

**MASTER DEED  
LAKETOWN CROSSINGS**

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

Allegan County Condominium Subdivision Plan No. \_\_\_\_\_

1. Master Deed establishing:           Laketown Crossings, a Condominium Project.
2. Exhibit A to Master Deed:         Condominium Bylaws of Laketown Crossings.
3. Exhibit B to Master Deed:         Condominium Subdivision Plan for Laketown Crossings.
4. Exhibit C to Master Deed:         Consent to Submission of Real Property to Condominium Project.
5. Exhibit D to Master Deed:         Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

No interest in real estate is being conveyed by this instrument. No revenue stamps are required.

This Master Deed Prepared by:

William A. Sikkel, Esq.  
**Property Law Solutions, PLC**  
42 East Lakewood Blvd.  
Holland, MI 49424  
(616) 394-3025

**LAKETOWN CROSSINGS  
MASTER DEED**

This Master Deed is made June **16**, 2017 by **COPPER LEAF DEVELOPMENT, LLC**, of 4191 128th Avenue, Holland, Michigan 49424 (the “**Developer**”), pursuant to the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “**Act**”).

The Developer desires by recording this Master Deed, together with the Bylaws attached as **Exhibit A** and the Condominium Subdivision Plan attached as **Exhibit B** (both of which are incorporated in this Master Deed by reference and made a part of it), to establish the real property described in ARTICLE II below, together with the improvements located and to be located on it, and the appurtenances to it, as a Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording of this Master Deed, establish Laketown Crossings as a Condominium Project under the Act and does declare that Laketown Crossings (referred to as the “**Condominium**”, “**Project**” or the “**Condominium Project**”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations stated in this Master Deed and Exhibits A and B to it, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Project is a residential condominium comprising 26 units.

The Condominium Project shall be known as Laketown Crossings, Laketown Township, Allegan County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are depicted completely in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Owners the General Common Elements of the Condominium Project.

## ARTICLE II LEGAL DESCRIPTION

The land on which the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is located in Laketown Township, Allegan County, Michigan and described as follows:

Part of the Northeast 1/4 of Section 3, Town 4 North, Range 16 West, Laketown Township, Allegan County, Michigan, described as: Beginning at the East 1/4 corner of said Section 3; thence N88°58'59"W 1077.64 feet along the East-West 1/4 line of said Section 3; thence N00°31'03"W 500.06 feet; thence S88°58'59"E 432.98 feet; thence S00°21'47"E 100.03 feet; thence S88°58'59"E 645.99 feet; thence S00°22'00"E 400.00 feet along the East line of said Section 3 to the Point of Beginning. Subject to right of way for 147th Avenue over the South 33.00 feet thereof; also subject to right of way for 64th Street over the East 33.00 feet thereof.

together with and subject to easements, mineral reservations, if any, restrictions, and governmental limitations of record. Also subject to the easements set forth on the Condominium Subdivision Plan attached as Exhibit B, or as declared and reserved in ARTICLE VIII below.

## ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B to it, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Laketown Crossings Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Laketown Crossings as a condominium. Wherever used in such documents or any other pertinent instruments, the terms stated below shall be defined as follows:

1. *Act.* The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. *Association.* "Association" means Laketown Crossings Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
3. *Bylaws.* "Bylaws" means Exhibit A to this Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

4. *Common Elements.* “Common Elements”, where used without modification, means both the General and Limited Common Elements described in ARTICLE IV of this Master Deed.

5. *Condominium Documents.* “Condominium Documents” means and includes this Master Deed and Exhibits A and B to it, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

6. *Condominium Premises.* “Condominium Premises” means and includes the land described in ARTICLE II above, all improvements and structures on it, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

7. *Condominium Project, Condominium or Project.* “Condominium Project”, “Condominium” or “Project” each means Laketown Crossings as a Condominium Project established in conformity with the Act.

8. *Condominium Subdivision Plan.* “Condominium Subdivision Plan” means Exhibit B to this Master Deed.

9. *Consolidating Master Deed.* “Consolidating Master Deed”, means the final amended Master Deed, if any, which shall describe Laketown Crossings as a completed Condominium Project and shall reflect the land area, if any, as contracted, expanded, or converted pursuant to this Master Deed from time to time, and all Units and Common Elements resulting, and which shall fully describe the Condominium Project as completed, including the final readjusted percentages of value assigned to each Condominium Unit. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Allegan County Register of Deeds confirming that the Units and Common Elements as built are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

10. *Developer.* “Developer” means Copper Leaf Development, LLC, which has made and executed this Master Deed, and their successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever those terms are used in the Condominium Documents. “Developer” does not include a real estate broker acting as agent for the Developer in selling Condominium Units or a residential builder who acquires title to one or more Condominium Units for the purpose of residential construction on those Condominium Units and subsequent resale.

11. *Development and Sales Period.* “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer under them, shall be deemed to continue for so long as either Developer, or an entity in which either Developer is a general partner, member, or stockholder, continues to own any Unit in the Project.

12. *First Annual Meeting.* “First Annual Meeting” means the initial meeting at which non-developer Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting.

13. *Owner.* “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination of them who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “co-owner”.

14. *Transitional Control Date.* “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

15. *Unit or Condominium Unit.* “Unit” or “Condominium Unit” each mean a single Unit in Laketown Crossings, as the space may be described in ARTICLE V, Section 1, of this Master Deed and on Exhibit B to it, and shall have the same meaning as the term “Condominium Unit” is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer is not obligated to install any structures within the Units or their appurtenant Limited Common Elements.

Terms not defined in this Master Deed, 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 in this Master Deed is made to one gender, it shall include a reference to any and all genders where the same would be appropriate; similarly, whenever any reference in this Master Deed is made to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

#### **ARTICLE IV COMMON ELEMENTS**

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement of them, are as follows:

1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in ARTICLE II of this Master Deed (other than those portions of the land described in ARTICLE V, Sections 1 and 2, below, and in the Condominium Subdivision Plan as constituting Units or Limited Common Elements), together with all easements described in this Master Deed or the Condominium Subdivision Plan, and private drives, roads, sidewalks, parking areas, parking spaces, lawns and landscaping not identified as Limited Common Elements.

(b) **Easements.** All beneficial ingress, egress, utility, storm drainage and other applicable easements, and the rights provided therein, specifically identified on the Condominium Subdivision Plans as General Common Elements.

(c) **Electrical.** The electrical wiring throughout the Project up to the point of connections with, but not including electrical fixtures, plugs and switches within any structure built upon a Unit.

(d) **Gas.** The gas distribution system throughout the Project up to the point of connections with, but not including, gas fixtures within any structure built upon a Unit.

(e) **Improvements.** All of the improvements not identified as Limited Common Elements and not located within the boundaries of a Condominium Unit (unless otherwise expressly provided in the Condominium Documents). Those structures and improvements that now or after this date are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(f) **Sanitary and Storm Sewer.** The sanitary and storm sewer system throughout the Project.

(g) **Site Lighting.** Any lights designed to provide illumination for the Condominium Premises as a whole.

(h) **Telecommunications.** The telecommunications system, including cable television, communications, telephone, and/or optical fiber wiring, if and when it may be installed throughout the Project, up to the point of connections with, but not including, the plugs, telephone and computer facilities upon any structure built upon any Unit.

(i) **Water.** The water distribution and plumbing systems throughout the Project up to the point of connections with, but not including, plumbing fixtures within any structure built upon a Unit.

(j) **Building Elements.** The foundations, footings, support columns, roofs, and perimeter walls (including the studs and insulation, but excluding drywall, doors and windows) of any structure located upon or within a Unit.

(k) **Entry Improvements.** The entry signage and other improvements located at or near the entrance to the Project, if any.

(l) **Sidewalk.** The sidewalk connecting Copperleaf Court to the intersection of 147<sup>th</sup> Avenue and 64<sup>th</sup> Street, as shown on the Condominium Subdivision Plan.

(m) **Other.** Such other elements of the Project not designated in this Master Deed or its Exhibits as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads), and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment and the cable television system shall be General Common Elements only to the extent of the Owners' interest in them, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The public utility companies may

install and maintain utility lines where reasonably necessary within the General and Limited Common Elements of the Condominium Project.

2. **Limited Common Elements.** The Limited Common Elements, which, except as otherwise provided in this section, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit), and shall be subject to the exclusive use and enjoyment of the Owners of such Unit or Units, or their designees, are:

(a) **Driveways.** The portion of any driveway serving a structure built upon a Unit and located between the structure and Copper Leaf Court. In the absence of an express assignment, the driveway shall be deemed appurtenant to the Condominium Unit or Units that such driveway serves.

(b) **Decks and Patios.** Each individual deck or patio in the Condominium Project, which shall be appurtenant to and reserved for use by the owners of the Unit on which the deck or patio is located on.

(c) **Perimeter and Interior Walls and Unit Surfaces.** The interior surfaces of perimeter and interior walls, ceilings and floors located within a structure built upon a Unit (if there are drop ceilings, "ceiling" shall mean the ceiling above the drop ceiling), including the drywall, paint and finished flooring.

(d) **Windows, Doors, Sliders and Screens.** The windows, doors (including garage doors and their opening mechanism), sliders and/or screens located within a structure built upon any Unit, which will be appurtenant to the Unit served by such windows, doors, sliders and screens.

(e) **Heating and Cooling Appliances.** The separate furnace, water heater, air-conditioner and/or compressor located within a structure built upon a Unit and serving that Unit exclusively.

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

(g) **Entrances and Canopies.** The entrances to any structure built upon a Unit and any canopy covering such entrances.

(h) **Mail Boxes.** The mail or paper box located on a Unit or permitted by the Association on the General Common Elements to serve the building constructed on a Unit.

3. **Maintenance Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Association.** Except as provided below, the Association shall maintain, decorate, repair and replace, as a general expense of administration, all General and Limited Common Elements.

(b) **Driveways, Sidewalks Snow Removal and Yard Areas.** The Association shall maintain repair, and replace, all driveways, sidewalks and walks throughout the Project, including those that may be located upon an individual Unit. Such maintenance includes the snow plowing of all drives and removal of snow from all walks. The Association shall also maintain all yard areas and landscaping within the Condominium, including that contained within Unit boundaries.

(c) **Windows, Doors and Interior Unit Surfaces.** Each Unit Owner shall maintain, decorate, repair and replace, at his or her expense, the Limited Common Elements designated in Article IV, Section 2(c) and 2(d) above.

(d) **Mechanical Equipment and Appliances.** Each Unit Owner shall also maintain, repair and replace, at his or her expense, any heat pump or furnace, air conditioner, compressor, fireplace, plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, air purifier, sound system, microwave, lighting and other appliances and items located within a structure built upon a Unit that are not General Common Elements, whether or not they are located within his or her particular Unit.

(e) **Building Elements.** The Association shall be responsible to repair, replace, and maintain the Building Elements described in Article IV, Section 1(j) above, including those Building Elements located within Unit boundaries.

(f) **Utilities.** Each Unit Owner shall be responsible for payment of the utilities attributable to his or her Unit.

(g) **Private Roads and Storm Sewer.** The Association shall be responsible for the cost of maintenance, repair and replacement of all storm sewer lines and the cost of maintenance, snow plowing, repair and replacement of the private roads, driveways or parking areas within the boundaries of the Project, and all sidewalks.

(h) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair and replacement of all Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of an Owner or its agent or invitee, for which such Owner shall be wholly responsible. In no event shall the City or any other governmental agency be responsible for the maintenance, repair or upkeep of the private drives or other Common Elements of the Project.

(i) **Failure to Maintain.** In the event an 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 areas required by this Master Deed, the Association (or the Developer during the Development and Sales Period), shall have the right, but not the obligation, to undertake such reasonably uniform, periodic maintenance functions with respect to these areas as it may deem appropriate.

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 instances to be borne by an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents 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.

4. **Use of Units and Common Elements.**

(a) No Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will unreasonably interfere with or impair the rights of any other Owner in the use and enjoyment of its Unit or the Common Elements.

(b) Public utilities furnishing services to the Condominium Project, such as electricity, gas, water, sewage disposal and telephone, shall have access to the Common Elements and the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services shall be an expense of administration, to be assessed against all co-owners in accordance with the Condominium Bylaws attached as Exhibit A.

5. **Private Drive - Not Maintained by Laketown Township.**

(a) The condominium Project is served by Copperleaf Court, a private drive providing for ingress and egress as depicted on the Condominium Subdivision Plan.

(b) Copper Leaf Court is a General Common Element of the Condominium, and shall be maintained by the Laketown Crossings Condominium Association, with costs assessed to the members of the Association. If the private drive is not maintained in good condition and repair, Laketown Township shall have the option, but not the duty, to repair the private drives itself or with a third party contractor, and to assess the full cost of repair or maintenance, plus a 10% Administration Fee, as a lien against all of the lands and premises included in the Condominium. In such event, all Owners shall be deemed to have petitioned for the repair and maintenance of Copperleaf Court as provided by Michigan Act 188 of 1954, as amended, and to have consented to the imposition of a Special Assessment under the act for the Township's costs to maintain and repair Copperleaf Court.

(c) **ALL OWNERS ARE PLACED ON NOTICE THAT THE PRIVATE DRIVE KNOWN AS COPPERLEAFT COURT IS A PRIVATE STREET AND WILL NOT BE REPAIRED OR MAINTAINED BY THE TOWNSHIP AND WILL NOT BE PROVIDED WITH SNOW PLOWING BY THE TOWNSHIP.** No public funds are available or will be used to construct, reconstruct, maintain, repair,

improve or snowplow Copperleaf Court. If it is ever desired that the drive becomes a public street to be repaired, maintained and snow plowed by the Township, any modifications to the drive necessary before the Township will assume jurisdiction and responsibility for the drive shall be at the exclusive expense of the Association, the costs for which the Owners will be assessed under the Bylaws, without any cost or expense to the Township or any other governmental agency.

(d) No Owner shall prohibit, restrict, limit or in any way interfere with normal ingress or egress and other use of the private drive by any other Owner, their guests, trades people and others with legitimate purposes who are traveling to or returning from any of the Units.

6. **Power of Attorney.** All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do thereby irrevocably appoint the Developer during the Development Period, and after that time the Association, as agent and attorney in connection with all matters concerning the General Common Elements and their respective interests in the General Common Elements.

**ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Laketown Crossings as prepared by Nederveld, Inc.. There are 10 Units in the Condominium Project. Each Unit shall consist of all the land contained within the Unit boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances to it.

2. **Percentage of Value.** The total value of the Project is 100%. The percentage of value assigned to each Unit is set forth below. The percentages of value are computed generally based on the approximate relative size of each Unit, and the number of buildings the Developer anticipates will be constructed on each Unit. The following percentages of value are assigned to the Units:

Unit Number	% Value Assigned	Unit Number	% Value Assigned
1	3.5	14	4.4
2	3.5	15	4.4
3	3.5	16	4.4
4	3.5	17	4.4
5	3.5	18	4.4
6	3.5	19	3.5
7	3.5	20	3.5

8	3.5	21	3.5
9	4.4	22	3.5
10	4.4	23	3.5
11	4.4	24	3.5
12	4.4	25	3.5
13	4.4	26	3.5

The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association.

3. **Modifications of Units.** The number, size or location of Units or of any Limited Common Element appurtenant to a Unit as described in Exhibit B may be modified from time to time, in Developer's sole discretion, by amendment effected solely by the Developer or its successors without the consent of any Owner, mortgagee or other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or purchaser and mortgagee of it. The Developer may also, in connection with any such amendment, readjust the Percentages of Value for all Units in a manner which gives reasonable recognition to such modifications based upon the method of original determination of Percentages of Value for the Project. No Unit modified in accordance with this paragraph shall be conveyed, however, until an amendment to the Master Deed duly reflecting all material changes has been recorded. All Owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any amendment or amendments to this Master Deed necessary to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, the proportionate reallocation of Percentages of Value of existing Units which Developer or its successors may determine to be necessary in conjunction with it. All such interested persons irrevocably appoint the Developer and its successors as agent and attorney for the purpose of executing such amendments to the Master Deed and all other Condominium Documents as may be necessary to effectuate the foregoing.

## ARTICLE VI CONVERTIBLE AREAS

The Condominium is established with convertible areas in accordance with the provisions of this Article and the Act:

1. **Designation of Convertible Areas.** All present and future Common Elements and Units, whether or not so designated on the Condominium Subdivision Plan, are designated as

Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be expanded or converted is 26 Units. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on the other portions of the Project, as determined by Developer in its sole discretion.

2. **Developer's Right to Convert.** The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the number, size, location and configuration of any Unit that it owns or Common Elements in the Project, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements.

3. **Developer's Right to Make Other Improvements.** The Developer reserves the right from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct entrance monuments, statuary or other improvements to the Condominium Premises. The precise location, design and composition of those improvements shall be determined by the Developer in its sole judgment but nothing in this paragraph shall obligate the Developer to make any such improvements whatever. If constructed or installed, the improvements shall be General Common Elements and the costs of maintenance, repair and replacement of them shall be an Association expense.

4. **Restrictions on Conversion.** All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, including the City.

5. **Consent Not Required.** The consent of any Co-Owner shall not be required to convert the Convertible Areas. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions

give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

6. **Amendment of Master Deed.** All modifications to Units and Common Elements made pursuant to this Article shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value stated in ARTICLE V shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Project resulting from the amendment or amendments to this Master Deed. Except as otherwise limited by the Condominium Documents, the precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original percentages of value for the Project. The amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by the amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of the roadways and sidewalks in the Project to any Convertible Area, and to provide access to any Unit from the roadways and sidewalks located in the Project. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached to it as may be reasonably necessary i) to effectuate the redefined Units added, and ii) to create or change restrictions or other terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such Units.

7. **Consent of Interested Parties.** Except as otherwise provided in this Article, the consent of any Co Owner shall not be required to convert the Convertible Areas. All of the Owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits to it. These provisions give notice to all Owners, mortgagees and other persons acquiring any interest in the Project that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

## **ARTICLE VII CONSOLIDATION OR RELOCATION OF UNITS, LIMITED COMMON ELEMENTS**

Without the consent of any person other than the affected mortgagee, one or more Owners may subdivide, consolidate or relocate the boundaries of a Unit and appurtenant Limited

Common Elements by written request to the Association in accordance with Sections 48 and 49 of the Act and this Article as follows:

1. **Subdivision of Units.** Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Limited or General Common Elements in connection with them, and proportionately reallocating the undivided interest in Common Elements and the percentages of value. The Owners requesting the subdivision shall bear all costs of the amendment. The subdivision shall not be effective until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Register of Deeds.

2. **Consolidation of Units or Portions of Them; Relocating of Boundaries.** Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating or deleting the boundaries, combining and re-identifying the Units involved, proportionately reallocating the undivided interests in Common Elements and the percentages of value and providing for conveyancing between or among the Owners involved in the relocation of boundaries. The Owners requesting consolidation of Units or relocation of boundaries shall bear all costs of the amendment. The relocation or deletion of boundaries shall not be effective until the amendment to the Master Deed has been recorded in the office of the Register of Deeds.

3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, diminution, omission and all other necessary modification in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article.

## **ARTICLE VIII EASEMENTS**

1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for any other maintenance after rebuilding in the event of any destruction. There shall also be easements to, through and over those portions of the land, for the continuing maintenance and repair of all utilities in the Condominium.

2. **Easements and Other Rights Retained by Developer.**

(a) **Roadway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all current and future owners of land contiguous to the Condominium Project or any portion or portions of it, an easement for the unrestricted use of the roads and walkways in the Condominium, as it may be expanded or converted, for the purpose of ingress and egress to and from all or any portion of such contiguous land or the Condominium Premises. By way of illustration and not limitation, the Developer may grant easements for ingress and egress purposes to the owners of

contiguous land across the General Common Elements in order to gain access to the roads and walkways within the Project.

(b) **Utility Easements.** The Developer reserves for the benefit of itself its successors and assigns, and all current and future Owners of any land contiguous to the Condominium or any portion or portions of it, perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located in the Condominium, as it may be expanded or converted, and to install new utilities within the Condominium to service any Unit or its Common Elements, and any such land contiguous to the Condominium including, but not limited to, electric, cable television, water, gas, storm and sanitary sewer mains as well as the retention basins, if any, for the Project, as it may be expanded or converted. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, or installs any new utilities in it, the Developer (or any person availing itself of this right) shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utilities referred to in this Section shall be shared by this Condominium and any developed portions of the land contiguous to this Condominium which is served by such utilities. The Owners of this Condominium shall be responsible for payment of a proportionate share of such expenses, which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is the sum of the numerator plus all other sites on the contiguous land which is served by those utilities. Whenever this reserved right is to be utilized, a specific recorded instrument identifying and describing the benefited land shall be recorded by the Developer in which the provisions of this Section shall be confirmed. The Developer reserves the right at any time to grant easements for utilities over, under and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title to utilities to governmental agencies or to utility companies for the benefit of the Project or any contiguous land.

Any such easement or transfer of title may be made by the Developer without the consent of any Owner mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B, recorded in Allegan County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate that grant of easement or transfer of title.

An easement is hereby granted in all improved rights of way, and in Limited and General Common Elements adjacent to them, for public utilities, including but not limited to water, sewer, gas, electric, telephone, and cable television.

3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors action prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises, as it may

be expanded or converted, for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, as it may be expanded or converted, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to it be varied, without the consent of each person benefited by it.

4. **Easements for Installation, Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, as it may be expanded or converted, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of installation, maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the buildings and all other appurtenances and improvements constructed or otherwise located within its Unit, and its Limited Common Elements it is nevertheless a matter of concern that an Owner may fail to properly maintain its Unit or any Limited Common Elements appurtenant to it or any improvements in it in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations or other policies promulgated by the Developer or by the Association. Therefore, in the event an Owner fails, as required by the Master Deed, the Bylaws or any rules and regulations or policies of the Association or the Developer, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located in it or any Limited Common Elements appurtenant to it the Association (or the Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located on it), its appurtenances or any of its Limited Common Elements, all at the expense of the Owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the 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 any Owner, shall be assessed against such Owner and shall be due and payable with its monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments 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 imposition of fines.

5. **Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-



entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively the "Telecommunications") to the Project or any Unit in it. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contractor agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

6. **Miscellaneous.** The Condominium Subdivision Plan depicts various private and public utility easements, including by way of illustration and not limitation, storm water, water, sanitary sewer, gas, electrical and telecommunications easements. Most of the easements have not been created before the date of this Master Deed. All such easements not previously created are hereby created for the purposes stated in the Condominium Subdivision Plans. Also, the Developer reserves the right to install identification signs for the Project within Limited Common Elements. The Association shall maintain the signs and shall have the right of access to install and maintain them.

7. **Termination of Easements.** Developer reserves to itself, and its successors and assigns, 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. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project. No utility easement 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 such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## **ARTICLE IX LEASE OF UNITS**

Developer reserves the right to lease any unsold Unit, without notice to anyone except the Association as required in Article VI of the Bylaws, without the consent of the Owners or any other person, and without approval of the Association, to any tenant, provided that Developer shall include in any such lease a provision obligating the tenant to abide by the Bylaws and rules of the Association.

**ARTICLE X  
AMENDMENT AND TERMINATION**

1. **Pre-Conveyance Amendment.** If there is no Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the Allegan County Register of Deeds Office.

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

(a) **Nonmaterial changes.** The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Association and/or any other agency of the federal government or the State of Michigan. A mortgagee's rights are not materially altered or changed by any amendment as to which the Developer or Association has obtained a written opinion of a licensed real estate appraiser that such amendment does not detrimentally change the value of any Unit affected by the change.

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

(c) **Compliance with law.** Amendments may be made by the Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act or rules, interpretations, or orders adopted by the Michigan Department of Licensing and Regulatory Affairs or its successor or by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

(d) **Reserved Developer rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. Pursuant to Section

90 of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, for a period ending one year after the expiration of the Development and Sales Period, to amend this Master Deed and the other Condominium Documents without approval of any Owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially change the right of an Owner or mortgagee, in which event Owner and mortgagee consent shall be required as provided in this Article. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors, or assigns.

(e) **As-built plans.** A Consolidating Master Deed or amendment to the Master Deed with as-built Plans attached shall be prepared and recorded by the Developer within one year after construction of the Project has been completed.

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

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

(a) **Termination agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement, and the termination shall become effective only when the agreement has been recorded in the Allegan County Register of Deeds Office.

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

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

(d) **Notice to interested parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

**4. Mortgagee Consent.**

(a) To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies.

(b) The date on which the proposed amendment is approved by the requisite majority of Owners is considered the “control date.”

(c) Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one (1) or more Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Unit.

(d) The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

(1) A copy of the amendment or amendments as passed by the Owners.

(2) A statement of the date that the amendment was approved by the requisite majority of Owners.

(3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

(4) A statement containing language in substantially the form described in subsection (e).

(5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

(6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee.

(7) The date by which the mortgagee must return its ballot.

(e) The notice provided by subsection (d) shall contain a statement in substantially the following form:

“A review of the Association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in Laketown Crossings. The Owners of the Condominium adopted the attached amendment to the Condominium Documents on (control date). Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act,

you are entitled to vote on the amendment. You have one (1) vote for each Unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 65-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.”

(f) The amendment is considered to be approved by the first mortgagees if it is approved by 66-2/3% of the first mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes.

(g) The Association shall mail the notice required under subsection (d) to the first mortgagee at the address provided in the mortgage or assignment for notices.

(h) The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

(i) Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

(1) Termination of the Project.

(2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee’s mortgage.

(3) A reallocation of responsibility for maintenance, repair, replacement or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee’s mortgage.

(4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagees mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee’s mortgage.

(5) The modification or elimination of an easement benefiting the Unit subject to the mortgagee’s mortgage.

(6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.

(7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

5. **Withdrawal from Project.** If Developer has not completed development and construction of the entire Condominium Project, including proposed improvements whether identified as "must be built" or "need not be built," during a period ending the later of ten (10) years from the date of commencement of construction by the Developer or six (6) years from the last date on which the power to expand or contract was last exercised by the Developer, the Developer, its successors or assigns have the right to withdraw from the Project all undeveloped portions of the Project without the prior consent of any Owners or mortgagees of Units in the Project, or any other party having an interest in the Project.

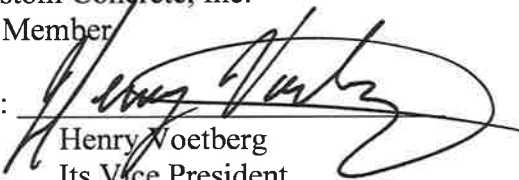
**ARTICLE XI  
ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Allegan County Register of Deeds.

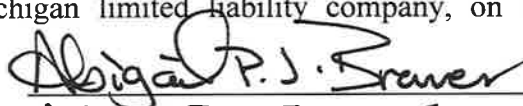
IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

COPPER LEAF DEVELOPMENT, LLC

By: Custom Concrete, Inc.  
Its Member

By:   
Henry Voetberg  
Its Vice President

Acknowledged before me in Ottawa County, Michigan, on June 16, 2017, by Henry Voetberg, as Vice President of Custom Concrete, Inc, a Michigan corporation, as Member of Copper Leaf Development, LLC, a Michigan limited liability company, on behalf of the company.

  
Abigail P.J. Brewer  
Notary Public, State of Michigan, County of Kent  
Acting in the County of Ottawa

Drafted by, and after recording return to:  
William A. Sikkel, Esq.

**Property Law Solutions, PLC**  
42 East Lakewood Blvd.  
Holland, MI 49424  
(616) 394-3025

My commission expires: 11-14-18

## LAKETOWN CROSSINGS

### EXHIBIT A Bylaws

#### ARTICLE I Association of Owners

Laketown Crossings, a residential Condominium Project located in Laketown Township, Allegan County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, called the "**Association**," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended (the "**Act**") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit in it or the Common Elements of it shall be subject to the provisions and terms of the Condominium Documents.

#### ARTICLE II Membership and Voting

1. **Membership.** Each Owner of a Unit, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit. Any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

2. **Vote.** Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

3. **Eligibility to Vote.** No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article III. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 4 of this Article II below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns, and for which the Developer is paying the current assessment then in effect at the date on which the vote is cast.

4. **Definition of Voting Representative.** Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

5. **Quorum.** The presence in person or by proxy of 35% of the Owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

6. **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

7. **Majority.** A majority, except where otherwise provided in these Bylaws, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority stated above and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or be written vote, if applicable, at a given meeting of the members of the Association.



## **ARTICLE III**

### **Meetings**

1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Laketown Crossings have been sold and the purchasers have been qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non developer Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non developer Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members, and no such meeting shall be construed as the First Annual Meeting of members unless so designated as the First Annual Meeting in writing by the Developer. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice shall be given to each Owner, either by first class mail postage prepaid, or by email sent to the unit owner at the email address provided by the Unit Owner to the Association.

3. **Annual Meetings.** Annual meetings of members of the Association shall be held before April 30 of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article V of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

4. **Special Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating its purpose as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

5. **Adjournment.** If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

6. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

7. **Action without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 of this Article for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

8. **Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes of it. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters stated in it. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

#### **ARTICLE IV Advisory Committee**

Within 1 year after the initial conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Owners. The Committee

shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% in number and in value of the non developer Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

## **ARTICLE V Board of Directors**

1. **Number and Qualification of Directors.** The Board of Directors shall be comprised of not less than one nor more than seven directors as shall be fixed from time to time by the Board of Directors. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

2. **Election of Directors.**

(a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owner to the Board. Elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% in number of the Units that may be created, at least 1 director and not less than 25% of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by non-developer Owners.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units that may be created and before conveyance of 90% of such Units, the non-developer Owners shall elect all Directors

of the Board, except that the Developer shall have the right to designate at least 1 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. Whenever the 75% conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer 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 Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Owners under subsection (b) results in a right of non-developer Owners to elect a fractional number of members of the Board of Directors, 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 of Directors that the non-developer Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article III, Section 3.

(vi) For purposes of this Section, "Units that may be created" means the maximum number of Units in all Phases of the Condominium Project as stated in the Master Deed.

(vii) For purposes of calculating the timing of events described in this Section, conveyance by Developer to a residential builder, even though not an affiliate of the Developer, is not considered a sale to a non-developer Owner until such time as the residential builder conveys that Unit with a completed residence on it or until it contains a completed residence which is occupied.

3. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required to be exercised and done by the Owners.

4. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and its Common Elements.

(b) To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate any proceeds from the insurance.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article XIII, Section 26 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons to such committees for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

5. **Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

6. **Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Owners and shall be filled in the manner specified in Section 2(b) of this Article.

7. **Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article II, Section 5. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

8. **First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 10 days of election 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, provided a majority of the whole Board shall be present.