

PURCHASER INFORMATION BOOKLET

FOR

GRAND RIVER LANDING

**A RECREATIONAL CONDOMINIUM
LOCATED IN**

Crockery Township, Michigan

Developer:

**WESTERN MICHIGAN BOATERS & CAMPERS, INC.,
(d/b/a/ GRAND RIVER LANDING, INC.)
15101 120th Ave, Nunica
Nunica, Michigan 49448**

DISCLOSURE STATEMENT

FOR

GRAND RIVER LANDING

Developed by:

**WESTERN MICHIGAN BOATERS & CAMPERS, INC.,
(d/b/a GRAND RIVER LANDING, INC.)
15101 120TH Avenue
Nunica, Michigan 49448**

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DISCLOSURE STATEMENT

FOR

GRAND RIVER LANDING

A RECREATIONAL SITE CONDOMINIUM
Crockery Township, Michigan

Developer:

WESTERN MICHIGAN BOATERS & CAMPER, INC.,
(d/b/a GRAND RIVER LANDING, INC.)
15101 120TH Avenue
Nunica, Michigan 49448

GRAND RIVER LANDING is a senior (plus 55) recreational campground site condominium project located in Crockery Township, Ottawa County, Michigan (the "Project"). The Project initially contains twenty four (24) units.

The effective date of this Disclosure Statement is May __, 2017.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER LEGAL DOCUMENTS. ALL BUYERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATED TO THE PROJECT.

WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER ADVISER BEFORE PURCHASING A CONDOMINIUM UNIT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED AND DISTRIBUTED PURSUANT TO THE REQUIREMENTS OF THE MICHIGAN CONDOMINIUM ACT.

I.

INTRODUCTION

Condominium development in Michigan is governed by a statute called the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended (the "Act"). On the following pages, Grand River Landing, Inc., as developer of Grand River Landing (the "Project" or "Condominium")), has set forth those material facts about the Project and the persons involved in its development which it believes will satisfy the needs of the typical buyer. This Disclosure Statement, together with copies of the legal documents intended for the creation and operation of the Project, are

furnished to each buyer to fulfill the requirement of the Act that the Developer disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II

THE CONDOMINIUM CONCEPT

"Condominium" is a form of real property ownership. Under Michigan law, a condominium unit has the same legal attributes as any other form of real estate and may be sold, mortgaged or leased subject to the restrictions contained in the condominium documents for the Project and the Act. A Condominium Project is established by recording a Master Deed in the office of the Register of Deeds for the County in which the Project is located.

The Condominium Buyer's Handbook. General information about the government and organization of condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce, and provided to you with this Disclosure Statement by the Developer.

III

DESCRIPTION OF THE PROJECT

Grand River Landing is a senior recreational "campground" Condominium Project initially consisting of twenty four (24) units (a "Unit" or together, the "Units"); but expandable to no more than twenty five (25) units, in which the real property interest which is purchased by an owner (a "Co-owner"), and to which a Co-owner receives a warranty deed, consists of a recreational campsite or "envelope" of airspace within which he may locate a recreational unit of a type and size approved by the Association. Each Co-owner will also own an undivided share of the private drives, common utility systems, and other common facilities (the "Common Elements") which serve both his Unit and other Units in the Project. The Units and the common elements are described generally in the Master Deed, and each unit's boundaries and dimensions are shown in the Condominium Subdivision Plan attached as an exhibit to the Master Deed. All portions of the Project which are not included within the Units constitute the common elements which are owned by all Co-owners in equal shares. Limited Common Elements are those common elements which are set aside for the use of less than all Unit owners. All other common elements are designated as General Common Elements.

Each Unit in the Project is equivalent to a fully improved RV campsite, with water, sewer and other utilities available at the Unit boundaries. The Units will vary somewhat in size in square feet, so that individual Unit dimensions will differ with location in the Project. Each campsite will include patio, electrical service, sewer and water hookups and available telephone and cable TV service.

The river shoreline, private drives, community building and water distribution system are all General Common Elements which are owned and used in common by all Co-owners. Individual

Co-owners also have an exclusive right to use the Limited Common Elements of the Project such as the riverfront of their Unit, water and electric service stubs/pedestals, and plantings located within the boundaries of each Unit.

The Project is for seniors and there are age restrictions on ownership of Units in the Condominium Master Deed and Bylaws. Each Unit must have a Co-owner or occupant who is at least 55 years of age and all permanent occupants of a Unit must be at least 40 years of age. The Developer and the Association will have responsibility and authority to enforce age restrictions upon a sale of a Unit and at all other times to ensure the Project maintains its character as a quiet Senior living Project.

The relatively close proximity of the campsite Units dictates that certain restrictions and obligations be imposed with regard to the use of the Units and the common elements for the mutual benefit of all Co-owners. Such restrictions and obligations are contained in the Condominium Bylaws which are recorded as part of the Master Deed. All of the condominium documents are prepared with the goal of allowing each Co-owner a maximum amount of individual freedom and discretion without allowing any one Co-owner to infringe upon the rights and interests of the group at large. All Co-owners and campers must be familiar with and abide by all restrictions if a campsite Condominium is to be an enjoyable place for recreational camping.

Michigan's Public Health Code, 1978 PA 368, as amended, and the administrative rules adopted pursuant thereto establish the requirements for building and operating a campground in Michigan (the "Campground Rules"). The Project will be required to obtain and maintain a license from the Michigan Department of Environmental Quality to operate as a campground in the State of Michigan.

IV

LEGAL DOCUMENTATION

A. General. The Project was established as a Condominium Project pursuant to a Master Deed recorded in the office of the Ottawa County Register of Deeds. A copy of the Master Deed has been provided to you along with this Disclosure Statement. The Master Deed includes the Condominium Bylaws as Exhibit A, and the Condominium Subdivision Plan as Exhibit B. Other Condominium Documents include the Articles of Incorporation, the Corporate Bylaws and the Rules and Regulations adopted by the Association of Co-owners. All of these documents should be reviewed carefully by prospective buyers.

B. Master Deed. The Master Deed contains a definition of terms used within the Project, the percentage of value assigned to each Unit in the Project, a general description of the Units and General and Limited Common Elements included in the Project and a statement regarding the respective responsibilities for maintaining the Common Elements. Article VII of the Master Deed covers easements, and Article VIII deals with restrictions and covenants. Article X contains a statement of when and how the Master Deed may be amended. In Article V of the Master Deed, the Developer has reserved the right to modify the size and shape of, and make structural alterations to,

unsold Units, to divide one Unit into two Units and to add contiguous property to expand the Project and add one additional Unit on the Expansion Property.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the Project and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Project. Article VII contains certain restrictions upon the ownership, occupancy and use of Units and the Project. Article IV also contains provisions permitting the adoption of rules and regulations governing the Condominium and the Common Elements. Article VIII contains a statement of the restrictions upon the leasing of Units at the Project. The restrictions meet the requirement of the Act.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

V

OPERATION OF THE PROJECT

Overall management responsibility for the Condominium is vested in Grand River Landing Condominium Association (the "Association"). A co-owner may participate in the affairs of the Association by voting and, if elected, by serving as an officer or director. The Condominium Documents permit the Association to hire a professional manager or management company to assist it with the management of the Project. At present, management of the Project is being handled by the Developer at no cost, for the first year, 2017, with reimbursement of the cost of goods and services purchased and out-of-pocket expenses incurred by the Developer for management purposes which are included in the annual budget of the Association. This arrangement, or if an interim contractual arrangement for management of the Project either with the Developer or a professional manager or management company is entered before the date of the initial meeting of members, any such contract would be subject to termination at the option of the Co-owners upon their assumption of control of the Project, with or without cause.

Some highlights of the manner in which the Condominium will be operated follow.

A. Common Areas. The roads and drives throughout the Condominium, the utility systems, the service building and the areas designated as open spaces are Common Elements of the Condominium in which all of the Co-owners hold an interest. The Association will maintain the Common Elements.

B. Budget and Assessments. There will be assessments to Co-owners for the upkeep and maintenance of the Common Elements and other common and administrative expenses. At closing, each Co-owner will pay 20% of the annual assessments as a nonrefundable working capital contribution. After the closing, each Co-owner will pay an annual assessment on or before June 1st of each year as his share of the common expenses of the Project. It is important that each co-owner pay his assessment in a timely manner. If a co-owner fails to pay the assessment (or any other charge

due) in a timely manner, the Condominium Bylaws provide that the Association may impose a lien upon a delinquent Co-owner's unit, collect interest at the maximum legal rate on delinquent assessments and impose other penalties. Article V of the Condominium Bylaws should be consulted for further details.

The amount of the annual assessment will be determined by the amount of the common expenses. Under the budget of the Association for the first twelve (12) months of operation (the fiscal year of the Association will be the calendar year), adopted by the Developer in the exercise of its best judgment, each co-owner will pay \$400.00. This will generate an annual revenue of \$10,000.00. The estimated revenues and expenses of the Project for its first year of operation (assuming sale or occupancy of all Units for the entire fiscal year) are as follows:

| | |
|--|-------------|
| <u>Revenues</u> | |
| Regular assessments | \$10,000.00 |
| <u>Expenses:</u> | |
| Common Area, lighting and roads | \$ 500.00 |
| Maintenance & Utilities | \$ 4000.00 |
| Administrative, insurance, management fees | \$ 1500.00 |
| Reserve for repairs/replacements | \$ 4000.00 |
| Total: | \$10,000.00 |

Each Co-owner must also pay other charges in connection with his ownership of a Unit at the Project. For example, each Co-owner will be responsible for paying utility charges and real estate taxes levied on his Unit and his undivided interest in the Common Elements. The amount of taxes will be determined by the assessor of Crockery Township.

The Developer, although a member of the Association, will be responsible at any time for payment of any regular assessment, except for Units it owns which are not occupied by a tenant.

Each unit co-owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of the Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment should prove inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. Article V of the Bylaws of the Project attached to the Master Deed should be examined for further details about special assessments.

Like most expenses today, the expenses in the budget are subject to changes as a result of changing costs in the economy. The budget contained herein represents the Developer's best estimate of those expenses at this time. However, these costs may increase on account of factors such as cost increases, the need for repair or replacement of Common Elements, and property improvements. Any cost increases will result in increased assessments to Unit Co-owners.

VI

ORGANIZATION AND CONTROL OF THE CONDOMINIUM

A. The Association. The Association has been incorporated under the laws of the State of Michigan as a nonprofit corporation. A person will automatically become a member of the Association upon closing on the purchase of a Unit. As noted above, the Association will be responsible for the management, maintenance and administration of the Project.

The Articles of Incorporation and Bylaws of the Association which have been provided to you with this Disclosure Statement govern the procedural operations of the Association. The Association is currently governed by a two-person Board of Directors whose initial members, Thomas Van Ofen and Sally Van Ofen, have been appointed by the Developer. The initial directors are empowered to serve pursuant to the provisions of the Condominium Bylaws until the first annual meeting of members of the Association, which must be held on or before the expiration of one hundred-twenty (120) days after legal or equitable title to twenty-five percent (25%) of the condominium units that may be created has been conveyed to non-Developer Co-owners or fifty-four (54) months after the first conveyance of legal or equitable title to a condominium Unit to a non-Developer co-owner, whichever occurs first.

At the first meeting of members of the Association, the Association will select three (3) to five (5) directors, and the directors in turn will elect officers for the Association. The Developer will have the right to determine the composition of a majority of the Board at the time of the first meeting and thereafter until non-Developer co-owners elect a majority of the directors. Articles III and IV of the Condominium Bylaws set forth the complete requirements for selection of directors and officers.

B. Annual Meetings. Following the first annual meeting, annual meetings of the Co-owners of the Project will be held each year in accordance with the Condominium Bylaws for the purpose of conducting the business of the Association and selecting directors for the succeeding year. Before each annual meeting, co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.

C. Advisory Committee. The Developer/Board of Directors of the Association must establish an Advisory Committee of non-Developer Co-owners no later than: (a) one hundred-twenty (120) days after legal or equitable title to twenty-five (25%) percent of the Units that may be created has been conveyed to non-Developer Co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever first occurs. The Advisory Committee will meet with the Board of Directors to facilitate communication with the non-Developer Co-owners and to aid in transferring control from the Developer to non-Developer Co-owners. The Advisory Committee must meet at least annually with the Board of Directors.

E. Percentage of Value. Each of the 24 Units in the Project has been assigned an equal percentage of the total value of the Project. The total value of the Project is one hundred percent (100%). The percentage of value assigned to each Unit is determinative of the proportionate share of

each Unit in the expenses related to the Common Elements and of the administration of the Project and the value of each Unit's vote at meetings of the Association of Co-owners. A Unit's share of expenses of administration shall be its percentage of value relative to the total percentage of value of all units. Any Units added will also have an equal percentage of value as the existing Units and the percentages will be adjusted accordingly.

VII.

RESTRICTIONS ON USE

In order to provide an environment conducive to pleasant Senior living at the Project, the Condominium Bylaws contain certain limitations upon the age of Co-owners and the activities of Co-owners which might infringe upon the right to quiet enjoyment of all Co-owners. Some of these restrictions are set forth herein. You should read Article VII of the Condominium Bylaws to ascertain the full extent of the restrictions.

Owners of Condominium Units will be bound by various use and occupancy restrictions applying to both the Condominium Units and the Common Elements. For example, there are restrictions as to the type and size of recreational units which may be placed on any campsite Unit in the Project, the number of persons who may reside in any Unit and the occupancy of Units on other than a seasonal basis during the period from April 1 until October 31 of each year. There are also prohibitions against the removal of trees, the placement or erection of screened porches, decks, patios or carports, the parking of recreational vehicles, boats and trailers on the Condominium Premises, the hanging of laundry and similar articles outside a recreational unit and the keeping of pets, without prior written permission from the Board of Directors of the Association.

It is impossible to paraphrase all the restrictions without risking the omission of some portion that may be of significance to a purchaser. As a result, each purchaser should carefully review the Master Deed and the Condominium Bylaws, as amended, to be sure that they do not infringe on an important intended use. None of the restrictions prohibits the Developer from carrying on sales activities as long as the Developer owns any units in the Project.

VIII.

ENFORCEMENT PROVISIONS

The use restrictions at the Project are enforceable by the Association, which may take appropriate action to enforce the restrictions. The remedies available in the event of default are contained in Article XII of the Condominium Bylaws. Compliance with use restrictions may be enforced by the levy of fines, or by legal action seeking damages or an injunction against the offending Co-owner. The Board may also take direct action to correct any condition which violates the By-laws, or may elect to discontinue furnishing services to the unit involved upon 7 days notice to the Co-owner in default. If quarterly assessments are not paid by the owner of a Condominium Unit when due, the Association may charge reasonable interest or late charges from and after the

due date. The Association is also given a lien on the Unit which may be enforced as described above, or by foreclosure proceedings in the manner provided by the Condominium Act.

IX

ESCROW OF ASSOCIATION FUNDS

In accordance with Michigan law, all funds received from prospective purchasers of Units at the Project will be deposited in an escrow account with an escrow agent. The escrow agent for the Project is Lighthouse Title Insurance Company. The address and principal place of business of Lighthouse Title Insurance Company is 1600 S. Beacon Boulevard, Grand Haven, Michigan 49417.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. After the expiration of the 9-business-day withdrawal period described in the Purchase Agreement, under the Act, sufficient funds must be retained in escrow to assure completion of those uncompleted structures and improvements labeled "Must Be Built" under the terms of the Condominium Documents. Since the Grand River Landing Project is a Campsite Condominium in which all site preparation and improvements have been completed, the Developer does not expect to maintain any funds in escrow subsequent to the closing dates. Additional details of the escrow arrangements made in connection with the Project are contained in the Escrow Agreement which has been delivered to you with this Disclosure Statement.

The escrow agent in the performance of its duties shall be considered an independent party not acting as the agent of the Developer, any purchaser, co-owner or other interested party. The escrow agent shall be relieved of all liability upon release of all amounts deposited in accordance with the Michigan Condominium Act, as amended.

X.

SHORELINE/RECREATIONAL FACILITIES

The Condominium Project will include permanent open space/recreational areas for use by the co-owners, with reasonable rules and regulations of use determined by the Association. Restrictions and covenants regarding the shoreline, location of docks, open space and the trees are contained in the Master Deed and Article VII of the Bylaws. The intent is that the open space will remain in its natural state and condition and that it will be subject to only low impact activities which will not change its characters or characteristics.

XI.

SUMMARY OF PROJECT WARRANTIES

Since Grand River Landing is a recreational campsite Condominium, consisting of "envelopes" of air space within which an approved recreational vehicle may be located, the Units themselves are being offered for sale without warranty or representation of any kind, express or implied, and each purchaser is buying his Unit "as is" at the time site improvements are completed. If a Purchaser enters into a contract with an approved RV dealer/broker for the purchase of a recreational vehicle, or with a licensed contractor for the skirting of his vehicle, the dealer or contractor will normally offer a limited warranty for the product and/or work which was performed. Such warranties are a matter of negotiation between the purchaser and the dealer or contractor, and the Developer assumes no responsibility for these warranties.

The Developer has completed site preparation for the Project, including grading of the drives and installation of water and sewer service to individual Units in the project. The Developer will warrant the private drives, utility systems and other Common Elements constructed or installed by it for a period of one year from the date of completion against defects in workmanship and materials. If written notice of defect is given by a Co-owner within the warranty period, the Developer will make an inspection of such Common Elements and, where the inspection reveals defects in either workmanship or materials, will make reasonable repairs to cure such defects without cost to the Co-owners.

Neither the Township of Crockery nor Ottawa County employs a regular inspection program for campsite Projects, and to the Developer's knowledge, no inspection of the Project for compliance with local codes and municipal ordinances has been made. Campsite Projects however, both condominium and rental, are required to be licensed and are regulated by the Michigan Department of Public Health which makes periodic inspections and tests of the water supply system serving the Project. All newly installed electrical and plumbing conduits will also be inspected by qualified electrical and/or plumbing inspectors, and Grand River Landing will continue to be licensed by the Michigan Department of Public Health.

CAUTION: THERE ARE NO WARRANTIES ON THIS PROJECT OTHER THAN THOSE DESCRIBED HEREIN, AS EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED. YOU, INDIVIDUALLY OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST. UNDER NO CIRCUMSTANCES WILL THE DEVELOPERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

XII.

INSURANCE

The Condominium Documents require the Association, to the extent appropriate given the nature of the Common Elements, carry vandalism and malicious mischief, liability, casualty and damage, directors and officers indemnity and such other insurance as the Board of Directors chooses to carry, with respect to the ownership, use and maintenance of the Common Elements of the Condominium and the administration of Condominium affairs. The Board of Directors is responsible for obtaining such insurance coverage for the Association, and each Co-owner's pro-rata share of the annual Association insurance premiums is included in the annual assessment. Insurance for the Association will initially be underwritten through EMC Insurance Agency. The insurance policy or policies may contain deductible clauses which, in the event of a loss, could result in the Association's being responsible for a certain portion of the loss. Co-owners, as members of the Association, would bear any uninsured loss in proportion to their percentage ownership of the Condominium.

A copy of the all-risk policy is available from the Developer for inspection by prospective purchasers. Co-owners should regularly review the insurance coverage of the Condominium to ensure it is adequate.

The insurance coverage provided by the Association will not cover the motor homes or other recreational units and improvements which may be placed on any campsite Unit within the Project. No coverage will be provided for property of an Co-owner located outside his campsite Unit on the common grounds of the Project or on a Limited Common Element appurtenant to a Unit. All owners are cautioned, therefore, that it is their own responsibility to insure their recreational unit, its contents and any other exterior improvements bought and paid for by the Co-owner. Each Co-owner is required to obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and about his Condominium Unit in the minimum amount of \$500,000.00, naming the Grand River Landing Association and the Developer as additional insureds.

A Unit Co-owner should consult with his insurance adviser to determine the amount and types of coverage required for his particular needs. If a Unit Co-owner fails to procure his own insurance, he will be uninsured for any loss that might occur within his Unit, to himself, his guests, or his or his guests' property.

If the Condominium is destroyed, in whole or in part, Article VI of the Condominium Bylaws provides a plan for reconstruction or repair.

XIII.

REAL ESTATE TAXES

Real property taxes on the condominium units in Grand River Landing are assessed by the Township of Crockery, the County of Ottawa and the Spring Lake Public School District. Under

Michigan law, such taxes are required to be assessed on the basis of fifty percent (50%) of true cash value.

Except for the year in which the Project was established, real property taxes and assessments are levied individually against each Unit and not against the Project as a whole. These separate taxes and assessments cover both the Unit and its proportionate share of the Common Elements. No taxes or assessments are levied separately against the Common Elements, either General or Limited.

In the year in which the Project is established, however, the taxes and assessments for all new Units covered by the Master Deed will be billed to the Developer and must be paid by the purchasers of such Units on a pro-rata basis. The Developer will also contribute his pro-rata share to the payment of such taxes and assessments based upon the number of Units which he owns at the time the taxes fall due.

It is impossible to determine with any degree of accuracy at this date the amount of real property taxes and/or assessments which may be levied in subsequent years, since such taxes are a function of both property values and tax rates which may either rise or fall in response to inflation levels, community needs and other factors beyond the Developer's control.

XIV.

ROADS AND EASEMENTS

The private drives which pass through the Project are General Common Elements of the Project and must be cleared, maintained and repaired as needed by the Association, so that these expenses will ultimately be paid by the Co-owners as part of their annual assessment fees. The drives are gravel and will require some routine maintenance on a periodic basis, although it is impossible to estimate just how much maintenance may be required in any given year as the life expectancy of the drives will vary depending upon the type of use, weather conditions and degree of maintenance provided.

The Condominium Premises will also be subject to a number of easements and reserved occupancy rights. The Master Deed describes certain reciprocal easements granted to Co-owners and to the Association. There may also be easements relating to drainage and utilities which will be described in each title insurance commitment and title insurance policy furnished to buyers.

The Condominium is also subject to a number of other easements, including certain easements for ingress and egress, drainage, utilities, walkways and other purposes as more fully described in the Master Deed. Certain of the units may be subject to a storm water retention and drainage easement over which area the Co-owners of the affected Units have limited rights.

Until sale of all the Units described in the Master Deed has been completed, the Developer has also reserved the right to unrestricted use of all drives, walkways and recreational facilities of the Condominium, and easements to utilize, tap, tie into, extend and/or enlarge all utility mains located on Association property without the payment of any fee or other charge except for the

reasonable cost to the Association of work performed, utilities consumed and/or maintenance necessitated as a direct result of the Developer's use.

Representatives of the Association are entitled to enter a Unit in the case of an emergency or to make necessary repairs to common elements. While such an entry may cause inconvenience, it is necessary to the well-being of all the co-owners. In an emergency threatening residents or their property, representatives of the Association may enter into a residence located within any unit to alleviate the threat of harm.

XV.

CO-OWNER LIABILITY

It is possible for some Unit Co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other Unit Co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the Unit Co-owners, including the first mortgagee, in accordance with the percentages of value in the Master Deed. Section 58 of the Michigan Condominium Act provides that if the holder of a first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectable from all Unit Co-owners, including the holder of the first mortgage who has obtained title to the unit through foreclosure.

XVI.

SEWER AND WATER FACILITIES

The Project will be served by a general common element private water well system, and each purchaser of a Unit will be required to hook up to the water system at his expense.

The Project will be served by a general common element private sewage/septic system, and each purchaser of a Unit will be required to hook up to the system at his expense.

XVII.

FLOOD PLAIN DATA

The Grand River Landing Project lies within the 100-year flood plain of the Grand River, as shown on the Condominium Subdivision Plan attached as Exhibit B to the Master Deed. This means that all portions of the Project have a one percent chance of flooding in any given year. Since no permanent structures have been or will be constructed in the flood plain area, the Developer believes that no moveable recreational unit will be in danger of being damaged by flooding from any storm with a recurrence interval of 100 years.

XVIII

ARBITRATION

A purchaser of a Unit may elect to arbitrate a dispute with the Developer if the amount claimed by the purchaser is less than \$2,500. The exact arbitration provision is in the Standard Terms and Conditions section of the Purchase Agreement, as required by the Act, as amended. The Act also permits the Association to elect to arbitrate any dispute with the Developer concerning the Common Elements of the Condominium if the amount claimed by the Association is no more than \$10,000.

XIX

DEVELOPER

Sally and Thomas Van Oflen are the principals of Western Michigan Boaters and Campers, Inc., (d/b/a Grand River Landing, Inc.), the Developer. This is the first condominium project in which the Developer has been involved. The principals of the Developer have owned and operated the Grand River Landing property as a licensed campground under the Campground Rules for more than 16 years.

XX.

NO REAL ESTATE BROKER

Initially, there will not be a Real Estate Broker involved in the sale of the Condominium Units. The Developer may retain a Broker to assist with sales in 2017.

XXI.

FINANCIAL ARRANGEMENTS

Purchasers will be responsible for arranging their own permanent financing for their Units through any lender they select. Provided, however, the Developer may sell Units on a land contract basis on acceptable terms to purchasers who qualify for the Developer's financial requirements.

XXII.

LEGAL MATTERS

There are no pending proceedings, either legal or administrative, which involve either the Project or the Developer, and the Developer has no knowledge as to any such proceedings which have been threatened.

Scholten Fant, a professional corporation, has served as legal counsel in connection with the preparation of this Disclosure Statement and other Condominium documents. Legal counsel has not passed upon the accuracy of the factual matters contained in those documents.

SINCE NO SUMMARY SUCH AS THE ONE CONTAINED IN THIS DISCLOSURE STATEMENT CAN FULLY STATE ALL OF THE DETAILS OF A CONDOMINIUM DEVELOPMENT OR OF THIS PROJECT, EACH PURCHASER IS URGED TO CAREFULLY REVIEW ALL OF THE CONDOMINIUM DOCUMENTS FOR THE PROJECT. ANY PURCHASER HAVING QUESTIONS PERTAINING TO THE LEGAL ASPECTS OF THE PROJECT IS ADVISED TO CONSULT HIS OWN LAWYER OR OTHER PROFESSIONAL ADVISER.

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FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
05/01/2017 AT 3:30 PM
MASTER DEED 40.00

MASTER DEED

for

GRAND RIVER LANDING

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

Ottawa County Condominium Subdivision Plan No. 623

- (1) Master Deed for Grand River Landing, a condominium project.
- (2) Exhibit A to Master Deed: Bylaws of Grand River Landing, as required by Act 59, Public Acts of 1978, as amended.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for Grand River Landing, as required by Act 59, P.A. 1978, as amended.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

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

This Instrument Drafted by:

Mark A. Kleist, Esq.
SCHOLTEN FANT
100 North Third Street
P.O. Box 454
Grand Haven, MI 49417-0454

MASTER DEED

for

GRAND RIVER LANDING

WESTERN MICHIGAN BOATERS & CAMPERS, INC., d/b/a/ GRAND RIVER LANDING, INC., a Michigan corporation, of 15101 120th Ave, Nunica, Michigan 49448 (the "Developer") has executed this MASTER DEED as of April 13, 2017, pursuant to the provisions of the Michigan Condominium Act, as amended.

Recitals:

A. The Developer desires to establish the real property described in Article III below, and all appurtenances to it, together with all improvements at any time located upon that property, as a recreational unit campground condominium project under the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish this purpose.

ARTICLE I

DEFINITIONS

When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

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

(b) "Association" or "Association of Co-Owners" means Grand River Landing Condominium Association, a nonprofit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the

Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

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

(d) "Common Elements," where used without modification, means both the General and Limited Common Elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A attached hereto, the Bylaws for the Condominium Project, which set forth the substantive rights and obligations of the Co-Owners.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws, and other Association documents, and rules and regulations of the Association and any other document referred to herein.

(g) "Condominium Premises" means and includes the land described in Article III hereof and all easements, rights and appurtenances belonging to the Condominium Project, as described below.

(h) "Condominium Project" or "Condominium" or "Project" means Grand River Landing, which is a recreational unit campground condominium project established pursuant to the Act.

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

(j) "Condominium Unit" or "Unit" means that portion of the Condominium Project designed and intended for separate ownership and recreational use, as described in this Master Deed and on Exhibit B hereto.

(k) "Co-owner," "Owner" or "Member" each means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns legal or equitable title to a Condominium Unit (including land contract vendees not in default under the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.

(l) "Developer" means Western Michigan Boaters & Campers, Inc., d/b/a Grand River Landing, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(m) "Development and Sales Period" means the period continuing for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit which was previously conveyed by Developer and then repurchased by Developer.

(n) "General Common Elements" means those common elements of the Project described in Article V(A) hereof which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation of such elements.

(o) "Limited Common Elements" means those common elements of the Project described in Article V(B) hereof which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) "Master Deed" means this Master Deed, including Exhibits A and B hereto, which are incorporated by reference and made a part hereof, by which the Project is submitted to condominium ownership.

(q) "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) "Recreational Unit" means a vehicular-type structure primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle which is self-powered, excluding a "pop-up" trailer or a tent, as otherwise defined in Section 12501 of the Michigan Public Health Code (Act 368, P.A. 1978) as amended.

(s) "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 Developers exceed the votes which may be cast by the Developers.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, it shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE II

DEDICATION

By executing and recording this Master Deed, the Developer establishes Grand River Landing as a recreational campground condominium project under the Act. Once established, the Condominium Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized, subject to (i) the provisions of this Master Deed, and (ii) the Act. The provisions of this Master Deed shall run with the land included in the Condominium Project and bind the Developer, and all persons acquiring or owning an interest in the Condominium Project, or in the real estate dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and

personal representatives. The remainder of this Master Deed has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE III

LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established hereby is legally described as follows:

Property situated in the Township of Crockery, County of Ottawa, State of Michigan, described as follows:

That part of the Northeast 1/4 of Section 33, Town 08 North, Range 15 West, Crockery Township, Ottawa County, Michigan described as: Commencing at the Northeast corner of Section 33, then along the East line of the Northeast 1/4 of Section 33, South 00 degrees 00 minutes 00 seconds East 1104.70 feet to the point of beginning of this description; then continuing along the East line of the Northeast 1/4 of Section 33, South 00 degrees 00 minutes 00 seconds East 205.00 feet to an intermediate traverse line; the next four calls are along said intermediate traverse line, then South 86 degrees 09 minutes 30 seconds West 95.24 feet; then South 79 degrees 53 minutes 11 seconds West 431.33 feet; then South 83 degrees 34 minutes 11 seconds West 212.39 feet; then North 88 degrees 38 minutes 12 seconds West 218.07 feet; then parallel with the East line of the Northeast 1/4 of Section 33, North 00 degrees 00 minutes 00 seconds West 256.00 feet; then North 87 degrees 00 minutes 00 seconds East 950.00 feet to the point of beginning. Together with all lands lying between the intermediate traverse line and the shore of the Grand River, bounded by the Southerly extension of the East and West condominium boundary lines to the shore of the Grand River. Subject to the right of way of 120th Avenue over the East 33.00 feet thereof, ALSO subject to easements and restriction apparent and of record.

Together with and subject to easements, restrictions, and governmental limitations of record, and easements set forth on the Condominium Subdivision Plan attached as Exhibit B or as declared and reserved in Article VII, below.

10.04.33.200.003
Ottawa County Treasurer's Office 5.1.17. The records in my office show no unpaid taxes or special assessments for the five tax years of 2016 and prior involving lands in this instrument. This does not include taxes owed as a result of Board of Reviews, PRE Denials or Tax Tribunal Judgments.
Bradley J. Slagh, Treasurer **KS**

ARTICLE IV

TITLE AND NATURE

The Condominium Project is a senior (plus 55) recreational campsite condominium and shall be known as Grand River Landing, Ottawa County Subdivision Plan No. 623. Such engineering plans and specifications as may exist for the Condominium Project will be filed with Crockery Township, Ottawa County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each Unit, are set forth in the Condominium Subdivision Plan. The Condominium Project initially contains 24 individual units to

be used as recreational unit campsites; the Project may be increased to 26 units as set forth elsewhere in this Master Deed. Each unit has been designed and is intended for separate ownership and use as a campsite for recreational unit camping, as evidenced by each unit having direct access to a common element of the Condominium Project. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his Unit, shall have the right to use and enjoy the Limited Common elements appurtenant to his Unit and shall have undivided and inseparable rights to share with other Co-Owners the use and enjoyment of the General Common elements. Each Unit must have a Co-owner or occupant who is at least 55 years of age and all occupants of a Unit must be at least 40 years of age.

ARTICLE V

COMMON ELEMENTS

A. General Common Elements. The General Common elements are:

(1) The real property described in Article III hereof, excluding those portions described as Limited Common elements in Section B below or located within the boundaries of any Condominium Unit as described in Article VI.A hereof and shown on Exhibit B hereto, but including easement interests of the Condominium in the property within the boundaries of any Unit or in property adjoining the Condominium;

(2) All roads and utilities as indicated on the Condominium Subdivision Plan, including the roads, private drives, walkways, trees, lawns, shrubs and other surface improvements not identified as Limited Common Elements and not located within the perimeters of a Condominium Unit;

(3) The electrical, telephone and/or telecommunications wiring networks throughout the Project, up to and including, each pedestal/stub located within or adjacent to a Condominium Unit;

(4) The water well and distribution system throughout the Project, up to and including each water connection located within or adjacent to a Condominium Unit;

(5) The septic tanks, drain fields and other components of the sanitary sewer system throughout the Project up to and including the point of lateral connection for service to a Unit located within or adjacent to a Condominium Unit;

(6) The service/community recreational building, deck and service fixtures contained in the building;

(7) Exterior lighting necessary to or intended for the safety of the drive and parking areas and grounds;

(8) Signs for the Condominium or the drives;

(9) The common mailbox system for use by all Co-owners of Units;

(10) The permanent open space areas as shown on Exhibit B attached;

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

Some or all of the utility lines, systems and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest. Each Co-Owner will be responsible for connecting the utilities for his Unit to the distribution lines lying within the Common Elements, at his sole expense.

B. Limited Common Elements. The Limited Common Elements are those common elements limited in use to the owners of the Unit or Units they abut or to which they appertain, as follows:

(1) The lines pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone and/or other utilities to or from a Recreational Unit, from the point of lateral connection with a General Common Element of the Project or a utility line or system owned by the local public authority or company providing the service;

(2) The shoreline and riprap located at the water's edge of a Unit and any dock located thereon by the Unit Owner of the Unit to which the shoreline area is an appurtenant Limited Common Element as set forth on the Condominium Subdivision Plan attached hereto as Exhibit B:

(3) The land located within Unit boundaries, from and below the surface thereof, including any utility or supporting lines located therein installed by the Co-Owner of the Unit.

C. Upkeep of Common Elements. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(1) The responsibility for, and the costs of maintenance, repair and replacement of the Limited Common Elements described in Article V.B.(1) and (3) shall be borne by the Co-owner of the Unit or Units to which such Limited Common Elements are appurtenant;

(2) Unit Owners shall also be responsible for the decoration, maintenance, repair and replacement of all Recreational Units, and of any permitted lawn, shrub, planting, awning, porch, deck, patio, walk, cement pad, utility buildings, parking area or other improvements located within the perimeters of a Condominium Unit; provided, however, that the exterior appearance of all structures, improvements and yards areas, to the extent visible from any other Unit or 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; and any such structures and improvements shall be designed and constructed to withstand a 100 year flood without material damage, material obstruction of the flood plain and detriment to other Units and properties. Absent prior Association approval, all Recreational Units (including add-ons), utility buildings, carports, decks, porches, patios and other living areas shall be maintained in a "like new" condition.

(3) The cost of maintenance, decoration, repair and replacement of all General Common Elements, and the cost of maintenance of the riprap and shoreline which are Limited Common Elements of Units pursuant to Article V.B.(2) above, shall be borne by the Association, except to the extent of repair and replacement which is due to the act or neglect of a Co-Owner or his agent, invitee, family member or pet; provided, that if any Unit Owner shall obtain permission from the Association to construct or install any improvements to his Unit or to 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, at the option of the Association, may be specially assessed against such Unit or Units.

(4) While it is intended that each Co-Owner will be solely responsible for the performance and cost of the maintenance, repair and replacement of the Recreational Unit and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a co-owner may fail to properly maintain the exterior of his Recreational Unit or any limited common element appurtenant thereto in a "like new" condition and in accordance with the standards set forth by the Association. In the event a Co-Owner fails, as required by this Master Deed, the Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit or any improvement or appurtenance located therein or any limited common element appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period), shall have the right, but not the obligation, to undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to 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).

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 time. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by 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 Bylaws. The lien for non-payment shall attach to any such charges as in cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

D. Residual Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a Unit, or any improvement or property located within the boundaries of the Unit, caused by the repair, replacement or maintenance activities of the Association with respect to those Common Elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Roads and Drives. In accordance with the Crockery Township Zoning Ordinance, during all periods when the Condominium Units are available for occupancy, the private road serving the Condominium Units shall be improved, maintained, repaired and snowplowed so as to insure that the private road is safe for travel and so that suitable access is provided for emergency vehicles. The Association and the Unit Owners shall be jointly and severally liable and responsible for maintaining the entire length of the private road and to maintain the same in full compliance with all applicable Crockery Township ordinance requirements.

F. Use of Units and Common Elements. No Co-Owner shall use his unit or the common elements in any manner (i) inconsistent with the purposes of the Condominium Project or (ii) which will unreasonably interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the Common Elements.

G. Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned 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 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.

H. 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 are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without 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 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.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGES OF VALUE

A. Description. A description of each unit is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space, structures, improvements, and facilities within the Unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any General Common Elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each Unit have been calculated and surveyed by Milanowski & Englert Engineering & Surveying, Inc. of Grand Haven, Michigan.

B. Percentages of Value. The total value of the project is 100 percent (100%). All units are hereby assigned an equal percentage of value. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative size and allocable expenses of maintenance for each Unit and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned.

A unit's Percentage of Value shall be determinative of the value of its vote at certain meetings of the Association of Co-Owners and of its undivided interest in the General Common Elements.

C. Subdivision of Unit 22. Unit 22 may be subdivided into two Units as provided in Section 49 of the Act and in accordance with the limitations and restrictions set forth in this Master Deed. If the Co-Owner of the Unit including the Developer desires to subdivide the Unit, then the Association or the Developer if the Unit to be subdivided is owned by the Developer shall, upon written application of the Co-Owner, or the Developer, if the Developer owns the Unit, execute an amendment to the Master Deed duly subdividing the Unit. Any such amendment shall assign new identifying numbers to the new units created by the subdivision and shall allocate to the new Units, on a reasonable basis, all of the undivided interest in the Common Elements pertaining to the subdivided Unit. The new units shall jointly share all rights and shall be equally liable, jointly and severally, for all obligations with regard to any Limited Common Elements assigned to the subdivided Unit, if any, except that the amendment may provide that portions of any Limited Common Elements assigned to the subdivided Unit exclusively are assigned to either or both of the new Units. The amendment to the Master Deed subdividing the Unit, shall allocate to each of the new units an equal Percentage of Value as is allocated to all Units and shall reallocate to all Units a reduced percentage allocation of the liability for expenses of administration and rights to receipts of administration.

D. Future Expansion Area. The Project established by this Master Deed is an expandable condominium under the Act. One (1) additional Unit may be established on all or some portion of the contiguous land designated as the expansion area (the "Future Expansion Area"), which is legally described as follows:

That part of the Northeast 1/4 of Section 33, Town 08 North, Range 15 West, Crockery Township, Ottawa County, Michigan described as: Commencing at the Northeast corner of Section 33, then along the East line of the Northeast 1/4 of Section 33, South 00 degrees 00 minutes 00 seconds East 1104.70 feet; then South 87 degrees 00 minutes 00 seconds West 950.00 feet to the point of beginning of this description; then parallel with the East line of the Northeast 1/4 of Section 33, South 00 degrees 00 minutes 00 seconds East 256.00 feet to an intermediate traverse line;

then along said intermediate traverse line, North 90 degrees 00 minutes 00 seconds West 83.33 feet to the Easterly right of way line of Highway M-231; the next two calls are along the Easterly right of way line of Highway M-231, then along a curve to the right 130.25 feet, said curve has a radius of 7,900.00 feet a delta of 00 degrees 56 minutes 41 seconds and a chord which bears North 15 degrees 57 minutes 22 seconds East 130.25 feet; then North 16 degrees 25 minutes 43 seconds East 135.84 feet; then North 87 degrees 00 minutes 00 seconds East 9.12 feet to the point of beginning. Together with all lands lying between the intermediate traverse line and the shore of the Grand River, bounded on the East by the Southerly extension of the East described boundary line to the shore of the Grand River and bounded on the West by the Easterly right of way line of Highway M-231. Subject to easements, restrictions and right of ways apparent and of record.

part of 70.04.33.200.033

(1) Addition of Unit. 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 years after the initial recording of the Master Deed be increased by the addition of all or any portion of the Expansion Area and the establishment of one Unit in that area. Developer will determine the nature, location, size and dimensions of the Unit and other improvements to be located within the Expansion Area in its sole discretion. No Unit will be created within any part of the Expansion Area that is added to the Condominium that is not restricted exclusively to campground residential use.

(2) Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area.

(3) Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment to the Master Deed, which will not require the consent or approval of any Co-owner, mortgagee, or other interested person. Any Amendment will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Article VI B. above to preserve a total value of 100 percent for the entire Project. An amendment to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section.

ARTICLE VII

EASEMENTS

A. Easements for Encroachments, Maintenance and Related Matters. If all or any portion of a Common Element encroaches upon a Unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under and across the Condominium Premises, including all Units, for the maintenance, repair or replacement of Common Elements, for which the Association may be responsible. Perpetual easements shall also exist to, through, over, under and across the Common Elements and the Condominium Premises for the installation, inspection, maintenance, repair and replacement by the responsible governmental entity or utility company of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power and communications. The Association may grant easements, licenses and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for connecting a unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any Unit available for sale.

B. Easements Retained by Developer.

(1) Easements. Until the sale of all Units has been completed, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of the Common Elements now or hereafter located in the Condominium Project for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, and (ii) any other land in the vicinity of the Condominium Project now owned, used by or acquired by the Developer, (b) complying with any governmental regulation, or installing and servicing the roads and utilities, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, or (c) for any other lawful purpose.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

(3) Hook-Up of Utilities. The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described in Article III hereof to service all or any portion of the Condominium Premises, or any other property in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer.

C. Easements to Be Clear. No structures will be erected within any Unit which will interfere with the easement rights provided above. Any structures, fences, paving or plantings which interfere with the easement purpose or the rights of ingress and egress provided above may be

removed as necessary when installing or servicing the utilities, and neither Developer nor the Association will have liability for such removal.

D. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

E. Easement of Record. The Condominium Premises are affected by easements of record. Without limiting the generality of the foregoing, the Condominium Premises are burdened and benefited by the easements which are shown on the Condominium Subdivision Plan attached hereto as Exhibit B.

F. Financial Support of Easements. The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Condominium Project, regardless of the rights of any others to utilize the easements.

ARTICLE VIII

ALTERATIONS

A. Boundary Relocations.

(1) As long as the Developer holds any Unit available for sale in the Condominium Project, it may, in its discretion, modify the dimensions of any such Unit or Units, or the general common elements, and any limited common element appurtenant to such Unit or Units, by enlargement, combination, division, or relocation of boundaries between Units, even if such action will result in the elimination of a unit from the Condominium Project. However, no modifications may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit owned by a non-Developer Co-Owner which adjoins or is proximate to the modified Unit. All space in the Condominium Project, since it is or could be affected by such a modification, is hereby designated as "convertible area," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a Unit, general common elements or limited common elements, or any combination of these and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person.

(2) If non-Developer Co-Owners owning adjoining Units, or a non-Developer Co-Owner and Developer owning adjoining Units, desire to relocate the boundaries between those Units, then the Board of Directors of the Association shall, upon written application of the Co-Owners,

accompanied by the written approval of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

B. Master Deed Amendment. No Unit modified in accordance with the provisions of this Article shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer or Association may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives recognition to such Unit or common element modifications and the method of determination of percentages of value for the Condominium Project described in Article VI.B above. All the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be considered to have unanimously consented to an amendment or amendments to this Master Deed to effectuate the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each Unit if there is a change in the number of Units. All such interested persons irrevocably appoint Developer and the Association as their agent and attorney for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

ARTICLE IX

AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B, or any other Condominium Document, be amended, except as follows, or as provided in the Condominium Document sought to be amended.

A. Methods and Conditions.

(1) The Condominium Documents may be amended without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. Whether an amendment “substantially alters or changes the rights of any Co-Owner or mortgagee” shall be determined by the Developer during the Development and Sales Period, or by the Board of the Association, following the Development and Sales Period. The determination of the Developer or the Board, as applicable, shall be deemed conclusive and binding. The Developer, for itself and for the Association of Co-Owners (and the Board, to the extent permitted by the Condominium or Association Bylaws), hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments which do not materially alter or change the rights of a Co-Owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold Units and their appurtenant common elements, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase of insurance for such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

(2) This Master Deed, the Condominium Bylaws (subject to the restrictions set forth in Article ___ thereof), and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-Owners or mortgagees, either pursuant to subsection (7) below or by an affirmative vote of three-quarters (3/4) of the votes of the Co-Owners and three-quarters (3/4) of the first mortgagees. A Co-Owner will have one vote for each Unit owned, including, as to the Developer, all Units created by the Master Deed but not yet conveyed. A mortgagee shall have one vote for each first mortgage held. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents.

(3) The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's condominium Unit dimensions or appurtenant limited common elements, if any, may not be modified without the Co-Owner's consent.

(4) In no case, unless (i) all first mortgagees, (ii) all Co-Owners (other than the Developer), and (iii) the Developer (if at the time it owns any Units) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Condominium Project.

(5) The restrictions contained in this Article IX on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

(6) Co-Owners and mortgagees of record shall be notified in writing at their addresses reflected on the Condominium records of proposed amendments not less than ten (10) days before the amendment is recorded.

(7) Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and

(g) To make alterations described in Article VIII above, even if the number of Units in the Condominium Project would thereby be reduced.

Amendments of the type described in this subsection (7) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(8) The rights reserved to Developer in this Master Deed or in the Condominium Bylaws attached hereto as Exhibit A may not be amended except by or with the consent of the Developer.

B. Recording.

(1) An amendment to this Master Deed shall not be effective until the amendment is recorded.

(2) A copy of the recorded amendment shall be delivered to each Co-Owner.

C. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-Owners, based upon the Advisory Committee's decision or based upon Article XI, Section 4, of the Condominium Bylaws, the cost of which shall be considered expenses of administration.

D. Township Approval of Changes. Any amendments which propose changes to the final Site Condominium Project Plan as approved by Crockery Township shall only be authorized upon and require the approval of the Township through the review and approval process as provided by ordinance for the original review and approval of preliminary and final plans.

ARTICLE XI

CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan and of the United States, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

WESTERN MICHIGAN BOATERS & CAMPERS, INC., (d/b/a GRAND RIVER LANDING, INC.), a Michigan corporation

Thomas J. Van Ofen
By: Thomas Van Ofen
Its: President

STATE OF FLORIDA)
) ss.
COUNTY OF De Soto)

The foregoing instrument was acknowledged in De Soto County, Florida, before me, a Notary Public, this 13 day of April, 2017, by Thomas Van Ofen, as President of Western Michigan Boaters & Campers, Inc., d/b/a Grand River Landing, Inc., a Michigan corporation, on behalf of the Company.



Gail Leigh Varner
_____, Notary Public
_____, County, FL
Acting in _____ County, FL
My Commission expires: _____

Prepared by and after recording return to:
Mark A. Kleist, Esq.
SCHOLTEN FANT
100 North Third Street
Grand Haven, MI 49417
(616) 842-3030



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EXHIBIT A TO MASTER DEED

CONDOMINIUM BYLAWS

OF

GRAND RIVER LANDING

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Organization. GRAND RIVER LANDING, a senior (plus 55) recreational unit campground site condominium project with 24 condominium units (the "Units") located in Crockery Township, Ottawa County, Michigan, (the "Condominium" or "Project"), shall be administered by an association of co-owners (the "Association") which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed and Bylaws of the Condominium, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan.

Section 2. Compliance. All present and future co-owners, mortgagees, lessees and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any unit in the Condominium, shall be subject to and comply with the provisions of the Michigan Condominium Act (Act 59, of the Public Acts of 1978, as amended), and the Condominium Documents pertaining to the use and operation of and the property of the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease or the act of occupancy of a Unit, or presence, in the Condominium shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Membership. Each Co-owner of a Unit in the Condominium, present and future, shall be a member of the Association during the term of ownership, and no other person or entity shall be entitled to membership. Membership in the Association and the share of a member in the funds and assets of the Association may only be assigned, pledged or transferred as an appurtenance to a Unit in the Condominium.

Section 2. Voting Rights. Except as otherwise provided in the Master Deed and in these Bylaws, the Co-owners of a Unit shall be entitled for each Unit owned to one vote when voting by

number and one vote, the value of which shall equal the total percentage assigned to the Unit or Units owned by them in Article VI.B of the Master Deed, when voting by value. Voting when required or permitted herein, or elsewhere in the Condominium Documents, shall be by number, except in those instances where voting is specifically required to be both in value and in number, and no cumulation of votes shall be permitted.

Section 3. Persons Entitled to Vote. For each Unit, the co-owners shall file a written certificate signed by all Co-owners of record designating one individual representative entitled to cast the vote for the unit and to receive all notices and other communications from the Association. The certificate shall be signed by all the record owners of the unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, corporation, trust or other legal entity who is the co-owner thereof. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast (i) in person, (ii) any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, phone, fax or email, as provided in the Association Bylaws, or by written proxy (either specifically on an issue or by the general designation of a person to cast a vote). Proxies shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of the members at which a quorum is present, fifty-one percent (51%) in value of the Co-owners voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed, or by law.

ARTICLE III

MEETINGS AND QUORUM

Section 1. First Meeting of Members. The first meeting of the members of the Association may be convened only by the Developer or Board of Directors and may be called at any time upon ten (10) days' written notice to all members. The first meeting shall be held no later than (a) 120 days after legal or equitable title to 25% of the Condominium Units that may be created have been conveyed to non-Developer Co-owners; or (b) 54 months after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer co-owner, whichever first occurs. The Board of Directors may call meetings of members of the Association for informational or other appropriate purposes before the first meeting of members, but no such meeting shall be construed as the first meeting of members. Before the first annual meeting, the Developer shall appoint all directors.

Section 2. Advisory Committee. The Developer shall establish an Advisory Committee of non-Developer members (a) 120 days after the legal or equitable title to 25% of the Condominium Units that may be created has been conveyed to non-Developer co-owners; or (b) 1 year after the

initial conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors from time to time to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The Advisory Committee shall be composed of up to 3 non-Developer members, who shall be appointed from time to time by the Developer in any manner it selects, and who shall serve at the pleasure of the Developer. The Advisory Committee shall automatically dissolve at the Transitional Control Date. Reasonable notice of the meetings shall be provided to all members of the Advisory Committee.

Section 3. Annual Meetings of Members. Following the first meeting of members, an annual meeting of the members shall be held each year at the time and place specified in the Association Bylaws. At least 10 days before the date of an annual meeting, written notice of the time, place and agenda of the meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting; provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these By-Laws or to other Condominium Documents.

Section 2. Special Meetings of Members. After the Transitional Control Date, it shall be the duty of the President to call a special meeting of the co-owners upon a petition signed by (25%, in number, of the Co-owners and presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and purposes thereof and shall be given at least ten (10) days before the date of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Quorum of Members. Unless otherwise provided herein, the presence, in person or by proxy, of a majority in number of the Co-owners entitled to vote shall constitute a quorum of members. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than thirty (30) days.

Section 4. Composition of Board. Until the initial meeting of members as provided in Article III Section 1 above, the Directors designated by the Developer, or their appointed successors, shall serve. The entire Board of Directors shall be elected or appointed at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors, in the following manner: Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 Director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners- of 75% of the Units that may be created, and before conveyance of 90% of such units, the non-developer Co-owners shall elect all Directors on the Board except that the Developer shall have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, if title to not less than 75% of

the Units that may be created has not been conveyed, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established herein. Application of this provision does not require a change in the size of the Board as set forth in the corporate by-laws.

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

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected and to serve in the manner set forth in the Association Bylaws; provided that until the initial meeting of members as provided in Article III, Section 1, hereof, the Directors designated by the Developer, or their appointed successors, shall serve. The entire Board of Directors shall be elected or appointed at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors. A Board of Directors elected pursuant to these provisions shall serve until the earlier of the next annual meeting of the Association or such time as it has been replaced in accordance with the provisions of these Condominium Bylaws and the Association Bylaws.

Section 2. Powers and Duties. The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Co-owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the following:

(a) To manage and administer the affairs of and to maintain the Condominium, and to care for, improve and maintain the Common Elements;

(b) To develop an annual budget, determine, levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings when, in the judgment of the Directors, appropriate;

(c) Employment and dismissal of personnel as necessary for the efficient management and operation of the Condominium property;

(d) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required therefor;

(e) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting co-owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce regulations by all legal methods, including, but not limited to, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments shall be furnished to all members and shall become effective 15 days after mailing or delivery to the designated voting representative, as provided for in Article II, Section 3 above, of each member, and any regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than 50% of all Co-owners in number and in value, except that the members may not revoke any regulation or amendment before the first meeting of the Association;

(f) Obtaining insurance for Condominium property, the premiums of which shall be an expense of administration;

(g) Granting easements and licenses for the use of portions of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Make 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, upon written notice to all Co-owners, instituting actions on behalf of and against any Co-owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents.

(l) To enforce the provisions of the Condominium Documents, as amended from time to time, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Section 3. Managing Agent. The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. Before the transitional control date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than 3 years or which is not terminable by the Association upon the Transitional Control Date or within 90 days thereafter and upon 30 days' written notice for cause. Upon the transitional control date, or within 90 days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates.

Section 4. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to affairs of the Association not inconsistent herewith. Officers may be compensated, but only after the affirmative vote of two-thirds (2/3) of the members.

Section 5. Actions Before First Meeting. Subject to the provisions of Section 3 of this Article IV, all the actions (including without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by the Developer, or their appointed successors, before the first 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 duly elected by the members of the Association at the first or any later meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases where he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or

not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided, that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall not be exclusive and shall be in addition to all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days before making the payment.

ARTICLE V

OPERATION OF THE CONDOMINIUM

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as Expenses of Administration, as defined in Section 4 below.

Section 2. Costs and Receipts to Be Common. All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the common elements or the administration of the Condominium shall be Expenses of Administration. All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the general common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. The books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association of co-owners and shall be open for inspection by the co-owners and their mortgagees during reasonable working hours on normal working days at a place to be designated by the Association. The books of account shall be reviewed at least annually and audited at such times as required by the Board of Directors by qualified independent accountants. The accountants need not be certified public accountants. The cost of the review or audit, and all accounting expenses, shall be Expenses of Administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall, upon request, be entitled to receive a copy of the accountant's report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each co-owner a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Assessments. The Board shall establish an annual budget in advance for each fiscal year for the Condominium. The budget shall contain a statement of the estimated funds

required to defray the "Expenses of Administration" for the forthcoming year, which shall mean all items specifically defined as such in these Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may consider proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. Each purchaser of a unit in the Condominium is required to pay the Association an amount equal to 20% of the regular annual assessment as a nonrefundable working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the limited common elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all co-owners in accordance with the percentage of value allocated to each unit by the Master Deed without increase or decrease for the existence of any rights to the use of the common elements.

The Board shall advise each non-Developer 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, although failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any co-owner for any existing or future assessments. All assessments levied in accordance with the foregoing provisions of this Section 4 shall be payable by the non-Developer co-owners in an annual payment on or before June 1st of each year, commencing with acquisition of legal or equitable title to a unit by any means. The Board may, in its sole discretion, elect to collect the regular assessments on a quarterly basis. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing common elements, (3) to provide additions to the general common elements not exceeding Five Thousand and 00/100 Dollars (\$5,000.00) annually, or (4) to provide for emergencies, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall consider necessary. Such assessments shall be payable when and as the Board shall determine.

Any sums owed to the Association by any individual Co-owner may be assessed to and collected from the responsible Co-owner as an addition to the regular assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the Co-owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the General Common Elements at a cost exceeding \$5,000.00 dollars per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments as described in Section 6 hereof, and (3) assessments for

any other appropriate purpose not described elsewhere herein. Special assessments referred to in this Section 5 (but not including assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without first being approved by two-thirds (2/3) of all members in value and in number, which approval shall be granted only by a vote of the co-owners taken at a meeting of the co-owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members and will not be enforceable by any creditors of the Association or its members.

Section 6. Collection of Assessments. When used in this Section 6 and Section 12 below, and wherever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular annual and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any co-owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each Co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his Unit during the time that he is the owner thereof. If any Co-owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for the payment. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first mortgagee of record; provided, however, that if such default is not cured within 60 days, the Association shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first mortgagee of a unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of arrearage to any person occupying his Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the Unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Co-owner, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, shall be considered to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as they may be amended from time to time, are incorporated herein by reference for

the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. **THE ASSOCIATION IS HEREBY GRANTED WHAT IS COMMONLY KNOWN AS A "POWER OF SALE."** Further, each Co-owner and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be considered to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. **EACH CO-OWNER ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO HIS UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND A HEARING ON SUCH FORECLOSURE BEFORE THE SALE OF THE SUBJECT UNIT.**

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after the mailing of a written notice that an assessment, or any part thereof, levied against his Unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. The notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent Co-owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in the certificate or at his last known address. The written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject unit, and (v) the name of the Co-owner of record. The affidavit shall be recorded in the Office of the Register of Deeds for Ottawa County before the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice as provided above.

If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under him, and each co-owner hereby consents to the appointment of such a receiver. The Association may purchase a Unit at any foreclosure sale.

If the holder of a first mortgage on a Unit in the Condominium obtains title to the Unit as a result of foreclosure of the mortgage, deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the Unit which became due before the acquisition of title to the Unit by that person; provided, however, that those unpaid

assessments shall be considered common expenses collectible from all the Unit owners including that person, its successors and assigns, and that all assessments chargeable to the Unit after the acquisition of title shall be the responsibility of that person as provided above with respect to all co-owners.

Section 7. Obligations of the Developer. The Developer will maintain the Units it owns and pay a pro rata share of the expenses of road and common area maintenance. Provided, that if a Unit owned by the Developer is leased or otherwise occupied for all or part of the rental season in any year by a person holding under or through the Developer, the Developer shall pay the regular annual assessment with respect to such Unit.

Section 8. Access; Maintenance and Repair. The Association or its agent shall have access to each Unit, except any residence constructed thereon, from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the general common elements located therein or accessible therefrom. The Association or its agent shall also have access to each Unit, including any residence located thereon, at all times without notice for making emergency repairs necessary to prevent damage to other Units, the common elements, or both.

Each co-owner shall repair, replace, decorate and maintain his Unit and any Limited Common Elements appurtenant thereto in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the Common Elements or any improvements located on or within a Common Element which is appurtenant to or which may affect any other Unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his guests, agents or invitees, unless those damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility. (If full reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Co-owner shall bear the expense to the extent of the deductible amount, regardless of any contrary provisions in these Bylaws.)

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, inclusive, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. After the year in which the Condominium is established, all governmental special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and governmental special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 13 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the owner thereof shall reimburse the Association for his Unit's share of such bill within ten (10) days after he has been tendered a statement therefor.

Section 10. Documents to Be Kept. The Association shall keep current copies of the recorded Master Deed, and all amendments thereto, and other Condominium Documents available at

reasonable hours to Co-owners, mortgagees, prospective purchasers and prospective mortgagees of Units in the Condominium.

Section 11. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a noncumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. The minimum standards required by this Section may prove inadequate for a particular project. The Association of co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special or resulting from unpaid charges. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be considered satisfied; provided, however, that the failure of a purchaser to request such a statement at least 5 days before the closing of the purchase of a Unit shall render any unpaid assessments and the lien securing them fully enforceable against that purchaser and the Unit itself.

ARTICLE VI

INSURANCE; REPAIR OR REPLACEMENT; CONDEMNATION;

CONSTRUCTION LIENS

Section 1. Insurance. The Association shall, to the extent appropriate given the nature of the common elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), worker's compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the Common Elements of the Condominium and the administration of Condominium affairs. The insurance shall be carried and administered in accordance with the following provisions:

(a) The Association shall purchase that insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to obtain insurance coverage for his property located within the boundaries of his Unit or elsewhere in the Condominium, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article VI shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any Co-owner or the Association, and, subject to the provisions of Article

V, Section 8, hereof, the Association and each Co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Co-owner, and vice versa.

(b) The Association may carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(c) Each co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his Recreational Unit and all other improvements constructed or to be constructed, and for his personal property located, within the boundaries of his Condominium Unit or elsewhere in the Condominium Project. Each co-owner will carry that insurance in an amount equal to the maximum insurable replacement value, and evidenced to the Association in a manner acceptable to the Association. Each co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Unit, the Limited Common Elements appurtenant to his Unit. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

(d) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be Expenses of Administration.

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Section 3 of this Article, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium Project unless all the holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Appointment of Association. Each Co-owner, by ownership of a Unit in the Condominium, shall be considered to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the Common Elements. Without limiting the generality of the foregoing, the Association as attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute them to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on

behalf of such Co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a General or Limited Common Element, a Unit or a Recreational Unit or other improvements located within a Unit, the property shall be rebuilt or repaired, unless the Condominium Project is terminated in accordance with the Master Deed.

(b) If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless at least two-thirds (2/3) of the first mortgagees and the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, to a condition as comparable as possible to the condition existing before damage, unless 2/3 of the Co-owners in value and in number and 2/3 of the first mortgagees agree otherwise by a vote or in writing.

(d) If the damage is only to a Unit, to a Recreational Unit, structure or improvement located within a Unit, to a limited common element appurtenant to a Unit, it shall be the responsibility of the Co-owner of the Unit to repair the damage in accordance with subsection (e) hereof. In all other cases, except as provided in subsection (f) hereof, the responsibility for reconstruction and repair shall be that of the Association.

(e) Each co-owner shall be responsible for the reconstruction and repair of his Unit, all structures or improvements, including landscaping, within his Unit, the limited common elements appurtenant to his Unit

(f) Except as otherwise provided herein, the Association shall be responsible for the reconstruction and repair of the General Common Elements, The Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(g) Any proceeds of casualty insurance for which the Association paid the premium, whether received by the Association or a Co-owner, shall be used for the reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during the reconstruction or repair, or upon completion of the reconstruction or repair, the funds for the payment of the

costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Those assessments shall be levied in the same manner as the assessments described in Article V, Section 4, hereof, and shall be payable when and as the Board shall determine.

(h) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete the repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of General Common Elements. Any negotiated settlement shall be subject to the approval of at least 2/3 of the co-owners in number and shall thereupon be binding on all Co-owners.

(b) If an entire Unit is taken by eminent domain, the award for the taking shall be paid to the Association for the benefit of the owner of the Unit and the mortgagee thereof, as their interests may appear. After acceptance of the award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the Common Elements belonging to the Co-owner whose Unit has been taken shall then appertain to the remaining Units, including those restored or reconstructed under the provisions of this Section.

(c) In the event of a partial taking of any Unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the Co-owner of the Unit and his mortgagee, as their interests may appear. The entire undivided interest in the common elements appertaining to that Condominium Unit shall then appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium Unit shall then be a common element.

(d) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to the taking shall be paid to the Association, and the affirmative vote of the Co-owners at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they consider appropriate. If no such affirmative vote is obtained, the condemnation proceeds shall be remitted to the Co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the percentages of value of the remaining co-owners based upon a continuing value of the Condominium of one hundred percent (100%). The 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 thereof by any Co-owners.

(f) If any Unit in the Condominium, or any portion of a Unit, 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 so notify any holder of a first mortgage lien on the affected Unit, if the Association earlier received the notice of mortgage required by Section 1 of Article IX hereof. If the Common Elements or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the Association shall so notify each holder of a first mortgage lien on any of the affected Units, if the Association earlier received the notice of mortgage required by Section 1 of Article IX hereof.

(g) Votes in the Association of Co-owners and liability for future Expenses of Administration appertaining to a Condominium Unit taken or partially taken (but which is not practical to rebuild) by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their relative percentages of value.

Section 5. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or a principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the 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 common elements not contracted by the Association or the Developer.

Section 6. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units, common elements or both.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the Condominium Units, the use of Condominium property shall be subject to the limitations set forth below:

Section 2. Recreational Use. Condominium Units shall be used exclusively for recreational camping purposes and other purposes customarily incidental thereto. No recreational unit other than Park model, Class "A" motorhome, Class "C 11" motorhome, Fifth Wheel or other travel trailer, each of a minimum length of 28 feet, shall be parked or placed within the perimeters of a Condominium Unit without the prior written consent of the Board of Directors, and no tent, truck camper or camping trailer with fold-down or pop-up attachments shall be placed within a Unit or occupied at any time; provided, that Recreational Units which currently occupy campground sites on a seasonal basis will be permitted to occupy condominium campground units with prior approval of the Developer or Association. Park models and park trailers (destination trailers) may be skirted with aluminum or vinyl skirting, and Fifth Wheels with clip-on plastic skirting; and all slide-outs and tip-outs installed on such units may be similarly skirted. Tongues attached to any park model must also be removed or skirted. Occupancy of Units shall be limited to seasonal use during the period from April 1 until October 31 of each year.

Section 3. Age Restrictions. The Condominium is being developed and will be maintained for senior occupants pursuant to the requirements of the federal Fair Housing Act of 1968 and the Housing for Older Persons Act of 1995 (together, the "Housing Acts"). Specifically, Each Unit must have a Co-owner or occupant who is at least 55 years of age and all permanent occupants of a Unit must be at least 40 years of age. The Developer and the Association will have responsibility and authority to enforce age restrictions upon a sale or change in occupancy of a Unit and at all other times to ensure the Project maintains its character as a quiet Senior living Project and to ensure that the Condominium is, at all times, in compliance with the requirements of the Housing Acts.

Section 4. 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 the use of the Units. Walkways, yards, landscaped areas, driveways, roads and parking areas shall not be obstructed in any way nor used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches shall be left unattended on or about the Common Elements, and all use of beaches and recreational facilities shall be limited to such times and in such manner as the Association may determine by duly adopted rules and regulations. Storage of docks and shore stations on General Common Element areas may be permitted during the offseason pursuant to rules set by the Developer or the Association, from time to time.

Section 5. Unit Improvements. The Developer intends that a Recreational Unit of the type described in Section 1 of this Article and other improvements permitted hereby may be located within the perimeters of each Condominium Unit by individual Co-owners. The age, style and appearance of the initial Recreational Unit and improvements shall be subject to approval of the Developer, and any later changes in a Recreational Unit or improvement shall be subject to approval

of the Association or any aesthetic committee established by the Association, to ensure that all Recreational Units (other than those exempted under the provisions of Section 1) and other living areas are maintained in "like new" condition. No Owner shall cover more than fifty (50%) percent of his Unit with concrete, blacktop or decks.

Section 6. Specific Prohibitions. Without limiting the generality of the foregoing provisions, use of the Project and all common elements by any Co-owner shall be subject to the following restrictions:

(a) No more than 8 persons (including family members and guests), based on Michigan State Campground rules, shall occupy or reside in any Recreational Unit on a Unit within the Project without the express prior written approval of the Association. Each Unit must have an occupant who is at least 55 years of age and all permanent occupants of a Unit must be at least 40 years of age.

(b) No screened porch, deck, patio, carport or outbuilding shall be placed or erected on any Condominium Unit without the prior written approval of the Association. Carports, screen enclosures and three season rooms must be pre-manufactured. Recreational Units must also be situated only on the RV pad or at another location within the Unit which has been approved by the Association. No additional cement patios shall be constructed on any Unit without prior consent of the Association.

(c) No Co-owner shall make any alterations, additions or improvements to any Common Element, nor remove any tree or live growth, nor make any other changes to the appearance of his Unit without the prior written approval of the Association. No fences, railroad ties or screening or view obstruction devices of any kind, either temporary or permanent, shall be placed upon or around the perimeter of any Condominium Unit, without prior Association approval.

(d) No nuisances shall be permitted on the Condominium Premises nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the Project by its Co-owners.

(e) No immoral, improper, offensive or unlawful use shall be made of the Condominium Premises or any part thereof, 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 Board of Directors. No Co-owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law.

(f) No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common elements, including "for sale" signs, without written permission from the Association; provided, however, typical campground type signs, with the names of occupants, sports teams or cute sayings, may be permitted subject to the rules and regulations established by the Association, from time to time.

(g) No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles (other than swim suits and/or beach towels) outside a Recreational Unit without the prior written permission of the Board or the written permission of the Managing Agent. The foregoing restriction 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 porch, patio or deck attached to his Recreational Unit.

(h) No animal, including household pets, shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors. 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 any Co-owner maintaining animals a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment to be necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section or which otherwise proves to be an annoyance to other residents. Any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Premises.

(i) No motorized vehicles, boats or trailers (other than a Recreational Unit and 2 automobiles) shall be parked or stored within the perimeters of a Condominium Unit for more than 24 hours without the prior written approval of the Association, nor shall any maintenance or repair be performed on any vehicle or boat except within a Recreational Unit where totally isolated from public view. No more than 2 automobiles or other vehicles customarily used for transportation purposes shall be kept on any campsite Unit by those persons residing in any Unit; provided, that a third automobile or other vehicle will be permitted outside the Unit if parked in designated visitor parking areas on General Common Elements and not along or adjacent to any drive or within the roadway Right-of-Way adjacent thereto. No commercial vehicles or trucks of more than 1 ton shall be parked in or about the Condominium except for the making of deliveries or pickups in the normal course of business.

(j) 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, sling-shots, fireworks (other than hand-held sparklers) or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises. No barbecue pits

shall be constructed or open fires shall be permitted within a Unit or on the Common Elements without the express prior written approval of the Association or its managing agent. Campfires in approved fire pit locations are permitted.

(k) The Common Elements shall not be used for the storage of supplies or personal property, and trash or refuse shall be placed only in common trash receptacles located at the discretion of the Board of Directors. 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 despoil the appearance of the Condominium. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that Unit, as designated by the Developer or the Association, except as necessary to allow for trash collection.

(l) No Co-owner may install within his Unit a satellite dish (larger than 2 feet in diameter) or television antenna unless approved in writing by the Developer or the Association. All satellite dish locations shall be approved by the Developer or the Association; the Units which do not have river frontage will be able to place dishes either along the Unit lines of the waterfront Units or upon the general Common Element shoreline.

(m) The Developer and/or the Association may require that a common mailbox system be used for the Condominium Units which may require mailboxes to be located at a central location or at separate or joint locations within the Right-of-Ways. The Developer and/or Association may determine the design and location of the mailbox system or of joint or individual mailboxes. If the Developer and/or the Association requires a common mailbox system be used, the central, joint or separate mailboxes will be a Limited Common Element of all of the Units.

(n) All Co-owners of Units shall have the right to place/use a dock on the riverfront. Co-owners of Units with river frontage shall place their docks on their Units where and at a perpendicular angle to the shoreline as permitted by the Developer or the Association, so as to not interfere with boat access by other Co-owners to their docks. Co-owners of Units without river frontage shall either be permitted to place docks on General Common Elements or share a dock or docks on General Common Element river frontage, as reasonably determined by the Developer or the Association. No owner shall take any action on or with respect to his Unit that violates any federal, state or local statute, regulation, rule or ordinance. Co-owners may store their docks and shore stations on their Units during the offseason from September 1 until Memorial Day. All docks must be in the water by Memorial Day and cannot be removed before Labor Day unless they are stored on the General Common Element storage area. Co-owners may store boats on trailers on the General Common Element storage area during the season only with the consent and by paying the storage fee as determined by the Developer or the Association.

(o) Absent an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question as to whether a violation of any specific prohibition 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 thereon in writing, which decision shall be binding upon all Co-owners and other persons having an interest in the Condominium Project.

Section 7. Use by Developer. During the period of sale by the Developer of any Units, the Developer and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of sale of Units. Until all Units in the entire Project have been sold by the Developer, and until each Unit sold by it is occupied by the purchasers thereof, the Developer shall have the right to maintain a business and/or sales office, storage areas and customary signs in connection therewith as may be reasonable to enable development and sale of the entire Project. The Developer shall restore any areas so utilized to habitable status upon termination of use.

Section 8. Enforcement of Restrictions. The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover its costs of proceeding against a breach by a co-owner as provided in Article XIII, subsection 1(b) below.

Section 9. Rules of Conduct. Reasonable rules and regulations concerning the use and rental of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-owner at least 15 days prior to their effective date.

Section 10. Handicapped Persons. Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

Section 11. Condominium Signs. The Developer and/or Association will place and maintain signs for the Condominium upon any area designated for signs as determined by the Developer or the Board. Other identity/humorous/affinity signs may be placed upon units as determined by the Developer or the Association

Section 12. Persons Subject to Restrictions. All present and future Co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

Section 13. Township Access, Rights and Enforcement.

(a) The Association will provide adequate and appropriate access to the Project for emergency services; and shall provide appropriate and regular updated access information to the Crockery Township Fire Department, and other emergency services, ensuring that adequate and appropriate access to the Project for emergency services is available at all times.

(b) The access drive will be appropriately marked as a fire lane and parking on the drive is prohibited.

(c) In the event of a conflict between any provisions of the Condominium Documents and the applicable provisions of the Crockery Township Zoning Ordinance, the more stringent provisions shall apply and be enforceable.

(d) The Township shall be authorized, in its discretion, to enforce the provisions of the Condominium Documents as well as the provisions of its approving resolution and its Zoning Ordinance against the Developer, the Association and the individual Condominium Co-Owners.

ARTICLE VIII

LEASES

Section 1. Notice of Intent to Lease. No Co-owner shall rent or lease a Condominium Unit for a term of less than a full summer season. 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 10 days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Developer may rent any Condominium Unit before the transitional control date upon the above terms. For security purposes, all non-co-owner occupants shall register their presence with the Developer or the Association prior to taking occupancy and shall notify the Association upon departure. Developer or the Association may designate a lease form that is acceptable for use in all situations.

Section 2. Conduct of Tenants. All tenants and non-co-owner occupants shall comply with all the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents or the provisions of the Act, the Association may advise the appropriate member by certified mail of the alleged violation by a person occupying his Unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or the members may institute, derivatively on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the member and tenant or non-co-owner occupant for the breach of the conditions of the Condominium Documents or the Act. The relief set forth in this Section may be by any appropriate proceeding. The Association may hold both the tenant or non-co-owner occupant and the member liable for the damages caused to the Condominium.

Section 3. Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a 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 shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

ARTICLE IX
MORTGAGES

Section 1. Notice of Mortgage. A Co-owner who mortgages a Unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain that information in a book entitled "Mortgages of Units." If the Association does not receive the notice, it shall be relieved of any duty to provide the mortgagee any notice required by the Master Deed or these Bylaws.

Section 2. Notice of Default. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium Project written notification of any default in the performance of the obligations of the co-owner of such Unit that is not cured within 60 days if the mortgagee has, in writing, requested the Association to report such defaults to it.

Section 3. Notice of Insurance. The Association shall notify each mortgagee appearing in the above-described book of the name of each company insuring the General Common Elements of the Condominium against vandalism and malicious mischief and the amounts of such coverage.

Section 4. Notice of Meetings. Upon a request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 5. Acquisition of Title by First Mortgagee. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or deed in lieu thereof, shall not be liable for that Unit's unpaid assessments which accrue before acquisition of title by the mortgagee, except to the extent provided in Article V, Section 6, above.

ARTICLE X
TRANSFER OF UNITS

Section 1. Unrestricted Transfers. An individual Co-owner may, without restriction hereunder, sell, give, devise or otherwise transfer his Unit, or any interest therein.

Section 2. Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating such transfer. The notice shall be accompanied by a copy of the sales agreement, deed or other documents effecting the transfer.

ARTICLE XI
AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more of the members in number or in value by an instrument in writing signed by them.

Section 2. Meeting to Be Held. Upon any amendment being proposed, a meeting for consideration of the amendment shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. Vote Required. These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of the members in number and in value and two-thirds (2/3) of all mortgagees at any regular meeting or special meeting called for that purpose, except that the method or formula used to determine the percentage of value of Units in the Condominium Project and any provisions relating to the ability or terms under which a Co-owner may rent a Unit may not be modified or amended without the consent of each affected member and mortgagee. For purposes of this voting, each co-owner will have 1 vote for each Unit owned, including as to the Developer all Units created by the Master Deed but not yet conveyed. Each mortgagee shall have 1 vote for each mortgage held.

Section 4. Amendments Not Materially Changing Condominium Bylaws. The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that the amendments shall not materially alter or change the rights of a member or mortgagee. The Developer may also enact amendments to these Condominium Bylaws as provided in the Master Deed. Whether an amendment "substantially alters or changes the rights of any co-owner or mortgagee" shall be determined by the Developer or by the Board of the Association following the Development and Sales Period. The determination of the Developer or the Board, as applicable, shall be deemed conclusive and binding. The Developer may also enact amendments to these Condominium Bylaws as provided in the Master Deed.

Section 5. Effective Date. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of the amendment in the Office of the Register of Deeds in the county where the Condominium is located.

Section 6. Costs of Amendments. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording the amendment except as provided in the Master Deed.

Section 7. Notice; Copies to Be Distributed. Members and mortgagees of record of Condominium Units shall be notified of proposed amendments not less than 10 days before the amendment is recorded. A copy of each amendment to the Bylaws shall be furnished to every member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium Project regardless of whether such persons actually receive a copy of the amendment.

Section 8. Township Approval of Changes. Any amendments which propose changes to the final Site Condominium Subdivision Plan approved by Crockery Township shall only be authorized upon and require the approval of the Township through the review and approval process as provided by ordinance for the original review and approval of preliminary and final plans.

ARTICLE XII

DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Bylaws are attached as an exhibit.

ARTICLE XIII

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if 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 Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner or the failure of any Co-owner to abide by the provisions of the Condominium Documents, 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 Co-owner be entitled to recover attorneys' fees.

(c) Such other reasonable remedies as are provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, discontinuance of services upon 7 days notice, the levying of fines against Co-owners after notice and opportunity for hearing, as provided in the rules and regulations of the Association, 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 right, in addition to the rights set forth above, to enter upon the Common Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove or abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. Failure to Enforce. The failure of the Association or of any Co-owner 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 Co-owner to enforce that right, provision, covenant or condition in the future.

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

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

ARTICLE XIII ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Condominium Bylaws or management agreement, if any, or any disputes, claims or grievances arising among or between the co-owners or between the co-owners and the Association shall, upon the election and written consent of all 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 arbiter's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to the arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the co-owner and one (1) individual appointed by the Board of Directors of the Association. These two (2) panelists will then promptly agree on the third member of the panel. No co-owner who is a natural person may appoint himself or a member of his household to the panel. No corporation or partnership member may appoint a director, partner, officer or employee to the panel. Neither may the Board appoint a person similarly associated with an individual, corporate or partnership member.

Costs of the arbitration shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. The deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by co-owners or the Association to submit any dispute, claim or grievance to arbitration as provided above shall preclude the parties from litigating that dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be considered a statutory appeal.

Section 3. Preservation of Rights. No Co-owner shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

ARTICLE XIV
SEVERABILITY

If any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, that holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XV
CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other law of the United States or of the State of Michigan) and any Condominium Document, the Act (or other law) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern.

- (a) The Master Deed, including the Condominium Subdivision Plan;
- (b) These Condominium Bylaws;
- (c) The Articles of Incorporation of the Association;
- (d) The Bylaws of the Association; and
- (e) The Rules and Regulations of the Association.

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 623

EXHIBIT B TO THE MASTER DEED OF
GRAND RIVER LANDING
CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS:

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEETS 2 AND 3 OF 8.

LEGAL DESCRIPTION

DESCRIPTION OF GRAND RIVER LANDING CONDOMINIUM THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 08 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 33, THEN ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1104.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THEN CONTINUING ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 205.00 FEET TO AN INTERMEDIATE TRAVERSE LINE; THE NEXT FOUR CALLS ARE ALONG SAID INTERMEDIATE TRAVERSE LINE, THEN SOUTH 86 DEGREES 09 MINUTES 30 SECONDS WEST 95.24 FEET; THEN SOUTH 79 DEGREES 53 MINUTES 11 SECONDS WEST 431.33 FEET; THEN SOUTH 83 DEGREES 34 MINUTES 11 SECONDS WEST 212.29 FEET; THEN NORTH 88 DEGREES 38 MINUTES 12 SECONDS WEST 218.07 FEET; THEN PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 256.00 FEET; THEN NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST 950.00 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE SHORE OF THE GRAND RIVER, BOUNDED BY THE SOUTHERLY EXTENSION OF THE EAST AND WEST CONDOMINIUM BOUNDARY LINES TO THE SHORE OF THE GRAND RIVER, SUBJECT TO THE RIGHT OF WAY OF 120TH AVENUE OVER THE EAST 33.00 FEET THEREOF, ALSO SUBJECT TO EASEMENTS AND RESTRICTION APPARENT AND OF RECORD.

DESCRIPTION OF FUTURE EXPANSION AREA THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 08 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 33, THEN ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1104.70 FEET; THEN SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST 960.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THEN PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 256.00 FEET TO AN INTERMEDIATE TRAVERSE LINE; THEN ALONG SAID INTERMEDIATE TRAVERSE LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 83.33 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY M-231; THE NEXT TWO CALLS ARE ALONG THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY M-231, THEN ALONG A CURVE TO THE RIGHT 130.25 FEET, SAID CURVE HAS A RADIUS OF 7,900.00 FEET A DELTA OF 00 DEGREES 58 MINUTES 41 SECONDS AND A CHORD WHICH BEARS NORTH 15 DEGREES 57 MINUTES 22 SECONDS EAST 130.25 FEET; THEN NORTH 16 DEGREES 25 MINUTES 43 SECONDS EAST 135.84 FEET; THEN NORTH 87 DEGREES 00 MINUTES 00 SECONDS EAST 9.12 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL LANDS LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE SHORE OF THE GRAND RIVER, BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST DESCRIBED BOUNDARY LINE TO THE SHORE OF THE GRAND RIVER AND BOUNDED ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY M-231. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS APPARENT AND OF RECORD.

DEVELOPER

GRAND RIVER LANDING, INC.
15101 120TH AVENUE
NUNICA, MICHIGAN 49448

SHEET INDEX

- 1 OF 8 COVER SHEET
- 2 OF 8 SURVEY PLAN - BOUNDARY
- 3 OF 8 SURVEY PLAN - UNITS 1 THRU 10
- 4 OF 8 SURVEY PLAN - UNITS 11 THRU 24
- 5 OF 8 SITE PLAN - UNITS 1 THRU 10
- 6 OF 8 SITE PLAN - UNITS 11 THRU 24
- 7 OF 8 UTILITY PLAN - UNITS 1 THRU 10
- 8 OF 8 UTILITY PLAN - UNITS 11 THRU 24

ENGINEER AND SURVEYOR

MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 BEECHTREE STREET, SUITE 3
GRAND HAVEN, MICHIGAN 49417

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS AS PREPARED BY A LICENSED DESIGN PROFESSIONAL. ANY BUILDING AND UTILITY INFORMATION SHOWN ARE NOT ACTUAL DESIGN PLANS AND IS ONLY SHOWN AS A REPRESENTATION. DESIGN PLANS MAY BE FILED WITH THE LOCAL BUILDING DEPARTMENT OR STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PLANS FOR THE GRAND RIVER LANDING PROJECT, 3-30-2017

3-30-2017
DATE:



Brian A. Ford
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 BEECHTREE, SUITE 3
GRAND HAVEN, MICHIGAN 49417

PROPOSED DATED: MARCH 30, 2017

THIS SHEET PREPARED BY:
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone: 616-847-4070 Fax: 616-847-6626

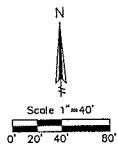
GRAND RIVER LANDING
SECTION 33, TOWN 8 NORTH, RANGE 15 WEST,
CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN

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| DATE | 3-30-2017 | DRAWN BY | TV/DRB |
| SHEET | 1 OF 8 | JOB NO. | 15425 |

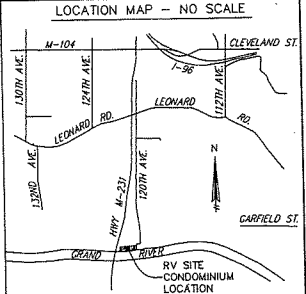
COVER SHEET

BENCHMARK DESCRIPTION

BENCHMARK ELEVATION = 583.25 (NAVD 1988)
 LOCATED APPROXIMATELY 90' EAST OF C/A OF 120TH AVENUE, 31' NORTH OF RIVER.
 BENCHMARK DESCRIPTION:
 MDOT VERTICAL CONTROL POINT #VCP70223 FOR HIGHWAY M-231 CONSTRUCTION. ALUMINUM DISK IN CONCRETE MONUMENT ON NORTHERLY SIDE OF THE GRAND RIVER ADDRESS FROM RIVER HAVEN MARINA.
 BENCHMARK TIES (MDOT):
 SOUTH 31.3' N'LY EDGE OF WATER
 N75E 55.4' THIN 20" POPLAR
 N25E 70.0' SETLY CORNER CONC. WALL OF MARINA
 N40TW 117.3' SW'LY CORNER CONC. WALL OF MARINA
 SOUTH 2.0' FIBERGLASS SURVEY MARKER



NORTHEAST CORNER SECTION 33, T8N, R15W CROCKERY TOWNSHIP CAST IRON MONUMENT L.C.R.C. L.Z. P.330



MEANDER CORNER #011 SECTION 33, T8N, R15W CROCKERY TOWNSHIP STEEL BAR WITH CAP L.C.R.C. L.601, P.353

BENCHMARK LOCATION - SEE DESCRIPTION ON THIS SHEET. ELEVATION = 583.25 (NAVD 1988)

SURVEYOR'S CERTIFICATE

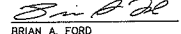
I, BRIAN A. FORD, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1623, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.

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 NO. 59 OF THE PUBLIC ACTS OF 1978.

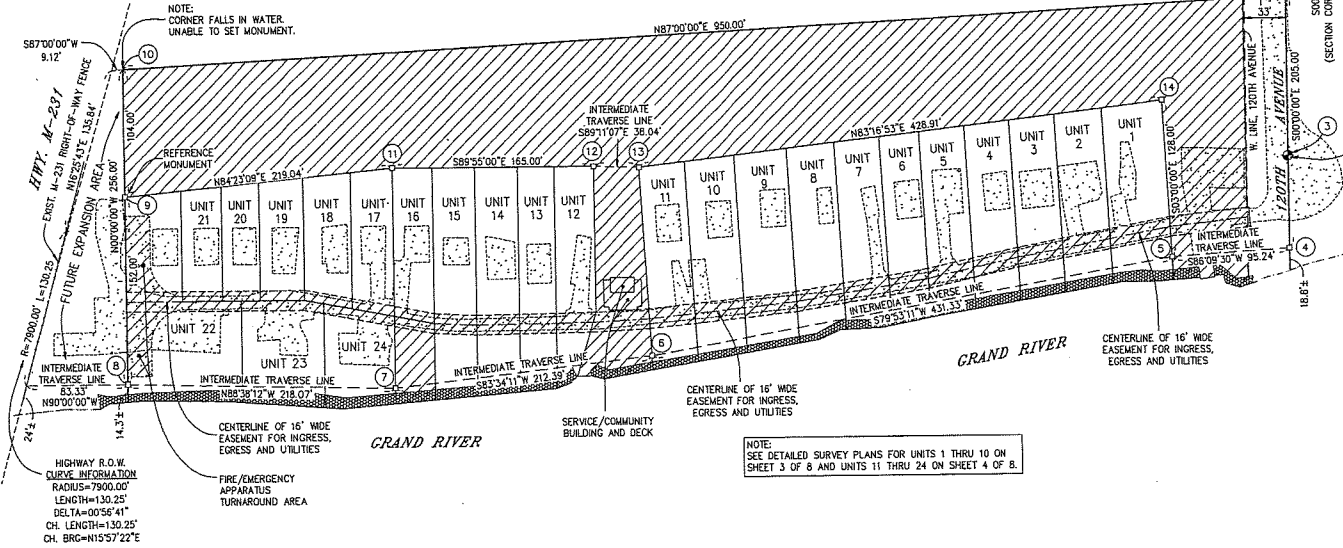
3-30-2017
 DATE: 
 BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENGLERT
 ENGINEERING & SURVEYING, INC.
 927 BEECHTREE STREET, SUITE 3
 GRAND HAVEN, MICHIGAN 49417
 PHONE: 616-847-4070 FAX: 616-847-6826

PROPOSED DATED: MARCH 30, 2017

THIS SHEET PREPARED BY:
MILANOWSKI & ENGLERT
 ENGINEERING & SURVEYING, INC.
 927 Beechtree Street, Suite 3
 Grand Haven, Michigan 49417
 Phone: 616-847-4070 Fax: 616-847-6826

GRAND RIVER LANDING
 SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN








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| DATE | 3-30-2017 | DRAWN BY | TV/DRB |
| SHEET | 2 OF 8 | JOB NO. | 15425 |



(12) COORDINATE SCHEDULE

| POINT | NORTHING | EASTING |
|-------|-----------|-----------|
| 1 | 9000.0000 | 9000.0000 |
| 2 | 7895.3000 | 9000.0000 |
| 3 | 7785.4950 | 9000.0000 |
| 4 | 7690.3000 | 9000.0000 |
| 5 | 7683.9191 | 8904.9755 |
| 6 | 7608.1794 | 8480.3575 |
| 7 | 7584.3925 | 8269.3028 |
| 8 | 7589.5808 | 8051.3028 |
| 9 | 7741.5808 | 8051.3028 |
| 10 | 7845.5808 | 8051.3028 |
| 11 | 7763.0106 | 8269.3028 |
| 12 | 7762.7709 | 8434.3028 |
| 13 | 7761.5664 | 8472.3188 |
| 14 | 7811.7452 | 8898.2764 |

LEGEND

-  FOUND GOVERNMENT CONTROL MONUMENT
-  SET CONCRETE MONUMENT (4" DIAMETER X 36" LONG WITH 1/2" REBAR)
-  COORDINATE NUMBER
-  UNIT DESIGNATION
-  EXISTING GRAVEL ROADWAY AND RV PARKING PADS
-  RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT)
-  GENERAL COMMON ELEMENT

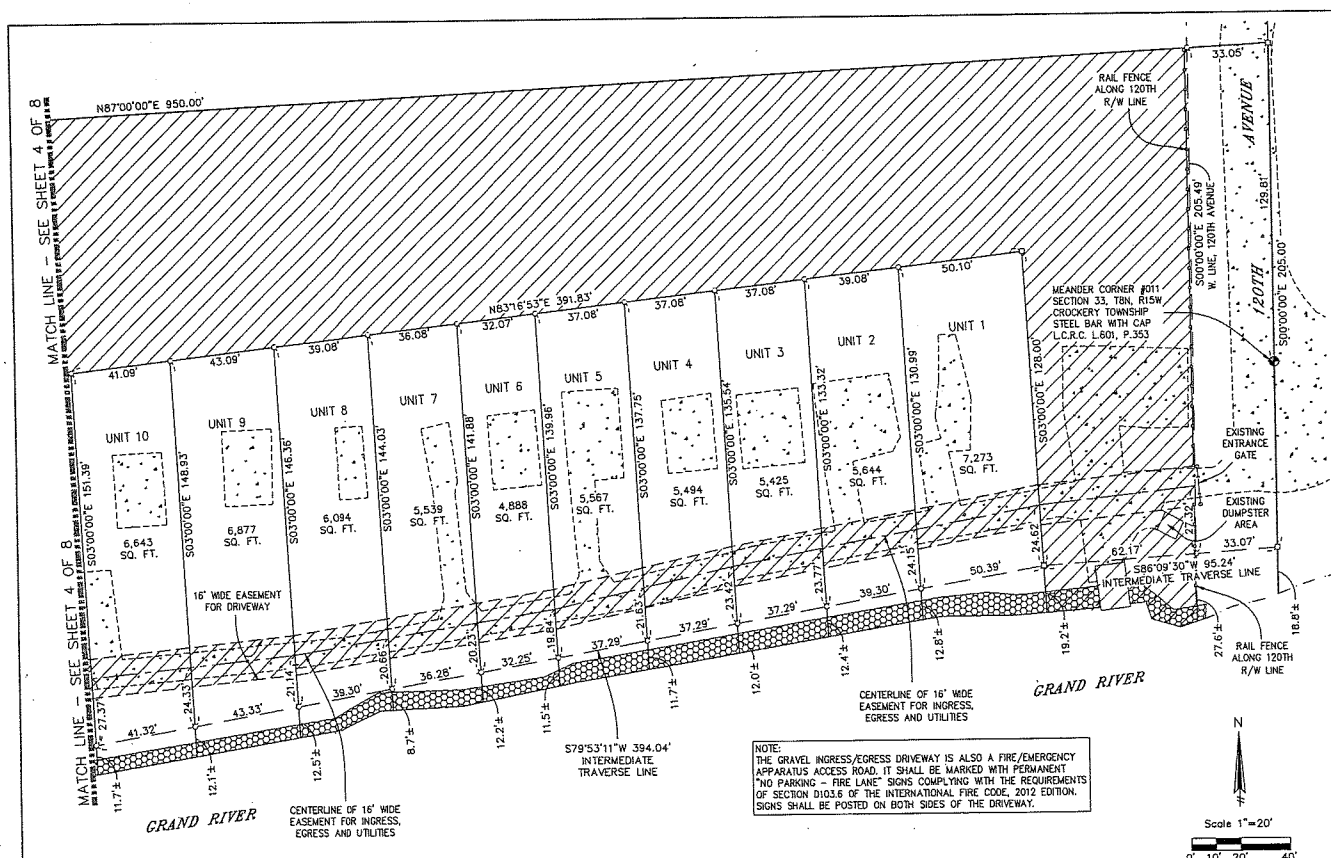
NOTES:

- FLOODPLAIN INFORMATION:
 THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 26139C0115E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 550.0 (NAVD 1988).
- BASIS OF BEARINGS:
 BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS BEING 500°00'00".
- PART OF THE GENERAL COMMON ELEMENT AREA TO THE NORTH OF UNITS 1 THRU 22 CONTAINS WETLANDS AS REGULATED UNDER PART 303 OF P.A. 451, WETLAND PROTECTION ACT. REGULATED WETLAND AREAS SHALL NOT BE DISTURBED WITHOUT THE APPROPRIATE PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
- THE GENERAL COMMON ELEMENT EASEMENT FOR THE GRAVEL DRIVEWAY IS FOR INGRESS, EGRESS AND UTILITIES.
- ALL AREAS AND ITEMS NOTED AS GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE GRAND RIVER LANDING CONDOMINIUM ASSOCIATION.
- SEE "ARTICLE V - COMMON ELEMENTS" OF THE MASTER DEED FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
- UNITS 1 THRU 24 "MUST BE BUILT".

NOTE:
 SEE DETAILED SURVEY PLANS FOR UNITS 1 THRU 10 ON SHEET 3 OF 8 AND UNITS 11 THRU 24 ON SHEET 4 OF 8.

SURVEY PLAN - BOUNDARY

15425 RV SITE CONDO PLANNING - REVISED - 3-30-2017

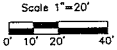


NOTES:

- 1.) FLOODPLAIN INFORMATION: THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN, L.S. SHOWN ON FIRM MAP NUMBER 28130015E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 590.0 (NAVD 1988).
- 2.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS BEING S03°00'00\"/>

NOTE: THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION D103.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.

BENCHMARK DESCRIPTION
 SEE BOUNDARY SURVEY PLAN (SHEET 2 OF 8) FOR BENCHMARK LOCATION AND DESCRIPTION.
 BENCHMARK ELEVATION = 583.25 (NAVD 1988)



**SURVEY PLAN
 UNITS 1 THRU 10**

SURVEYOR'S CERTIFICATE

I, BRIAN A. FORD, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1622 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.
 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 NO. 59 OF THE PUBLIC ACTS OF 1978.



DATE: 3-30-2017
 BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENGLERT
 ENGINEERING & SURVEYING, INC.
 927 BEECHTREE, SUITE 3
 GRAND HAVEN, MICHIGAN 49417

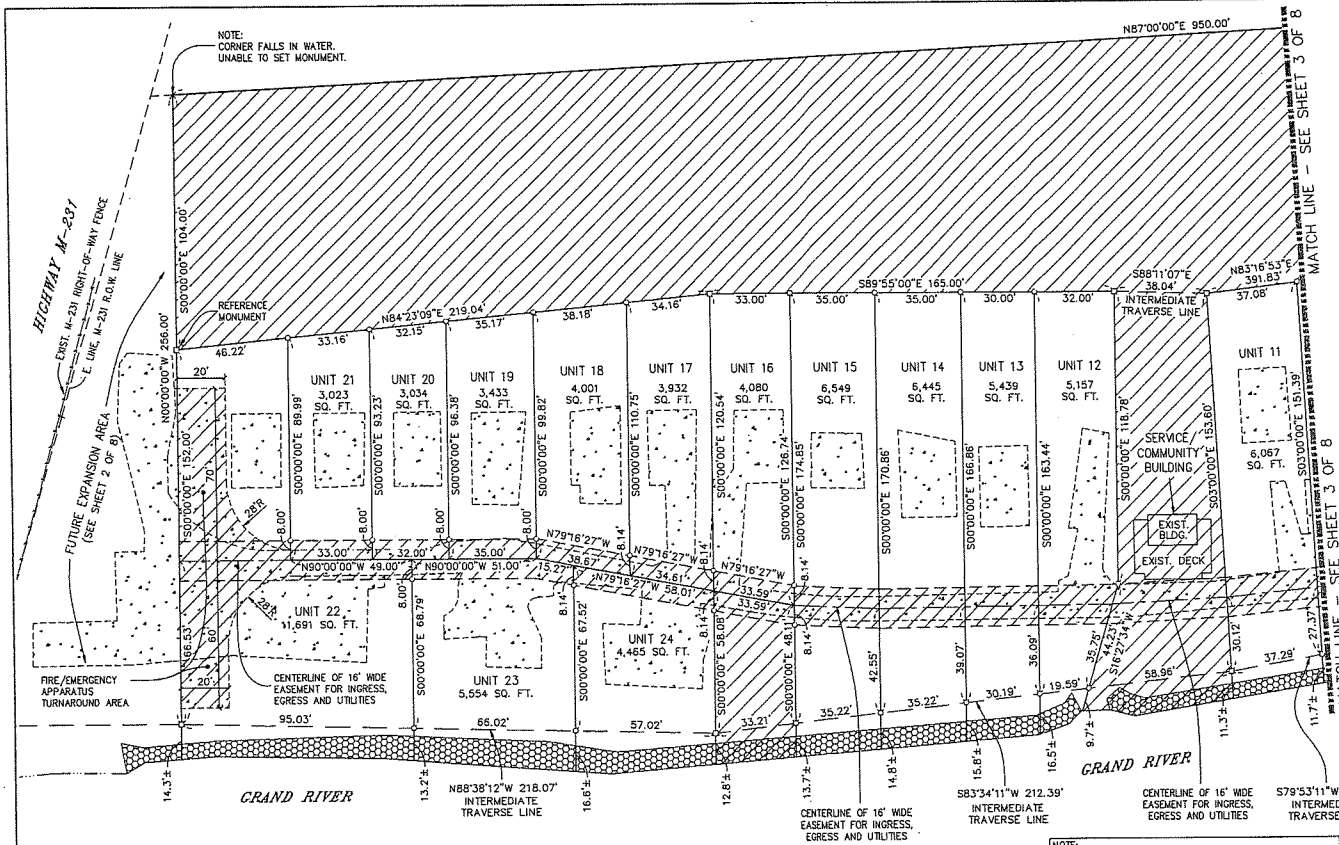
LEGEND

- FOUND GOVERNMENT CONTROL MONUMENT
- SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR)
- SET STEEL BAR 1/2" DIAM. BY 18" LONG WITH A I.D. CAP INSCRIBED WITH P.S. #47199.
- UNIT 2 UNIT DESIGNATION
- EXISTING GRAVEL ROADWAY AND RV PARKING PADS
- ▨ RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT)
- ▩ GENERAL COMMON ELEMENT

PROPOSED DATED: MARCH 30, 2017

THIS SHEET PREPARED BY:
**MILANOWSKI & ENGLERT
 ENGINEERING & SURVEYING, INC.**
 927 Beechtree Street, Suite 3
 Grand Haven, Michigan 49417
 Phone: 616-847-4070 Fax: 616-847-6626

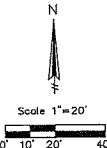
| GRAND RIVER LANDING | | | |
|---|-----------|----------|--------|
| SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN | | | |
| DATE | 3-30-2017 | DRAWN BY | TV/DRB |
| SHEET | 3 OF 8 | JOB NO. | 15425 |



NOTES:

- 1.) FLOODPLAIN INFORMATION:
THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS SHOWN ON FRM MAP NUMBER 26139D01E WITH A EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 590.0 (NAVD 1988).
- 2.) BASIS OF BEARINGS:
BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS BEING S00°00'00"E.
- 3.) PART OF THE GENERAL COMMON ELEMENT AREA TO THE NORTH OF UNITS 1 THRU 22 CONTAINS WETLANDS AS REGULATED UNDER PART 303 OF P.A. 451, WETLAND PROTECTION ACT. REGULATED WETLAND AREAS SHALL NOT BE DISTURBED WITHOUT THE APPROPRIATE PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
- 4.) UNIT AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT. THEY INCLUDE THE AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF THE GRAND RIVER AS SURVEYED 9-27-2016.
- 5.) THE DIMENSIONS OF UNITS 1-15, 22-24 AND THE GENERAL COMMON ELEMENT AREAS RUN TO THE WATER'S EDGE AND INCLUDE ALL RIPARIAN RIGHTS.
- 6.) ALL UNIT CORNERS ARE MARKED WITH EITHER A CONCRETE MONUMENT OR A CAPPED STEEL BAR AS INDICATED BY THE LEGEND.
- 7.) THE GENERAL COMMON ELEMENT EASEMENT FOR THE GRAVEL DRIVEWAY IS FOR INGRESS, EGRESS AND UTILITIES.
- 8.) ALL AREAS AND ITEMS NOTED AS GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE GRAND RIVER LANDING CONDOMINIUM ASSOCIATION.
- 9.) SEE "ARTICLE V - COMMON ELEMENTS" OF THE MASTER DEED FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
- 10.) UNITS 1 THRU 24 "MUST BE BUILT".

NOTE:
THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION DIV.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.



**SURVEY PLAN
UNITS 11 THRU 24**

SURVEYOR'S CERTIFICATE

I, BRIAN A. FORD, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 0623 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.
 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 NO. 59 OF THE PUBLIC ACTS OF 1978.

3-30-2017
 DATE: *Brian A. Ford*
 BRIAN A. FORD
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 47199
 MILANOWSKI AND ENGLERT
 ENGINEERING & SURVEYING, INC.
 927 BEECHTREE, SUITE 3
 GRAND HAVEN, MICHIGAN 49417



LEGEND

- SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR).
- SET STEEL BAR 1/2" DIAM. BY 18" LONG WITH A I.D. CAP INSCRIBED WITH P.S. #47199.
- UNIT 2 UNIT DESIGNATION
- EXISTING GRAVEL ROADWAY AND RV PARKING PADS
- RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT)
- GENERAL COMMON ELEMENT

BENCHMARK DESCRIPTION

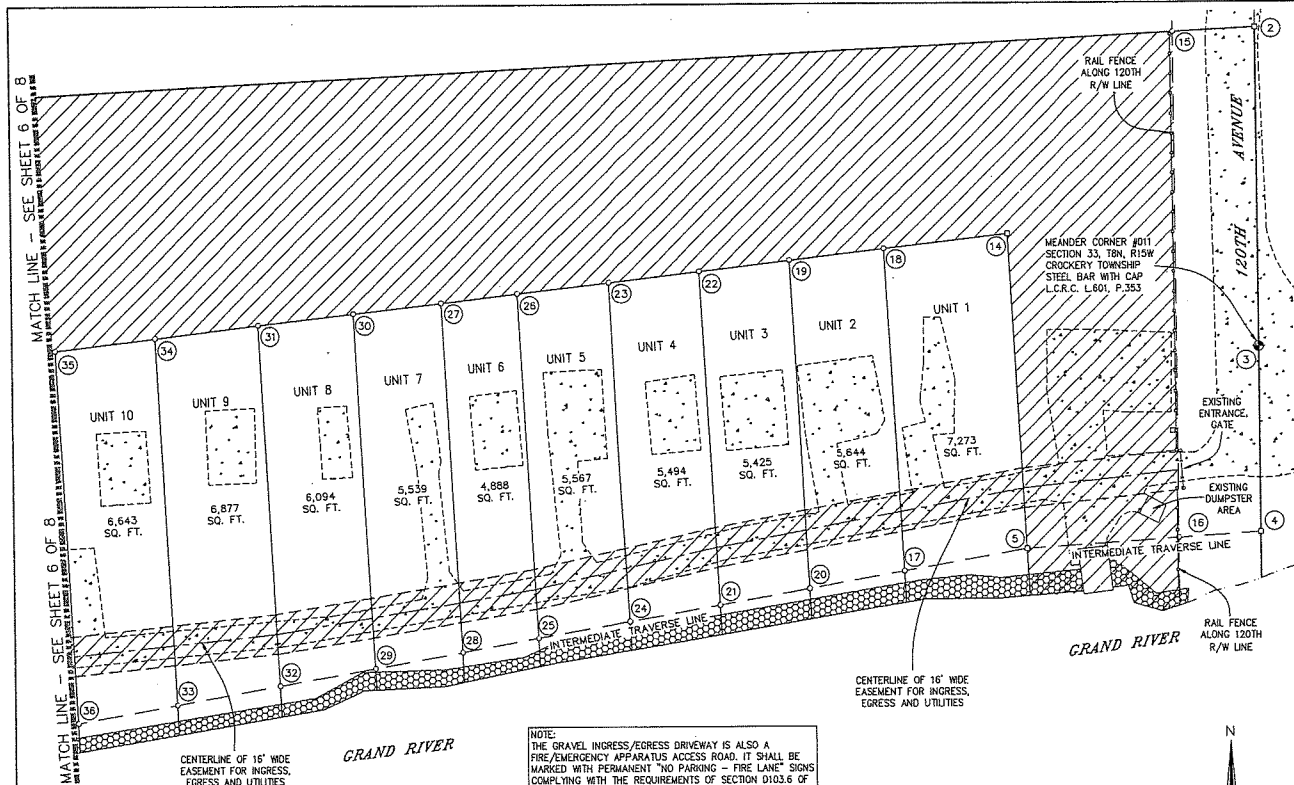
SEE BOUNDARY SURVEY PLAN (SHEET 2 OF 8) FOR BENCHMARK LOCATION AND DESCRIPTION. BENCHMARK ELEVATION = 583.25 (NAVD 1988)

PROPOSED DATED: MARCH 30, 2017

THIS SHEET PREPARED BY:
**MILANOWSKI & ENGLERT
 ENGINEERING & SURVEYING, INC.**
 927 Beechtree Street, Suite 3
 Grand Haven, Michigan 49417
 Phone: 616-847-4070 Fax: 616-847-6626

| | |
|---|-----------|
| GRAND RIVER LANDING | |
| SECTION 33, TOWN 8 NORTH, RANGE 15 WEST, CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN | |
| DATE | 3-30-2017 |
| DRAWN BY | TV/DRB |
| SHEET | 4 OF 8 |
| JOB NO. | 15425 |

FILED BY: SUT COMP PLANS INC. FILED: 3-30-2017



- NOTES:**
- 1.) FLOODPLAIN INFORMATION: THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 26139C0115E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 590.0 (NAVD 1988).
 - 2.) PART OF THE GENERAL COMMON ELEMENT AREA TO THE NORTH OF UNITS 1 THRU 22 CONTAINS WETLANDS AS REGULATED UNDER PART 303 OF P.A. 451, WETLAND PROTECTION ACT. REGULATED WETLAND AREAS SHALL NOT BE DISTURBED WITHOUT THE APPROPRIATE PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
 - 3.) ALL UNIT CORNERS ARE MARKED WITH EITHER A CONCRETE MONUMENT OR A CAPPED STEEL BAR AS INDICATED BY THE LEGEND.
 - 4.) UNIT AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT. THEY INCLUDE THE AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF THE GRAND RIVER AS SURVEYED 9-27-2016.
 - 5.) THE GENERAL COMMON ELEMENT EASEMENT FOR THE GRAVEL DRIVEWAY IS FOR INGRESS, EGRESS AND UTILITIES.
 - 6.) ALL AREAS AND ITEMS NOTED AS GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE GRAND RIVER LANDING CONDOMINIUM ASSOCIATION.
 - 7.) SEE "ARTICLE V - COMMON ELEMENTS" OF THE MASTER DEED FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
 - 8.) UNITS 1 THRU 24 "MUST BE BUILT".

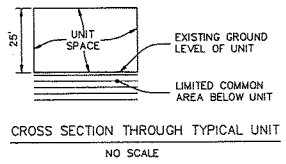
LEGEND

- FOUND GOVERNMENT CONTROL MONUMENT
- SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR)
- SET STEEL BAR 1/2" DIA. BY 18" LONG WITH A 1.D. CAP INSCRIBED WITH P.S. #47199.
- COORDINATE NUMBER
- UNIT 2 UNIT DESIGNATION
- EXISTING GRAVEL ROADWAY AND RV PARKING PADS
- RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT)
- GENERAL COMMON ELEMENT

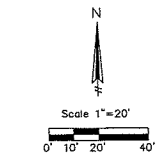
(23) COORDINATE SCHEDULE

| POINT | NORTHING | EASTING | POINT | NORTHING | EASTING |
|-------|-----------|-----------|-------|-----------|-----------|
| 2 | 7895.3000 | 9000.0000 | 24 | 7855.0743 | 8743.2635 |
| 3 | 7765.4950 | 9000.0000 | 25 | 7848.5267 | 8706.5558 |
| 4 | 7690.3000 | 9000.0000 | 26 | 7788.2972 | 8699.2308 |
| 5 | 7683.9191 | 8904.9755 | 27 | 7784.5455 | 8667.3835 |
| 14 | 7811.7452 | 8888.2764 | 28 | 7642.8639 | 8674.8087 |
| 15 | 7893.6705 | 8967.0009 | 29 | 7636.4933 | 8639.0932 |
| 16 | 7688.0841 | 8967.0011 | 30 | 7780.3248 | 8631.5553 |
| 17 | 7675.0710 | 8935.3708 | 31 | 7775.7525 | 8592.7414 |
| 18 | 7805.8832 | 8848.5150 | 32 | 7629.5918 | 8600.4013 |
| 19 | 7801.3108 | 8809.7011 | 33 | 7621.9825 | 8557.7411 |
| 20 | 7668.1695 | 8816.6787 | 34 | 7770.7111 | 8549.9486 |
| 21 | 7661.6219 | 8779.9711 | 35 | 7765.9043 | 8509.1422 |
| 22 | 7796.9729 | 8772.8777 | 36 | 7614.7270 | 8517.0551 |
| 23 | 7792.6351 | 8736.0542 | | | |

NOTE:
THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION D103.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.



3-30-2017
DATE: *Brian A. Ford*
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI AND ENGLERT
ENGINEERING & SURVEYING, INC.
927 BEECHTREE, SUITE 3
GRAND HAVEN, MICHIGAN 49417



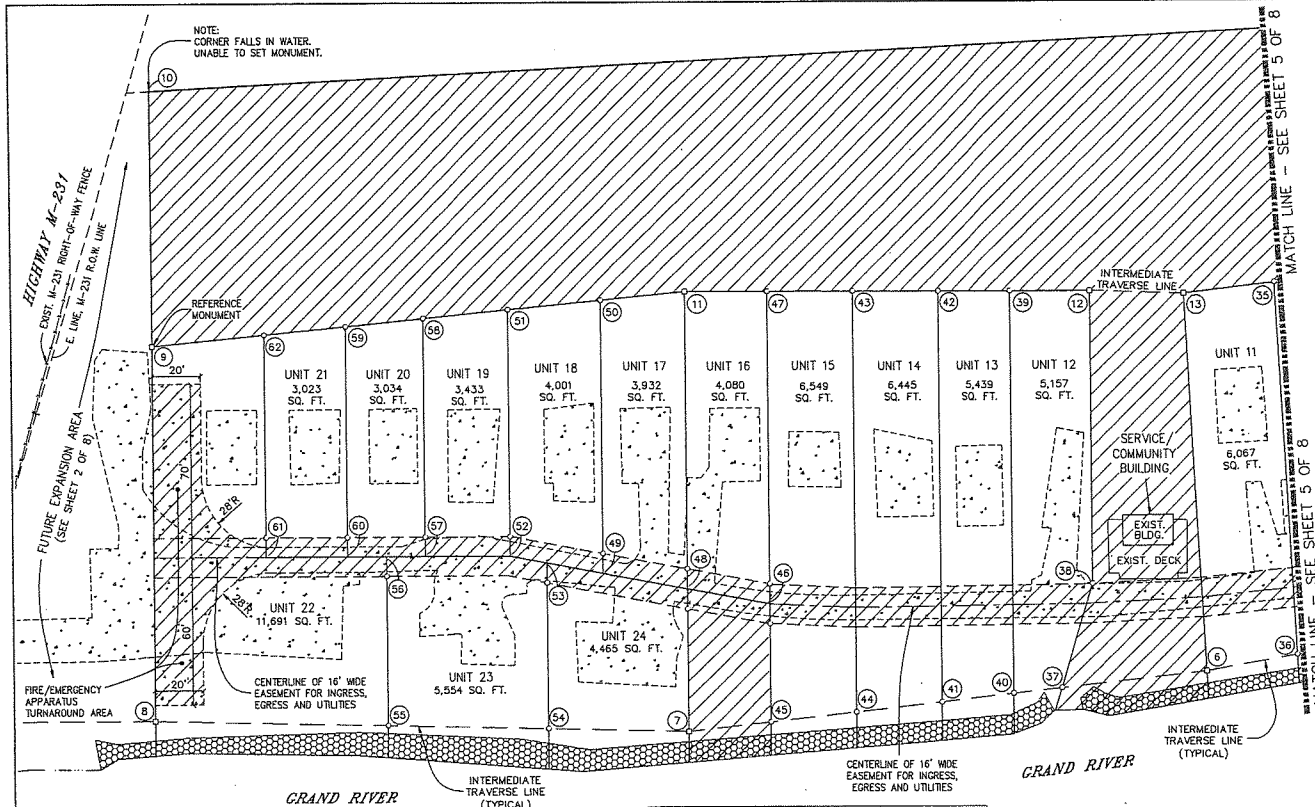
SITE PLAN
UNITS 1 THRU 10

PROPOSED DATED: MARCH 30, 2017
THIS SHEET PREPARED BY:
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone: 616-847-4370 Fax: 616-847-6626

GRAND RIVER LANDING
SECTION 33, TOWN 8 NORTH, RANGE 15 WEST,
CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN

DATE 3-30-2017 DRAWN BY TV/DRB
SHEET 5 OF 8 JOB NO. 15425

15425 BY: ENR CADSW PLANS.DWG 16/07/2017 11:45:30:17



- NOTES:
- 1.) FLOODPLAIN INFORMATION:
THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 26138C0115E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 590.0 (MAYO 1986).
 - 2.) PART OF THE GENERAL COMMON ELEMENT AREA TO THE NORTH OF UNITS 1 THRU 22 CONTAINS WETLANDS AS REGULATED UNDER PART 303 OF P.A. 451, WETLAND PROTECTION ACT. REGULATED WETLAND AREAS SHALL NOT BE DISTURBED WITHOUT THE APPROPRIATE PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
 - 3.) ALL UNIT CORNERS ARE MARKED WITH EITHER A CONCRETE MONUMENT OR A CAPPED STEEL BAR AS INDICATED BY THE LEGEND.
 - 4.) UNIT AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT. THEY INCLUDE THE AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATERS EDGE OF THE GRAND RIVER AS SURVEYED 9-27-2016.
 - 5.) THE GENERAL COMMON ELEMENT EASEMENT FOR THE GRAVEL DRIVEWAY IS FOR INGRESS, EGRESS AND UTILITIES.
 - 6.) ALL AREAS AND ITEMS NOTED AS GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE GRAND RIVER LANDING CONDOMINIUM ASSOCIATION.
 - 7.) SEE "ARTICLE V - COMMON ELEMENTS" OF THE MASTER DEED FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
 - 8.) UNITS 1 THRU 24 "MUST BE BUILT".

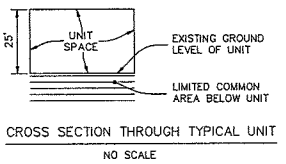
LEGEND

- SET CONCRETE MONUMENT (4" DIAM. X 36" LONG WITH 1/2" REBAR)
- SET STEEL BAR 1/2" DIAM. BY 18" LONG WITH A I.D. CAP INSCRIBED WITH P.S. #47199.
- ②③ COORDINATE NUMBER
- UNIT 2 UNIT DESIGNATION
- ▨ EXISTING GRAVEL ROADWAY AND RV PARKING PADS
- ▨ RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT)
- ▨ GENERAL COMMON ELEMENT

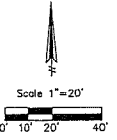
12 COORDINATE SCHEDULE

| POINT | NORTHING | EASTING | POINT | NORTHING | EASTING | POINT | NORTHING | EASTING |
|-------|-----------|-----------|-------|-----------|-----------|-------|-----------|-----------|
| 6 | 7608.1794 | 8480.3575 | 39 | 7762.8173 | 8402.3028 | 51 | 7755.9329 | 8187.3028 |
| 7 | 7584.3925 | 8269.3028 | 40 | 7599.3823 | 8402.3028 | 52 | 7656.1136 | 8187.3028 |
| 8 | 7589.5808 | 8051.3028 | 41 | 7596.0011 | 8372.3028 | 53 | 7653.2723 | 8212.3028 |
| 9 | 7741.5808 | 8051.3028 | 42 | 7762.8609 | 8372.3028 | 54 | 7585.7491 | 8212.3028 |
| 10 | 7845.5808 | 8051.3028 | 43 | 7762.9118 | 8337.3028 | 55 | 7587.3199 | 8146.3028 |
| 11 | 7763.0106 | 8269.3028 | 44 | 7592.0564 | 8337.3028 | 56 | 7656.1136 | 8146.3028 |
| 12 | 7762.7709 | 8434.3028 | 45 | 7588.1118 | 8302.3028 | 57 | 7656.1136 | 8162.3028 |
| 13 | 7761.5664 | 8472.3188 | 46 | 7636.2248 | 8302.3028 | 58 | 7752.4923 | 8162.3028 |
| 35 | 7765.9043 | 8508.1422 | 47 | 7762.9626 | 8302.3028 | 59 | 7749.3467 | 8130.3028 |
| 36 | 7614.7270 | 8517.0651 | 48 | 7642.4756 | 8269.3028 | 60 | 7656.1136 | 8130.3028 |
| 37 | 7601.5764 | 8421.7704 | 49 | 7648.9158 | 8235.3028 | 61 | 7656.1136 | 8097.3028 |
| 38 | 7643.9949 | 8434.3028 | 50 | 7759.6683 | 8235.3028 | 62 | 7746.1027 | 8097.3028 |

NOTE:
THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION D103.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.



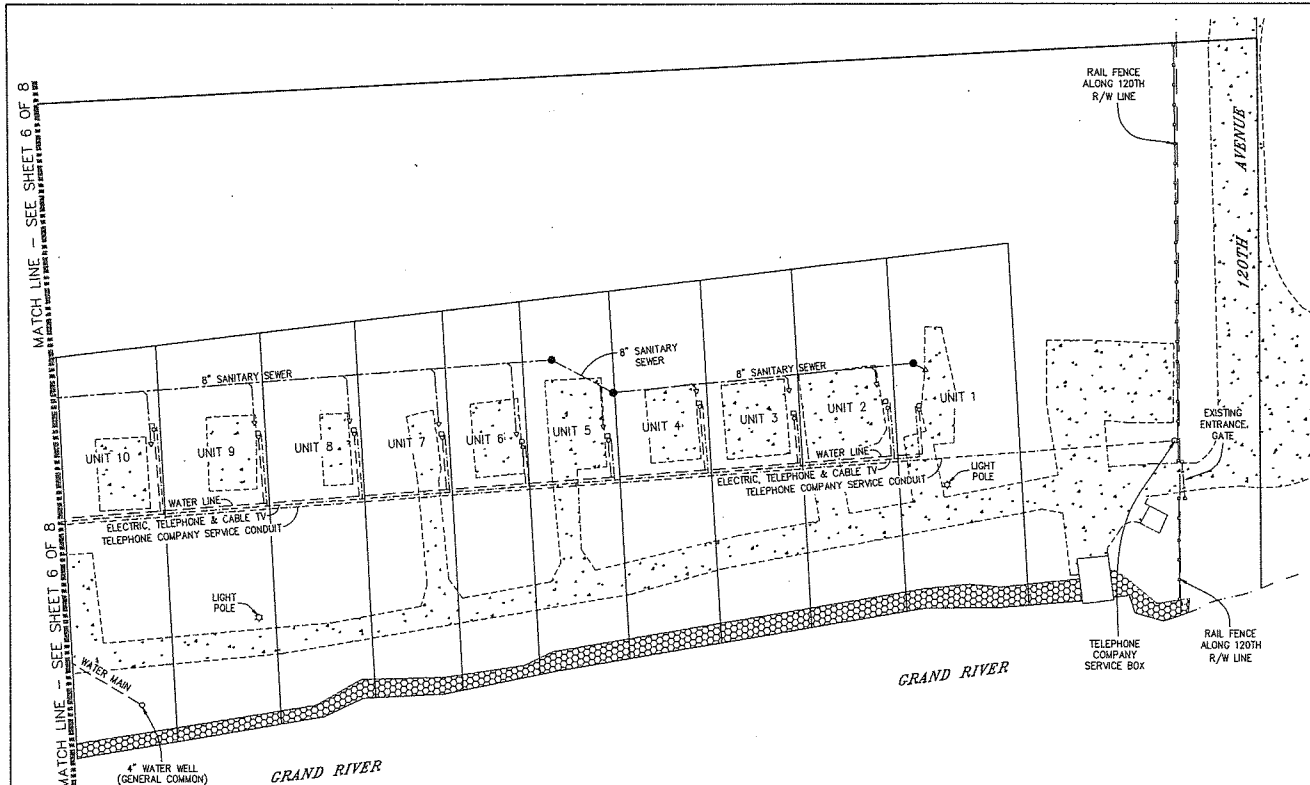
3-30-2017
DATE:
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI AND ENGLERT
ENGINEERING & SURVEYING, INC.
927 BEECHTREE, SUITE 3
GRAND HAVEN, MICHIGAN 49417



SITE PLAN
UNITS 11 THRU 24

PROPOSED DATED: MARCH 30, 2017
THIS SHEET PREPARED BY:
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone: 616-847-4070 Fax: 616-847-6626
GRAND RIVER LANDING
SECTION 33, TOWN B NORTH, RANGE 15 WEST,
CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN
DATE 3-30-2017 DRAWN BY TV/DRB
SHEET 6 OF 8 JOB NO. 15425

PAGES BY DFC CONDO PLANNING ARCHITECTS, 3-30-2017



| LEGEND | |
|-------------------------|--|
| UNIT 2 | UNIT DESIGNATION |
| [Dotted pattern] | EXISTING GRAVEL ROADWAY AND RV PARKING PADS (LIMITED COMMON ELEMENT) |
| [Cross-hatched pattern] | RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT) |
| ● | SANITARY SEWER MANHOLE |
| ▲ | SANITARY SEWER CONNECTION |
| ○ | WATER CONNECTION |
| □ | ELECTRIC, TELEPHONE & CATV SERVICE PEDESTAL |
| ⊗ | POWER POLE |
| ☆ | LIGHT POLE |
| --- | SANITARY SEWER |
| --- | WATERMAIN |
| --- | OVERHEAD UTILITY LINES (NOTED AS TO TYPE) |
| --- | UNDERGROUND UTILITY LINES (NOTED AS TO TYPE) |

NOTE:
THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION D103.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.

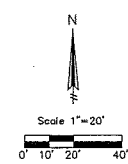
MATCH LINE - SEE SHEET 6 OF 8

NOTES:

- 1.) FLOODPLAIN INFORMATION:
THE ENTIRE PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP FOR CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS SHOWN ON FIRM MAP NUMBER 28139C0115E, WITH A EFFECTIVE DATE OF DECEMBER 16, 2011. THE APPROXIMATE 100 YEAR FLOOD ELEVATION AT THIS LOCATION IS 590.0 (NAVD 1988).
- 2.) PART OF THE GENERAL COMMON ELEMENT AREA TO THE NORTH OF UNITS 1 THRU 22 CONTAINS WETLANDS AS REGULATED UNDER PART 303 OF P.A. 451, WETLAND PROTECTION ACT. REGULATED WETLAND AREAS SHALL NOT BE DISTURBED WITHOUT THE APPROPRIATE PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.
- 3.) THE GENERAL COMMON ELEMENT EASEMENT FOR THE GRAVEL DRIVEWAY IS FOR INGRESS, EGRESS AND UTILITIES.
- 4.) ALL AREAS AND ITEMS NOTED AS GENERAL COMMON ELEMENTS ARE FOR THE USE OF THE GRAND RIVER LANDING CONDOMINIUM ASSOCIATION.
- 5.) SEE "ARTICLE V - COMMON ELEMENTS" OF THE MASTER DEED FOR DETAILED INFORMATION ON THE GENERAL COMMON AND LIMITED COMMON ELEMENTS.
- 6.) UNITS 1 THROUGH 24 "MUST BE BUILT".
- 7.) ALL MAINLINE AND SERVICE LEAD UTILITIES "MUST BE BUILT".
- 8.) UTILITY INFORMATION SOURCE:
VISIBLE ABOVE GROUND UTILITIES LOCATED BY MILANOWSKI & ENGLERT ENGINEERING AND SURVEYING, INC.
APPROXIMATE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON INFORMATION PROVIDED BY THE DEVELOPER.

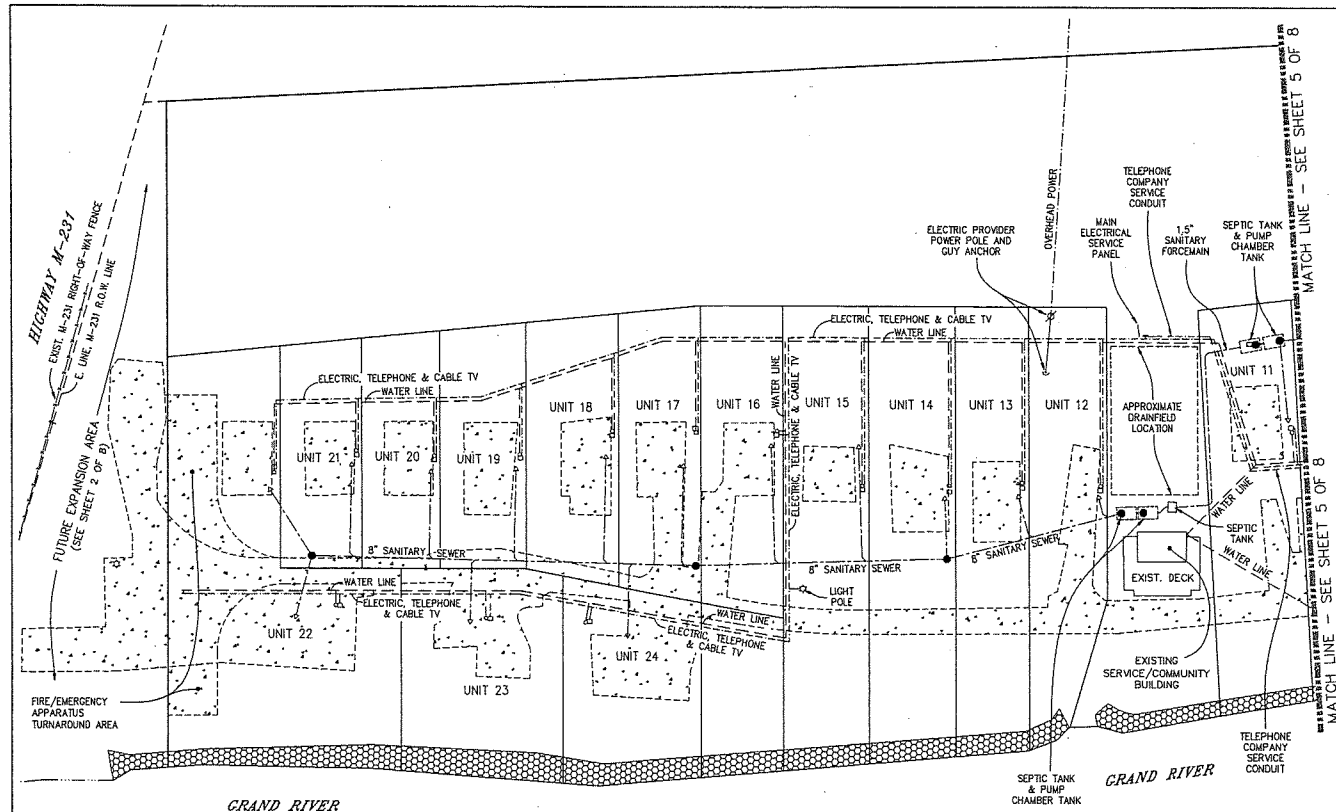
3-30-2017
DATE: *Brian A. Ford*
BRIAN A. FORD
PROFESSIONAL SURVEYOR
REGISTRATION NUMBER 47199
MILANOWSKI AND ENGLERT
ENGINEERING & SURVEYING, INC.
927 BEECHTREE, SUITE 3
GRAND HAVEN, MICHIGAN 49417

PROPOSED DATED: MARCH 30, 2017
THIS SHEET PREPARED BY:
MILANOWSKI & ENGLERT
ENGINEERING & SURVEYING, INC.
927 Beechtree Street, Suite 3
Grand Haven, Michigan 49417
Phone: 616-847-4070 Fax: 616-847-6626
GRAND RIVER LANDING
SECTION 33, TOWN 8 NORTH, RANGE 15 WEST,
CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN
DATE 3-30-2017 DRAWN BY TV/DRB
SHEET 7 OF 8 JOB NO. 15425



UTILITY PLAN
UNITS 1 THRU 10

15425.RV SITE CONDO PLANS.DWG PLOT000 J-10-2017



| LEGEND | |
|----------|---|
| UNIT 2 | UNIT DESIGNATION |
| [Symbol] | EXISTING GRAVEL ROADWAY AND RV PARKING PADS |
| [Symbol] | RIP-RAP SHORELINE PROTECTION (LIMITED COMMON ELEMENT) |
| [Symbol] | SANITARY SEWER MANHOLE |
| [Symbol] | SANITARY SEWER CONNECTION |
| [Symbol] | WATER CONNECTION |
| [Symbol] | ELECTRIC, TELEPHONE & CABLE TV SERVICE PEDESTAL |
| [Symbol] | POWER POLE |
| [Symbol] | LIGHT POLE |
| [Symbol] | SANITARY SEWER |
| [Symbol] | WATERMAIN |
| [Symbol] | OVERHEAD UTILITY LINES (NOTED AS TO TYPE) |
| [Symbol] | UNDERGROUND UTILITY LINES (NOTED AS TO TYPE) |

NOTE:
 THE GRAVEL INGRESS/EGRESS DRIVEWAY IS ALSO A FIRE/EMERGENCY APPARATUS ACCESS ROAD. IT SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH THE REQUIREMENTS OF SECTION 0103.6 OF THE INTERNATIONAL FIRE CODE, 2012 EDITION. SIGNS SHALL BE POSTED ON BOTH SIDES OF THE DRIVEWAY.

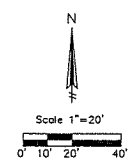
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 Phone: 616-847-4070 Fax: 616-847-6826

GRAND RIVER LANDING
 SECTION 33, TOWN 8 NORTH, RANGE 15 WEST,
 CROCKERY TOWNSHIP, OTTAWA COUNTY, MICHIGAN
 DATE 3-30-2017 DRAWN BY TV/DRB
 SHEET 8 OF 8 JOB NO. 15425



**UTILITY PLAN
 UNITS 11 THRU 24**

15425 - R - SITE CONDO PLANS - PLOTTER: 3-29-2017

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

GRAND RIVER LANDING CONDOMINIUM ASSOCIATION

ID NUMBER: 72090L

received by facsimile transmission on May 3, 2017 is hereby endorsed.

Filed on May 3, 2017 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of May, 2017.

Julia Dale

**Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau**

ARTICLES OF INCORPORATION
OF
GRAND RIVER LANDING CONDOMINIUM ASSOCIATION
(A Nonprofit Domestic Corporation)

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a nonprofit corporation under the laws of the State of Michigan, pursuant to the provisions of Act 162, Public Acts of 1982, as follows:

ARTICLE I

Name

The name of the Corporation is **Grand River Landing Condominium Association**.

ARTICLE II

Purposes

The purpose or purposes for which the Corporation is organized are as follows:

- (a) To manage and administer the affairs of and to maintain Grand River Landing Condominium, a recreational residential condominium, all appurtenances thereto, and the common elements, property and easements thereof (the "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds therefrom for the purposes of the Corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;
- (e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, operate, manage, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium Unit, easements, rights-of-way, licenses or any other

real property, whether or not contiguous to the Condominium, to benefit the members of the Corporation and to further any of the purposes of the Corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure that debt by mortgage, pledge or other lien on the Corporation's property; provided, however, that any such action shall be subject to limitation in amount and to co-owner approval as provided in the Bylaws of the Condominium;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rules and regulations of this Corporation as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(j) To do anything required or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended;

(k) In general, to enter into any kind of activity in connection with the foregoing; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the Condominium's lawful purposes, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

ARTICLE III

Non-Stock; Capitalization; Plan of Financing

The Corporation is organized upon a non-stock basis. The amount of the assets which the Corporation possesses is:

Real property - None;
Personal property - None.

The Corporation is to be financed under the following general plan:

Assessment of members.

ARTICLE IV

Membership Basis

The Corporation is organized on a membership basis.

ARTICLE V

Resident Agent: Registered Office

The initial resident agent of the Corporation is Thomas Van Ofen, whose address is 15101 120th Avenue, Nunica, Michigan 49448, which is the initial registered office. The mailing address of the initial registered office is the same.

ARTICLE VI

Incorporator

The name and address of the Incorporator are as follows:

| <u>Name</u> | <u>Address</u> |
|----------------|--|
| Mark A. Kleist | 100 North Third Street P.O. Box 454 Grand Haven, MI 49417-0454 |

ARTICLE VII

Membership

The qualifications of members, the manner of their admission to the Corporation, the termination of membership, and voting by such members shall be as follows:

(a) Each co-owner (including the Developer) of a Condominium unit shall be a member of the Corporation, and no other person or entity shall be entitled to membership, except that the Incorporator shall be a member of the Corporation until such time as the Developer becomes a member as hereinafter provided, at which time the Incorporator's membership shall terminate.

(b) Membership in the Corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by the acquisition of legal or equitable title to a Condominium unit and by recording with the Register of Deeds in the county where the Condominium is located a deed or other instrument evidencing such title and the furnishing of evidence of such acquisition and recording satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishing the Condominium), the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner of such unit thereby being terminated.

(c) Neither membership nor the share of a member in the funds and assets of the Corporation can be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of the Condominium and the Bylaws of this Corporation.

ARTICLE VIII

Director Indemnification

The members of the board of directors shall be volunteer directors within the meaning of Act 170 of the Public Acts of 1987. A volunteer director of the Corporation shall not be personally liable to the Corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (a) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (b) intentional infliction of harm on the corporation or its shareholders or members;
- (c) a violation of section 551 of the Act;
- (d) an intentional criminal act; or
- (e) a liability imposed under section 497(a) of the Act.

A volunteer director of the Corporation shall only be personally liable for monetary damages for a breach of fiduciary duty as a director to the Corporation and its members to the extent set forth in this Article VIII. Any repeal or modification of this Article shall not adversely affect any right or protection of any volunteer director of this Corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

ARTICLE IX

Non-Director Volunteers

The Corporation assumes liability for all acts of omissions of a non-director volunteer occurring after the date this document is filed with the Michigan Department of Labor & Economic Growth, provided that all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) The volunteer was acting in good faith;
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (d) The volunteer's conduct was not an intentional tort; and

(e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under Section 3135 of the Insurance Code of 1956.

ARTICLE X

Conflicts of Interest

No contract or other transaction between the Corporation and any other corporation, firm, or association shall be voidable by the fact that any one or more of the directors or officers of the Corporation are interested in or are directors or officers of such other corporation, firm, or association, and any director or officer individually may be a party to or may be interested in any contract or transaction of the Corporation; provided, that the contract or other transaction is fair and reasonable to the Corporation when it is authorized, approved, or ratified and that the material facts as to such relationship or interest are disclosed or known to the board or committee at the time it is authorized, approved, or ratified. Such authorization, approval, or ratification must be by a vote sufficient for the purpose without counting the person desiring to contract with the Corporation who is a director or officer of the Corporation, and any such person is hereby relieved from any liability which might otherwise exist from contracting with the Corporation for the benefit of himself or any firm, association, or corporation in which he may be otherwise interested.

ARTICLE XI

Compromise, Arrangement, or Reorganization

When a compromise or arrangement or a plan of reorganization of the Corporation is proposed between the Corporation and its creditors or any class of them or between the Corporation and its members, or any class of them, a court of equity jurisdiction within the state, on application of the Corporation or of a creditor, or of a member of the Corporation, or on application of a receiver appointed for the Corporation, may order a meeting of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors, or of the members or class of members to be affected by the proposed compromise or arrangement or a reorganization, agrees to a compromise or arrangement or a reorganization of the Corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all of the members or class of members, and also on the Corporation.

ARTICLE XII

Action by Written Consent

Any action required or permitted to be taken at an annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of

votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE XIII

Amendment

These Articles may be amended by the affirmative vote of not less than two-thirds of the entire membership of the Corporation; provided, that in no event shall any amendment make changes in the qualifications for membership nor the voting rights of members without the unanimous consent of the membership.

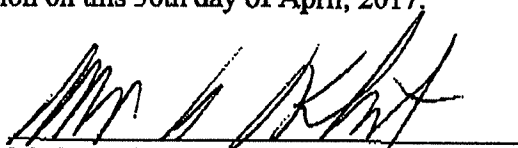
ARTICLE XIV

Termination

In the event the existence of the Corporation shall be terminated for any reason, all assets of the Corporation remaining after payment of obligations imposed by applicable law shall be distributed among the members of the Corporation in the same proportion to which each member's interest in the common elements of the Project bears to the total of such interests.

All other rules of admission, retention and dismissal, and matters related to membership in the Corporation shall be as prescribed by the Bylaws of the Condominium and the Bylaws of this Corporation.

IN WITNESS WHEREOF, the undersigned, the Incorporator of the above-named Corporation, has signed these Articles of Incorporation on this 30th day of April, 2017.



Mark A. Kleist, Incorporator

Prepared By:
Mark A. Kleist
Scholten Fant, P.C.
100 N. Third Street
Grand Haven, MI 49417
(616)842-3030

GRAND RIVER LANDING CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of Grand River Landing Condominium Association (the "**Condominium Bylaws**"), as attached to the Master Deed and recorded in Instrument 2017-0015478, Ottawa County, Michigan, Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation. The Corporation is therein and hereinafter referred to as the "Association."

ARTICLE II

MEETINGS

Section 1. Procedure. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Condominium Bylaws, the Master Deed or the laws of the State of Michigan.

Section 2. Meetings. The first meeting of members of the Association shall be held in accordance with Article III, Section 1, of the Condominium Bylaws. The date, time and place of the first meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, annual meetings of members of the Association shall be held on the first Saturday of October in each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings, the co-owners shall elect the Board of Directors in accordance with the requirements of Article III of these Bylaws and Article IV, Section 1 of the Condominium Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association shall be held in accordance with the provisions of Article III, Section 4, of the Condominium Bylaws.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve a notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice required to be filed with the Association by Article II, Section 3 of the Condominium

Bylaws shall be deemed notice served. Any member, by written waiver of notice signed by such member, may waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of members cannot be held because a quorum, as defined in the Condominium Bylaws, is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

Section 6. Attendance Via Conference Telephone or Similar Communications Equipment. A member may attend and participate in a meeting of members via conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are disclosed to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. Qualifications and Number. The affairs of the Association shall be governed by a Board of Directors, all of whom, except for the directors appointed by the Developer, must be members of (or directors or officers or partners of members of) the Association. The number of Directors shall be established from time to time by resolution of the members of the Association, but in no event shall be fewer than three (3) or more than five (5) (except as specifically provided in Section 2 of this Article).

Section 2. Election. Subject to the provisions of the Condominium Bylaws, the members shall elect the Board of Directors at the initial meeting of members and at each annual meeting thereafter. If a corporation or partnership, including the Developer, is a member, such corporation or partnership shall be entitled to nominate and stand for election to the Board of Directors one (1) representative of the corporation or partnership for each unit then owned by the corporation or partnership. Notwithstanding anything to the contrary herein, until the initial meeting of members and until their successors are duly elected and qualified, the following persons shall serve as the entire Board of Directors of the Association:

Thomas Van Oflen
Sally Van Oflen

Section 3. Vacancies. Vacancies in the Board of Directors (including the first Board of Directors) caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the earlier of either the next annual meeting of the Association or the next meeting of the members held in accordance with the terms of Article III, Section 4 of the Condominium Bylaws. Prior to the first annual meeting of members, the Developer may remove and replace any or all of the

Directors from time to time at its sole discretion, subject to the provisions of the Master Deed and Condominium Bylaws.

Section 4. Removal. At any annual, required or special meeting of the Association duly called, any one (1) or more of the Directors may be removed with or without cause by a vote of a majority in number of all members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. Powers. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 6. Initial Meetings. The first meeting of a newly appointed Board of Directors shall be held within ten (10) days after its election and qualification at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, fax, or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, fax, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meeting of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof unless his appearance is for the purpose of protesting the holding of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. If a quorum of Directors is present at a meeting, the acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the Directors present at a meeting may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a

quorum, but no proxies shall permitted.

Section 11. Bonding. The Board of Directors may require that any officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary or appropriate. Any two (2) offices except those of President and Vice President may be held by one (1) person.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote by a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called in whole or in part for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements, specifying the operating expenses clearly, in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. He shall ensure that expenditures for the maintenance and repairs of common elements and any other expenses incurred by or in behalf of the Condominium are properly recorded. In accordance with Article V, Section 3, of the Condominium Bylaws, the Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. Pursuant to Section 54 of the Michigan Condominium Act, this subsection is not subject to amendment.

Section 8. Other Duties. The offices shall have such other duties powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

FINANCE

Section 1. Handling. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on January 1 and ending December 31. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Depository. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other draft of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Scope of Indemnification. The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, as amended, any person, or his estate or person representative, who is made or threatened to be made a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) because such person is or was a Director or officer of the Association or serves or served in any other enterprise at the request of the Association. Persons who are not Directors or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Directors of the Association. The provisions of this Article shall be applicable to Directors and officers who have ceased to render such service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. The right of indemnity provided herein shall not be exclusive, and the Association may provide

indemnification to any person, by agreement or otherwise, on such terms and conditions as the Board of Directors of the Association may approve. Any agreement for indemnification of any Director, officer, employee or any other person may provide indemnification rights which are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

Section 2. Authorization of Indemnification. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only after ten (10) days written notice to all Co-Owners of the facts surrounding the request for indemnification, when authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article. Such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable, or, even if obtainable, when a quorum of disinterested Directors so directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (3) by the members.

Section 3. Advancing of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 of this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

Section 5. Mergers. For the purposes of this Article, references to the "Association" include all constituent Associations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

ARTICLE VII
AMENDMENTS

Section 1. Method. These Bylaws (but not the Master Deed or Condominium Bylaws) and/or the Articles of Incorporation of the Association may be amended by the Association, at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority in number of all the members, except where a greater majority is expressly required by the Michigan Condominium Act, the Master Deed, Condominium Bylaws, or the Articles of Incorporation.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them. Notice of any proposed amendment shall be given to all members of the Association.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II, Section 3, of these Bylaws, or, in the alternative, the amendment may be considered at an annual meeting of the members.

Section 4. Amendments Prior to Initial Meeting. Prior to the first meeting of members, these Bylaws may be amended only by the Board of Directors of the Association upon the motion of a Director, so long as such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Effective Date. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 or 4 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ARTICLE VIII

MISCELLANEOUS

Section 1. Compliance. These Bylaws are set forth to comply with the requirements of the Michigan Condominium Act, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of the Michigan Condominium Act, or any other applicable law, or with the provisions of such Master Deed or the Exhibits thereto, the provisions of the Michigan Condominium Act, law and the Master Deed shall be controlling, as set forth in the Condominium Bylaws.

Section 2. Gender; Number. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

Prepared By:
Mark A. Kleist
SCHOLTEN FANT
100 North Third Street
Grand Haven, Michigan 49417

ACTION BY SOLE INCORPORATOR

OF

GRAND RIVER LANDING CONDOMINIUM ASSOCIATION

The undersigned, being the sole Incorporator of Grand River Landing Condominium Association ("**Corporation**"), a Michigan nonprofit corporation, adopts the following resolutions in writing and without a meeting pursuant to the provisions of Section 223 of the Michigan Nonprofit Corporation Act:

RESOLVED, that true copies of the Articles of Incorporation of this Corporation which were filed on April _____, 2017, in the office of the Michigan Department of Licensing & Regulatory Affairs, and the Certificate of Incorporation be inserted in the record book of the Corporation;

RESOLVED, that the Bylaws have been presented to and examined by the undersigned Incorporator are hereby adopted and a true copy shall be inserted in the record book of the Corporation;

RESOLVED, that the following persons are hereby elected as the initial directors of the Corporation to hold office and serve until the first annual meeting of the members and until his successors are elected and qualified or until his death, resignation, or removal:

Thomas Van Oflen
Sally Van Oflen

It is the intention of the Incorporator that upon execution of this instrument the action authorized shall be valid for all purposes to the same extent as if authorized at a duly noticed and held organizational meeting of the Incorporator.

IN WITNESS WHEREOF, the undersigned Incorporator has executed this writing effective May _____, 2017.



Mark A. Kleist

**ACTION BY WRITTEN CONSENT
OF THE INITIAL DIRECTORS
OF**

GRAND RIVER LANDING CONDOMINIUM ASSOCIATION

The undersigned, being the Directors of Grand River Landing Condominium Association ("**Corporation**"), a Michigan nonprofit corporation, hereby consent to the following actions in writing and without a meeting in accordance with the provisions of Section 525 of the Michigan Nonprofit Corporation Act:

RESOLVED, by the Directors of this Corporation that:

1. Ratification of Acts of Incorporator. The acts of the Incorporator of this Corporation are in all respects approved, adopted, ratified, and confirmed, and that all expenses incurred by the Incorporator on behalf of the Corporation shall be paid or reimbursed by the Corporation.
2. Corporate Seal. There shall be no Corporate Seal for the Corporation.
3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of the next succeeding December.
4. Annual Meeting. The date for the annual meeting of the members of the Corporation shall be April 1st of each year until further action of the Board.
5. Election of Officers. The following persons are elected to the office of the Corporation set forth opposite their name to serve until their successor shall have been duly elected and qualified or until their death, resignation, or removal from office:

Thomas Van Oflen
Sally Van Oflen

President and Treasurer
Vice President and Secretary

6. Payment of Organization Expenses. The officers of the Corporation are hereby authorized and directed to pay out of the funds of this Corporation all the expenses incurred in connection with the incorporation and organization of this Corporation. Pursuant to Section 248(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, this Corporation hereby elects to deduct such organization expenses ratably over a period of sixty (60) months starting with the month in which it began business.
7. Authority of Officers. The officers of this Corporation are authorized and directed to take all action and execute all documents necessary to effectuate the purposes of any of the foregoing resolutions.

IN WITNESS OF WHICH CONSENT, the undersigned have executed this writing effective May 1, 2017.

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Thomas Van Oflen

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Sally Van Oflen

**PURCHASE AGREEMENT FOR A CONDOMINIUM UNIT IN GRAND RIVER LANDING
CONDOMINIUM**

THIS AGREEMENT is made effective as of _____, 2017 between Grand River Landing, Inc., a Michigan corporation, of 15101 120th Ave, Nunica, Michigan 49448 ("Seller"), and _____ ("Buyer").

1. General Agreement and Description of Premises.

Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and all gas, oil and mineral rights owned by Seller, and with all of Seller's right, title and interest in all adjoining public ways, a condominium unit ("the Unit") in Grand River Landing Condominium, now commonly known as 15101 120th Ave, Nunica, Michigan ("the Project"), and legally described as:

Unit _____, Grand River Landing Condominium, according to the Master Deed recorded in Instrument 2017-0015478, Ottawa County Records, as amended, together with all rights in general and limited common elements appurtenant thereto;

Subject to all reservations, restrictions and easements apparent and of record; and subject to all restrictions imposed by the Master Deed, Condominium Bylaws, and Condominium Subdivision Plan of the Grand River Landing Condominium, or by the Articles and Bylaws, and rules and regulations (if any) of the Grand River Landing Condominium Association, Inc., as now existing or hereafter amended.

2. Purchase Price.

The purchase price for the Unit shall be _____ (\$ _____) Dollars, payable as follows:

(a) _____ (\$____) Dollars as earnest money payable upon the signing of this agreement by Buyer. The earnest money shall be retained by Seller and applied to the purchase price. In the event Buyer fails to comply with the terms of this agreement, Seller may, at its option, retain the earnest money as liquidated damages, or alternately, retain the earnest money as partial payment of the purchase price and pursue its legal and/or equitable remedies against Buyer.

(b) At closing, **either** (i) Buyer, upon execution and delivery of a warranty deed, will pay the remaining balance of the purchase price in full to Seller, by wire transfer, certified or cashier's check or (ii) in the event the parties agree on a land contract sale, upon execution and delivery of a Land Contract, in the form attached hereto as Exhibit A, Buyer will pay the down payment of _____ (\$_____) by wire transfer, certified or cashier's check.

All funds paid by Buyer to Seller in connection with the purchase of the Unit shall be deposited in an escrow account with an escrow agent. The escrow agreement between the Seller (as developer) and the escrow agent is hereby incorporated in this agreement by reference. If Buyer should choose to withdrawal from this agreement as described in section 13 of this agreement, then within three business days after that withdrawal the funds on deposit with the escrow agent shall be returned to the Buyer. The name and address of the escrow agent is: Lighthouse Title Insurance Company is _____, Grand Haven, Michigan 49417..

Check this box if Buyer is making an offer that is contingent upon Buyer obtaining purchase money mortgage financing:

Nothing contained herein to the contrary, Buyer's duty to perform hereunder is subject to and contingent upon Buyer qualifying for and obtaining conventional mortgage financing in the sum of \$_____ for which Buyer agrees to immediately apply. This contingency is to be removed by _____, 20___. In the event that this contingency cannot be removed by said date, this agreement shall become null and void and the earnest money shall be returned to Buyer in full. If Seller shall receive a non-contingent cash offer from a third party prior to _____, 20___, in a sum equal to or greater than the purchase price recited in this agreement, then Buyer shall have 48 hours to remove this contingency; otherwise, Seller shall be entitled to declare this agreement null and void and execute a purchase agreement with the third party. Seller reserves the right to continue to offer the Unit for sale, including the posting of a sign on the Unit and the placing of advertising in an effort to secure another buyer for the Unit. If Seller receives a subsequent bona fide written offer which the Seller wishes to accept, for a purchase price equal to or greater than the purchase price to be paid by Buyer under this agreement, the Seller will promptly provide written notice thereof to the Buyer, which notice will state that the Buyer has forty-eight (48) hours within which to deliver to Seller a written notice stating that the Buyer is removing the financing contingency. If the Buyer foils to deliver that written notice within forty-eight (48) hours, this agreement will become void, and the earnest money shall be returned to Buyer.

3. Taxes and Assessments.

Real estate taxes allocated to the Unit paid or to be paid in the year of closing shall be prorated as of the date of closing using the calendar-year method. Under the calendar-year method, any real estate tax bill which first becomes due and payable during a calendar year is deemed to be related to that entire calendar year. Seller's share of any real estate tax bills first becoming due and payable during the calendar year of closing shall be determined by multiplying the aggregate amount of all such bills by a fraction, the numerator of which shall be the number of days from January 1 to, but not including, the closing date and the denominator of which shall be 365. Buyer's share shall be the aggregate amount of all such bills less Seller's share. If the exact amount of any real estate taxes is not known on the date of closing, the proration shall be based on the last bill received, without subsequent adjustment.

The annual condominium assessment for the year of sale of \$_____ shall be paid in full at the closing. All installments of special assessments, condominium association assessments, hook-up charges and other similar charges upon the Unit which become due and payable after the date hereof, shall be assumed and paid by Buyer.

4. Evidence of Title and Title Insurance.

Seller agrees to deliver to Buyer, ten days prior to closing, a commitment for title insurance, for an amount not less than the purchase price herein, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by the title commitment are, in the sole discretion of Buyer, deemed unreasonable, the Seller shall have 45 days from the date Seller is notified in writing to remedy same. If Seller remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale, within ten days of written notification thereof. If the Seller fails to remedy the title within the time above specified, the earnest money provided above shall be refunded forthwith in full termination of this agreement. The premium for the owner's policy of title insurance shall be paid by Seller.

5. Survey.

Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Unit and any improvements thereon without regard to any representations that may have been made by the Seller or any other person; except as set forth on the Condominium Subdivision Plan for the Project..

6. Condition of Unit and Examination by Buyer.

NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE UNIT ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE UNIT AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND ANY BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE UNIT ARE BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER.

All improvements on the Unit are to be delivered to Buyer in as good a condition as they are in at the effective date of this agreement, normal wear and tear excepted.

Seller acknowledges that he knows of no conditions existing in the Unit that would make the Unit uninhabitable.

7. Environmental Conditions.

The Unit is located in a 100 year flood plain and Buyer is encouraged to purchase flood and other insurance for the Unit.

8. Closing.

The closing of the sale shall take place at Lighthouse Title Insurance Company at a reasonable time mutually acceptable to Seller and Buyer after the title evidence has been submitted to, and approved by Buyer. In no event, however, shall closing be delayed beyond _____, 20__ unless the delay is due to a defect in title which Seller has been given further time to cure pursuant to section 4 of this agreement. The parties will execute an IRS closing report form 1099S at closing.

9. Possession.

Possession of the Unit is to be delivered to Buyer by Seller: at closing on or before _____, 20__.

10. Costs.

Seller shall be responsible to pay the Michigan transfer tax, and the recording fee for any instrument which must be recorded to transfer title as required by this agreement. Buyer shall pay for the cost of recording the warranty deed or land contract to be delivered at closing.

11. Buyer's Right to Withdraw.

The Buyer may withdraw from this agreement without cause or without penalty if the withdrawal is made before conveyance of the Unit, and within nine business days after Buyer's receipt of the documents described in section 14 of this agreement. Buyer may waive this right of withdrawal in exceptional cases, and only pursuant to a written waiver form.

12. Provision of Documents.

Pursuant to Section 84a of the Michigan Condominium Act, the Seller shall provide copies of the following condominium documents to a prospective purchaser of a Unit in the Project upon the signing of this purchase agreement; the Condominium Buyer's Handbook created by the Michigan Department of Licensing and Regulatory Affairs; a Disclosure Statement relating to the Project; and the recorded Master Deed (with attachments). At the time the Buyer receives those documents, the Seller must provide a separate form that explains the provisions of Section 84a of the Michigan Condominium Act. The signature of the Buyer upon that form is prima facie evidence that the documents were received and understood by the Buyer.

13. Miscellaneous.

The headings as used in the paragraphs of this agreement are for convenience only. When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

Buyer may not assign his rights under this agreement. This agreement shall be binding upon the parties hereto, and upon their respective heirs, personal representatives and successors.

It is understood and agreed that all understandings and agreements hereto made between the Buyer and the Seller are merged into this agreement, which alone fully and completely expresses the agreement of the parties. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

No alteration or amendment of this agreement shall be permitted unless in writing and signed by Buyer and Seller. The representations, warranties, covenants, conditions and agreements contained in this agreement and any instrument provided for herein shall not merge in but shall expressly survive the closing and continue in full force and effect after the consummation of this purchase and sale and continue until all liabilities of Seller and Buyer have been fully satisfied.

This agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan. All claims, controversies and causes of action arising under or pertaining to this agreement shall be venued in the general civil trial courts of Ottawa County, Michigan; however, the following shall also apply:

"At the exclusive option of the purchaser (Buyer) any claim which might be the subject of a civil action against the developer (Seller) which involves an amount less than \$2,500.00, and arises out of or relates to this purchase agreement or the unit or project to which this agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in Muskegon County, Michigan and in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction."

14. Additional Terms.

SELLER:

GRAND RIVER LANDING, INC.

By: _____

Its: _____

Date: _____, 20__

PLEASE READ ALL OF THIS AGREEMENT BEFORE SIGNING. BY SIGNING YOUR NAME YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THE ENTIRE AGREEMENT AND THAT YOU HAVE DISCUSSED ITS TERMS WITH GRAND RIVER LANDING, INC TO THE EXTENT THAT YOU DESIRE NEVER SIGN AN AGREEMENT THAT YOU DO NOT UNDERSTAND. BY SIGNING YOUR NAME YOU ARE ACKNOWLEDGING THAT YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT.

BUYER:

PLEASE NOTE: All persons who are a Buyer must sign. All persons signing as a representative of a Buyer pursuant to a power of attorney, as a company officer or with other legal qualification, or by court appointment or operation of law, must indicate the nature of their authority next to or below their signature.

**GRAND RIVER LANDING
CONDOMINIUM RESERVATION ESCROW AGREEMENT**

This agreement (the "Agreement") is made on September __, 2016, by and between **GRAND RIVER LANDING, INC.**, a Michigan corporation, of 15101 120th Ave., Nunica, Michigan 49448 (the "Developer"), and **LIGHTHOUSE TITLE COMPANY**, of 1830 172nd Ave., Grand Haven, Michigan 49417 ("Escrow Agent") on the terms and conditions set forth below.

1. Creation of escrow. Developer is establishing a recreational campground condominium project known as Grand River Landing Condominium in the Township of Crockery, Ottawa County, Michigan (the "**Project**"), under the Michigan Condominium Act (the "**Act**"). Developer intends to enter into preliminary reservation agreements ("**Reservation Agreements**") with depositors ("**Depositors**") for the reservation of units in the Project. The Act requires that cash deposits be held by an escrow agent under an escrow agreement. Escrow Agent is willing to act in that capacity for the Project.

2. Deposits of funds. Simultaneously with the signing of a Reservation Agreement, each Depositor shall pay to Escrow Agent the required deposit (the Deposit), which Escrow Agent shall retain in escrow until further notice from Developer, Depositor, or both.

3. Refund of Deposits. If either Developer or Depositor notifies Escrow Agent in writing at any time to refund the Deposit to Depositor, Escrow Agent shall promptly mail the Deposit to Depositor at the address shown on the Reservation Agreement, the Reservation Agreement shall terminate, and all liability of the Escrow Agent under this Agreement or the Reservation Agreement shall be discharged.

4. Application of Deposits. If either Developer or Depositor notify Escrow Agent in writing to apply the Deposit held under the Reservation Agreement toward sums payable under a Purchase Agreement, Escrow Agent shall so apply the Deposit, this Agreement shall terminate, and all liability of Escrow Agent under this Agreement or the Reservation Agreement shall be discharged.

5. Interest. Escrow Agent shall be under no obligation to earn interest on the Deposit. If interest is earned on the Deposit, the interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer on termination of this Agreement. However, if this Agreement terminates pursuant to the provisions of Section 3, the interest shall be paid to Depositor.

6. Notices. All written notices that are required or permitted by this Agreement and all notices of change of address shall be deemed sufficient if personally delivered or sent by first-class mail or by registered or certified mail, postage prepaid, addressed to the recipient party at the address shown in the applicable Reservation Agreement.

7. Release and capacity of Escrow Agent. On delivering the Deposit pursuant to the Reservation Agreement and performing the obligations and services stated in this Agreement, Escrow Agent shall be released from any further liability under both Agreements. It is expressly understood that Escrow Agent's liability is limited by the terms and provisions set forth in the Reservation Agreements and in this Agreement and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not responsible or liable for the sufficiency, correctness, genuineness, or validity of the documents submitted to it. Escrow Agent is not responsible for the failure of any bank it uses as an escrow depository for the Deposit.

ESCROW AGENT

DEVELOPER

LIGHTHOUSE TITLE COMPANY,
a Michigan corporation

GRAND RIVER LANDING, INC
a Michigan corporation

By: _____

By: _____

Its: _____

Its: _____



THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 170 of 2015 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: www.michigan.gov/condo

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
 - The developer's previous experience with condominium projects.
 - Any warranties undertaken by the developer.
 - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
 - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than \$20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Professional Licensing
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 373-8068
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.