners" means Serenity Ridge 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 without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.

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

**(g) Condominium Documents.** "Condominium Documents" means this 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, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

**(i) Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

**(j) Condominium Unit.** "Condominium Unit", "Unit" or "Building Site" means a single residential building site 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 the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**(l) Developer.** "Developer" means Serenity Ridge, 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" means this instrument, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of 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 Serenity Ridge, a residential site 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 (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests of the Condominium provided to it for ingress, egress and utility installation over, across and through non-condominium properties and/or individual Units in the Project;

(b) **Improvements.** The private drives and the common walkways, lawns, trees, shrubs and other improvements not located within the boundaries of a Condominium Unit. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements.

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

(d) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for

service to each residence now located or subsequently constructed within Unit boundaries;

**(e) Storm Drainage.** The storm drainage and/or retention system throughout the Project, including the retention basin affecting Units 40 and 45;

**(f) Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

**(g) Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries; and

**(h) Entry Improvements.** The entry signage and other improvements located at the entry to the Project; and

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

Some or all of the utility lines, 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, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

**4.2 Limited Common Elements.** The Limited Common Elements are:

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

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land;

(c) **Footings and Foundations.** The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) **Water Wells.** The water well (including well shafts, pumps and distribution lines) located within or beneath Unit boundaries, and serving only the residence constructed on that Unit;

(e) **Septic Systems.** The septic tank and drainfield (including distribution lines) located within or beneath Unit boundaries, and serving only the residence constructed on that Unit;

(f) **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) **Yard Lights.** The yard light and bulb(s) installed on each yard area to illumine the house number and driveway;

(h) **Delivery Boxes.** The mail and/or paper box located on a Unit or permitted by the Association on the General Common Elements to serve the residence constructed on a Unit;

(i) **Driveways.** The portion of any driveway located between the Unit and the paved common roadway; and

(j) **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 made by the Developer or the Association.

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 Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment 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.** Each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to his Unit, except for the structural repair and replacement of the driveways described in subparagraph (i).

(b) **Unit Improvements.** Unit owners shall also be responsible for the maintenance, repair and replacement of all structures and improvements, and the maintenance and mowing of all yard areas situated within the boundaries of a Unit,

including any portions which may extend beyond Unit boundaries up to the paved roadway. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

**(c) 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 Oversight Authority.** While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his residence, improvements or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

**(a) Maintenance by Association.** In the event a Co-owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or

otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

**(b) Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

**4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sale Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without 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 part 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.

**4.6 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, is contained in the Condominium Subdivision Plan as surveyed by Vista Technical Engineering Consultants, P.C., consulting engineers. Site plans have been filed with the City of Walker. Each such Unit shall include the space located within Unit boundaries from and above a depth of fifteen (15) feet and extending upwards to a height of fifty (50) feet above the surface, as shown on Exhibit B and as delineated with heavy outlines, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total value of the Project is 100, and the percentage of such value which is assigned to each of the Serenity Ridge Condominium Units in the Project shall be equal. The determination that Percentages of Value for all such Units shall be equal was made

after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value and concluding that there are no material differences among them as far as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the public records of Kent County, Michigan.

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

**5.4 Conditions Precedent.** Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

## ARTICLE VI

(Reserved for Future Use)

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

**7.1 Limits of Contraction.** The Condominium Project established by this Master Deed consists of Fifty (50) Condominium Units and may, at the election of the Developer, be contracted to a minimum of Fourteen (14) Units.

**7.2 Withdrawal of Units.** The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article II; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The

Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not detrimental to the adjoining residential development.

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

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

## ARTICLE VIII

### EASEMENTS

**8.1 Easements for Maintenance and Repair.** 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 (including the Units) 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 common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium By-Laws.

**8.2 Easements Reserved by Developer.** Until the sale of all Units in the Project as described in Article I of this Master Deed has been completed, the Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns which may be utilized at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

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

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

## ARTICLE IX

## AMENDMENT AND TERMINATION

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

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

(a) **Non-Material Changes.** The amendment may be made without the consent of any 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 to modify the dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) 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.

(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 ability or terms under which a Unit may be rented be modified without the consent of the Developer and each

affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each first mortgage held.

**(c) Compliance With Law.** Material amendments may be made by the Developer 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) Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, its successors or assigns.

**(e) Consolidating Master Deed.** A Consolidating Master Deed or As Built Amendment shall be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

(f) **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 or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners and mortgagees of record shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and 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.

(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 prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the administrator.

## ARTICLE X

### ASSIGNMENT OF DEVELOPER RIGHTS

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

**THIS MASTER DEED** has been executed by the Developer as of the day and year which appear on page one.

Witnesses:

**SERENITY RIDGE, L.L.C.,**  
a Michigan limited liability company

\_\_\_\_\_

By:

\_\_\_\_\_

Its: Member

STATE OF MICHIGAN )

) ss.

COUNTY OF )

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_, a member of Serenity Ridge, L.L.C., a Michigan limited liability company, on behalf of the company.

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires:

