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**MASTER DEED
OF
RIVERTOWN PARK**

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

Kent County Condominium Subdivision Plan No. 792 containing:

- (1) Master Deed establishing Rivertown Park.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Mortgagee's Consent to Submission to Condominium Ownership.
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by and
After Recording Return To:

Jonathan W. Anderson
Varnum, Riddering, Schmidt & HowlettLLP
Bridgewater Place - P.O. Box 352
Grand Rapids, Michigan 49501-0352

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027 179
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043 190
PPN 326-003 split '01
VERIFIED BY PD&M UD

from 326-002-2/00

I HEREBY CERTIFY that there are No Tax Liens or Title Liens by the State or any individual agent of the State in description and all taxes on said land paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.
Date 12-28-2005

Thomas J. Yarnall
Deputy, Kent County Treasurer, Grand Rapids, Michigan

REC'D DEC 28 2005

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Exhibit A – Condominium Bylaws of Rivertown Park

Exhibit B – Condominium Subdivision Plan for Rivertown Park

Exhibit C – Mortgagee's Consent to Submission to Condominium Ownership

Exhibit D – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

**MASTER DEED
of
RIVERTOWN PARK**

This Master Deed is signed and delivered on the ____ day of _____, 2005, by **VINEYARDS VENTURE, LLC**, a Michigan limited liability company, with offices at 1750 South Telegraph Road, Suite 301A, Bloomfield Hills, Michigan 48302 (the "**Developer**"), upon the terms and conditions set forth below.

Article 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Developer is engaged in the development of a condominium project to be known as Rivertown Park (the "**Project**"), in the City of Wyoming, Kent County, Michigan on a parcel of land as described in Article 2.

1.2 Establishment of Condominium. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Article 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be subdivided, held, conveyed, encumbered, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a site condominium consisting of five (5) Master Units (defined below), each of which is permitted to be further subdivided into a separate condominium project, in accordance with Section 4.6 of the Master Deed. The five (5) Master Units which may be developed in the Project, including the number, boundaries, dimensions and area of each Master Unit, are shown on the Condominium Subdivision Plan.

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

Article 2. LEGAL DESCRIPTION OF THE PROPERTY

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

Part of the SE 1/4 and SW 1/4 of Section 29, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SE corner of said Section; thence S89°19'49"W 646.58 feet along the South line of said Section to the Point of Beginning; thence S89°19'49"W 243.18 feet along the South line of said Section; thence N02°02'58"W 168.01 feet; thence S89°19'49"W 150.00 feet; thence N02°02'58"W 225.99 feet; thence S89°19'49"W 582.98 feet; thence N02°02'58"W 148.31 feet; thence S89°19'49"W 643.00 feet; thence S02°02'58"E 542.31 feet; thence S89°19'49"W 320.60 feet along said South line to the South 1/4 corner of said Section; thence S89°08'35"W 400.00 feet along said South line; thence N01°56'01"W 1320.81 feet parallel with the N-S line of said Section; thence N89°09'34"E 400.00 feet along the North line of the SE 1/4 of the SW 1/4 of said Section; thence N01°56'01"W 1320.69 feet along the N-S 1/4 line of said Section; thence N89°11'28"E 1931.63 feet along the E-W 1/4 line of said Section; thence S02°06'26"E 1203.06 feet along the East line of the W 1/2 of the E 1/2 of the SE 1/4 of said Section; thence N89°11'28"E 455.00 feet; thence Southeasterly 182.57 feet along a 195.00 foot radius curve to the left, said curve having a central angle of 53°38'37", and a chord bearing S65°20'25"E 175.97 feet; thence N87°50'06"E 33.00 feet; thence S02°09'54"E 230.00 feet along the East line of said Section; thence S87°50'06"W 645.23 feet; thence S02°06'26"E 1123.03 feet along the East line of the W 1/2 of the E 1/2 of the SE 1/4 of said Section to the Point of Beginning. Subject to highway right-of-way for 52nd Street over the most Southerly 33.00 feet thereof and for Ivanrest Avenue over the most Easterly 33.00 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

2.2 Beneficial Easements. The Project is benefited by and subject to the provisions of the following two easements: (1) Non-Exclusive Access Easement dated September 15, 2005 between GGP-Grandville L.L.C., and Vineyards Venture, LLC, recorded as Instrument No. 20050922-0113811 on September 22, 2005, Kent County Records (the "**GGP Easement**"), and (2) Non-Exclusive Access Easement dated October 26, 2005, between Wilsontown, L.L.C. and Vineyards Venture, LLC, recorded as Instrument No. 20051101-0133347 on November 1, 2005, Kent County Records (the "**Wilsontown Easement**") (the GGP Easement and the Wilsontown Easement are collectively known as the "**Mall Access Easements**"). The Mall Access Easements provide limited easement rights between the Project and the adjacent shopping centers known as Rivertown Crossings Mall and Wilsontown Mall. The Mall Access Easements prohibit the use of the easements for truck or delivery traffic, for construction traffic, and for non-motorized traffic including, but not limited to, use by pedestrians and bicyclists. The annual fees described in the Mall Access Easements are the responsibility of the Association.

2.3 Limitation on Use of Mall Access Easements. The Mall Access Easements may be used by Neighborhood Unit Owners solely for automobile access between the Project

and Rivertown Crossings Mall and Wilsontown Mall. **UNDER NO CIRCUMSTANCES MAY ANYONE USE THE MALL ACCESS EASEMENTS FOR ACCESS TO RIVERTOWN CROSSINGS MALL OR WILSONTOWN MALL OTHER THAN BY MEANS OF AN AUTOMOBILE. THIS PROHIBITION INCLUDES A PROHIBITION ON ALL NON-MOTORIZED TRAFFIC, INCLUDING WALKING, RUNNING, BICYCLING, ROLLER BLADING, AND SKATE BOARDING, AND A PROHIBITION ON DRIVING A COMMERCIAL OR DELIVERY TRUCK (OR PERMITTING ANY OF THE FOREGOING ACTIVITIES) BETWEEN THE PROJECT AND RIVERTOWN CROSSINGS MALL OR WILSONTOWN MALL.** These limitations are reiterated in Section 8.3 of the Condominium Bylaws, which also describes penalties for violations of this limitation.

Article 3. DEFINITIONS

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

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

(b) **Administrator.** "Administrator" means the Michigan Department of Labor and Economic Growth, which is designated to serve as administrator of the Act.

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

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

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

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

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

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

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

(j) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Master Unit in the Project. The term "Owner" is synonymous with the term "Co-owner". To the extent that a Master Unit is subdivided as a Neighborhood (defined below), in accordance with Section 4.6 of the Master Deed, the applicable Neighborhood Association, acting through its board of directors, shall constitute the Co-owner of the applicable Master Unit and shall have the rights and obligations of a Co-owner as described in the Condominium Documents.

(k) **Developer.** "Developer" means Vineyards Venture, LLC, a Michigan limited liability company, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Developer.

(l) **Development and Sales Period.** "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 Master Unit or Neighborhood Unit in the Project.

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

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

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

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

(q) **Neighborhood Association.** "Neighborhood Association" means each Michigan non-profit corporation which administers, operates, manages, and maintains any Neighborhood of any Master Unit of the Project.

(r) **Neighborhood.** "Neighborhood" means any condominium project resulting from the subdividing of any Master Unit in accordance with Section 4.6 of the Master Deed.

(s) **Neighborhood Unit.** "Neighborhood Unit" means the portion of any Neighborhood which is designed and intended for separate ownership as described in the master deed or other document establishing the Neighborhood.

(t) **Neighborhood Unit Owner.** "Neighborhood Unit Owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which owns a Neighborhood Unit.

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

(v) **Project.** "Project" or "Condominium" means Rivertown Park, a site condominium development of five (5) Master Units established under the provisions of the Act.

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

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

Article 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Real Estate.** The Property referenced in Article 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting

a part of a Master Unit, and any portion of the Property designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including, but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Master Units in the Project;

(b) **Improvements.** The private roadways, the common sidewalks and walkways, the retaining walls in the vicinity of the Recreational Facilities, the fence along the northern boundary of the Project, any gazebos within the Project, and the landscaping, trees, shrubs and other improvements not located within the boundaries of a Master Unit;

(c) **Electrical.** The electrical transmission system throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit, and any street lighting installed by the Developer;

(d) **Gas.** The natural gas line network and distribution system throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit;

(e) **Water.** The underground sprinkling system for the Common Elements, and the water distribution system throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit;

(g) **Storm Drainage.** The storm drainage and/or water retention system throughout the Project, including the storm water detention basins and easements for storm water detention and for drainage, as shown on the Subdivision Plan;

(h) **Telephone.** The telephone wiring system throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit;

(i) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project within the roadways, up to, but not including, any lateral connecting to a Neighborhood or an individual Neighborhood Unit;

(j) **Guard House and Gate.** The guard house and gate restricting access between the Project and Rivertown Crossings Mall and Wilsontown Mall, at the northwest corner of the Project;

(k) **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrances to the Project; and

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

(m) **Excepted Interests.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Master Unit, for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service; however, if the lateral connection serves only one Neighborhood Unit, then the pipes, ducts, wiring, or conduits from the lateral connection shall not be deemed Limited Common Elements of this Project but shall be the responsibility of the owner of the benefited Neighborhood Unit;

(b) **Subterranean Land.** The subterranean land located within Master Unit boundaries, from and below a depth of 20 feet below surrounding grade level, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Recreational Facilities.** The swimming pool, club house, multi-use court, tennis court, play area, and appurtenant parking spaces (the "Recreational Facilities"), which are appurtenant to and available for the use of all residents within Master Units 1, 3, 4 and 5 and any Neighborhoods of those Master Units, but are not appurtenant to and may not be used by residents of

Master Unit 2; however, the Developer has reserved the right to convert the Recreational Facilities from Limited Common Elements to General Common Elements as set forth in Section 4.8 of this Master Deed;

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

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

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

(a) **Limited Common Elements.** The Association shall be responsible for the cleaning, maintenance, repair, and replacement of the Recreational Facilities, except that the Co-owner of Master Unit 2 and any Neighborhood Unit Owners within Master Unit 2 shall not be responsible for any portion of the foregoing costs or expenses relating to the Recreational Facilities. Each Co-owner or Neighborhood Association shall be responsible for the utility service lines appurtenant to that Co-owner's Master Unit or the applicable Neighborhood;

(b) **Other Common Elements.** The cost of maintenance, repair, replacement and snow removal of all Common Elements, other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of any Co-owner, Neighborhood Unit Owner, or any agent, invitee, family member or pet of either of the foregoing;

(c) **Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner or Neighborhood Association shall be charged to the affected Co-owner or Neighborhood Association 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 or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

4.4 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 Master Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all 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 to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Master Unit Subdivision. The Developer contemplates that the Master Units may be subdivided into Neighborhoods. These Neighborhoods may be established in phases. Each of the Master Units may be subdivided into a Neighborhood containing the maximum number of residential Master Units described in the following chart:

<u>Master Unit Number</u>	<u>Maximum Number Permitted Residential Master Units</u>
1	29
2	Maximum number permitted by City Zoning Ordinances; Unit 2 is not currently planned for subdivision.
3	96
4	68
5	392

Any subdividing of a Master Unit shall be subject to the prior written approval of the Developer, during the Development and Sales Period and for so long thereafter as Developer owns any Master Unit or owns any Neighborhood Unit and offers it for sale. Any master deed subdividing a Master Unit in accordance with the provisions of this Section shall expressly provide that all of the Neighborhood Units shall be subject to the terms and conditions of this Master Deed.

4.7 Separability. Except as provided in this Master Deed, Condominium Master Units shall not be separable from their appurtenant Common Elements, and neither shall be used

in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Master Units or their appurtenant Common Elements.

4.8 Conversion of Common Element. The Developer reserves the right to convert any Limited Common Element into a General Common Element. This includes the right of the Developer to convert the Recreational Facilities described in Section 4.2 of this Master Deed to General Common Elements.

Article 5. MASTER UNITS

5.1 Description of Master Units. A complete description of each Master Unit in the Project, with elevations referenced to an official benchmark of the Master United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such Master Unit shall include all the space within the Master Unit boundaries and above a depth of 20 feet and extending upwards to a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Master Unit.

5.2 Percentage of Value. The total Percentage of Value of the Project is 100, and the Percentage of Value assigned to each of the Master Units in the Project is as follows:

<u>Master Unit Number</u>	<u>Percentage of Value</u>
1	4.5%
2	9.3%
3	14.9%
4	10.5%
5	60.8%
TOTAL:	100%

The Percentage of Value was based primarily on the relative number of residential units approved by the City of Wyoming for each Master Unit, except Master Unit 2 was deemed to be approved for sixty (60) residential units (being one-third of the one hundred eighty (180) rooms in the congregate care facility planned for Unit 2). The Percentage of Value assigned to each Master Unit shall be changed only in the manner permitted by Article 9, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Master Unit Modification. The number, size, style, boundary, and/or location of (i) any Master Unit or (ii) any Limited Common Element appurtenant to a Master Unit, or (iii) any General Common Element (to the extent not prohibited by the Act) may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee (except as provided in the Act) or other interested person. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Master Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Co-owners, mortgagees of Master

Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

Article 6. NONEXPANDABILITY OF CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Article 7. NONCONTRACTABILITY OF CONDOMINIUM

The Project is not a contractable project under the Act.

Article 8. EASEMENTS

8.1 Easements for Maintenance and Repair. In the event that any portion of a Master Unit or Common Element encroaches upon another Master Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Master Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Master Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. The Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be used at any time or times:

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

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

8.3 Easement in Favor of Neighbor. The Developer has granted a non-exclusive easement for ingress and egress purposes for the benefit of certain property adjacent to the Project, located at 5025 Ivanrest Avenue, Permanent Parcel No. 41-17-29-400-028 (currently owned by Douglas J. Mulder and Merrie Mulder). The location of the easement is shown on the Subdivision Plan attached as **Exhibit B**.

8.4 Easements Established on Subdivision Plan. Various easements are established on the Subdivision Plan. These easements include conservation easements, easements for drainage, easements for storm water detention, easements for walkways, and easements for utilities. These easements are for the benefit of the Project and the Master Units, and the Project and the Master Units are benefited and burdened by these easements. The Association shall be responsible for any maintenance and repair required within the easements.

Article 9. AMENDMENT, TERMINATION AND WITHDRAWAL

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

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

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

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners, with the consent of not less than two-thirds of the Co-owners and, when required by law, mortgagees; provided, that a Co-owner's Master Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent, nor may the method or formula used to determine the Percentage of Value of Master Units in the Project for other than voting purposes be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction and/or modification of Master 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 Master Unit or Neighborhood Unit in the Project.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B 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 1 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 Co-owners, the costs of which are expenses of administration. The Co-owners shall be notified of proposed amendments under this Article not less than 10 days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

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

(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Co-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 Administrator.

Article 10. ASSIGNMENT OF DEVELOPER RIGHTS

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

Article 11. LIMITATION OF LIABILITY

The enforcement against the Developer of any obligation of the Developer in the Condominium Documents shall be limited to the interest of the Developer in the Project at the time the enforcement occurs. No judgment against the Developer shall be subject to execution on, or shall be a lien on, any assets of the Developer, other than the Developer's interest in the Project.

[Signature appears on following page.]

This Master Deed has been signed by the Developer as of the date stated on page one.

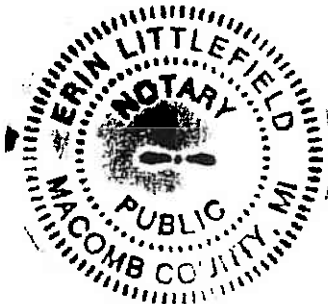
VINEYARDS VENTURE, LLC,
a Michigan limited liability company

By: Vineyards Development, LLC, Member

By: Clifford J. Dowitz
Clifford J. Dowitz
Its: Member

STATE OF MICHIGAN)
SS.
COUNTY OF Oakland

This document was acknowledged before me the 20 day of December, 2005, by Clifford J. Dowitz, the member of Vineyards Development, LLC, member of Vineyards Venture, LLC, a Michigan limited liability company, on behalf of the limited liability company.



Erin Littlefield
* ERIN LITTLEFIELD
Notary Public, Macomb County, MI
My commission expires: 10/12/08
Acting in the County of Oakland



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Mary Hollinrake T20050033681
Kent County MI Register SEAL

EXHIBIT A
CONDOMINIUM BYLAWS
RIVERTOWN PARK

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EXHIBIT A

CONDOMINIUM BYLAWS

Article 1. ASSOCIATION OF CO-OWNERS

1.1 Organization. Rivertown Park is a site condominium project located in the City of Wyoming, Kent County, Michigan being developed in a single phase consisting of five (5) Master Units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Master Units in the Project. Developer contemplates that the Project will be further subdivided into Neighborhoods, each of which will be managed and administered by a Neighborhood Association, subject to the provisions of the Master Deed and these Condominium Bylaws.

1.2 Compliance. All present and future Co-owners, mortgagees, or other persons who may use the facilities of the Condominium in any manner (including Neighborhood Unit Owners) shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, or the act of occupying a Master Unit in the Project or any Neighborhood Unit shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Article 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Master Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. As noted in Section 3.1 of the Master Deed, initially the Co-owner of each Master Unit shall be the person holding title to the Master Unit; to the extent the Master Unit is further subdivided as a Neighborhood in accordance with Section 4.6 of the Master Deed, the applicable Neighborhood Association, acting through its board of directors, shall constitute the Co-owner of the applicable Master Unit. The Board of Directors of each Neighborhood Association shall designate one (1) individual from their Board to act on behalf of the Neighborhood Association Board and serve as a member of the Association Board. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Master Unit.

2.2 Voting Rights. Each Co-owner will be entitled to one vote for each Master Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages of value assigned to the Master Unit or Master Units owned when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the

Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Master Unit in the Project, nor shall the Co-owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if the Co-owner is not in default in payment of assessments levied against the Co-owner's Master Unit.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Master Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by the Co-owner of the Master Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Master Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Master Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Master Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

Article 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Master Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Master Units in the Project; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Master Unit, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members. Since the Developer contemplates the subdivision of Master Units into Neighborhoods, the Developer intends to hold the initial meeting of the members no later than (i) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Neighborhood Units planned for the Project;

or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Neighborhood Unit, whichever occurs first.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Master Unit in the Project, or within 120 days after conveyance of one-third of the total number of Master Units that may be created, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. The Board of Directors of the Association shall consist of not less than two (2) and not more than five (5) directors. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Master Units in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Master Units in the Project, 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 Master Units in the Project, and before conveyance of 90% of such Master 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 Master Units in the Project. To the extent that any Master Unit is subdivided into a Neighborhood, the Neighborhood Association, acting through its board of directors, shall be entitled to elect one (1) director to the Board.

3.5 Owner Control. If 75% of the Master Units in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Master Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Master Units which are owned by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of

Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Master 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. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 51% of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any Co-owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Article 4. ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a board of directors (the "**Board of Directors**") to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) Care, upkeep and maintenance of the General Common Elements;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Project;

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

(d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Project;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;

(f) Obtaining insurance for the General Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the General 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) Making repairs, additions and improvements to, or alterations of, the General Common Elements, and repairs to and restoration of the General Common Elements 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 General Common Elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

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

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement. The responsibility for maintenance, repair and replacement of Master Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Master Unit, or Limited Common Elements which are the responsibility of the Co-owner of a Master Unit as set forth in the Master Deed, shall be made by the Co-owner of the Master Unit; however, if a Master Unit has been subdivided in accordance with Section 4.6 of the Master Deed, then the applicable Neighborhood Association shall be responsible for ensuring that the appropriate Neighborhood Unit Owner undertakes the required maintenance, repair, and replacement as set forth above. Each Co-owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Co-owner to perform maintenance and repairs to a Master Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Master Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner or Neighborhood Unit Owner, in which case the expense shall be charged to the responsible Co-owner or Neighborhood Unit Owner. The Association or its agent shall have access to each Master Unit (but not to the interior of any residence or garage within a Master Unit) from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Master Unit. The Association or its agents shall also have access to each Master Unit at all times without notice for making emergency repairs necessary to prevent damage to other Master Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the General Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Master Unit or on an appurtenant Limited Common Element shall attach only to the Master Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Master Units owned by the Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to

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

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as managing agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 67% percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

Article 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project, including all annual fees due under the Mall Access Easements, shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including

a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Master Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Co-owner, although the failure to deliver such a copy to each Co-owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) **Budget Adjustments.** Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$10,000.00 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$10,000.00 in any year; (2) assessments to purchase a Master Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67% or more in number and in value of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by ally creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Master Unit Co-owners or Neighborhood Associations to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Master Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Master Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) monthly installments, commencing with the acceptance of a deed to a Master Unit, or with the acquisition of title to a Master Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner or Neighborhood Association in writing of the amount of common charges payable by the Co-owner or Neighborhood Association and shall furnish copies of each budget containing common charges to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon the Co-owner's Master Unit during the time that person is the Co-owner of the Master Unit, and no Co-owner may become exempt from liability for the Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Master Unit. To the extent that a Master Unit has been subdivided into a Neighborhood, the Board may, at its option, elect to invoice either the Neighborhood Association or the Neighborhood Unit Owners individually for the assessment (or applicable portion of the assessments) provided for in this Article 5.

(a) **Legal Remedies.** In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Master Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under the Co-owner shall be liable for assessments charged against the Master Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection. If the Board elects to invoice individual Neighborhood Unit Owners for their share of the assessments described in this Article 5, then the right of the Board to enforce the legal remedies provided in this Section 5.5, including the right to place a lien on a Master Unit, shall be limited to the particular Neighborhood Unit owned by the Neighborhood Unit Owner.

(b) **Sale of Master Unit.** Upon the sale or conveyance of a Master Unit or Neighborhood Unit, all unpaid assessments against the Master Unit or Neighborhood Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Master Unit or Neighborhood Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Master Unit or Neighborhood Master Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Master Unit or Neighborhood Unit together with interest, late charges, fines, costs and attorney fees.

(c) **Self-Help.** The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of the Association's intent to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from the Co-owner's Master Unit.

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

5.6 Financial Responsibility of the Developer. The responsibility of the Developer for assessments is as follows:

(a) **Pre-Turnover Expenses.** Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the Transitional Control Date, the Developer will be liable for the funding of any continuing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date has occurred, and continuing for any remaining Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Master Units owned by the Developer

until construction of at least one (1) building on a Master Unit owned by Developer is completed.

(c) **Exempted Transactions.** Under no circumstances will the Developer be responsible for the payment of any portion of any assessment which is levied for deferred maintenance, reserves for replacement, capital improvements, or additions, or to finance litigation or other claims against the Developer.

Article 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Master Units or Neighborhood Unit (if applicable) and not against the Property of the Project, except for the calendar year in which the Project was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Master Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Master Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Master Units. For tax and special assessment purposes no Master Unit shall be combined with any other Master Unit or Master Units, and no assessment of any fraction of a Master Unit or combination of any Master Unit with other whole or partial Master Units shall be made, nor shall any division or split of the assessment or taxes of a single Master Unit be made, whether the Master Unit is owned by an individual or multiple Co-owners. Taxes for real property improvements made to or within a specific Master Unit shall be assessed against that Master Unit only, and each Master Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Master Units themselves or any improvements located within the Master Units.

(b) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(c) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(d) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt.

(b) **Limited Common Elements.** If the damaged property is a Limited Common Element consisting of a Recreational Facility, the damaged property shall be repaired or rebuilt.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Master Unit, unless prior written approval for changes is obtained from the Review Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Master Units.** In the event of the taking of all or any portion of a Master Unit or any improvements located within the perimeters of a Master Unit, the award for such taking shall be paid to the Co-owner of the Master Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Master Unit is taken by eminent domain, such Co-owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use for rebuilding, repair and replacement, and/or distribution to its members.

(c) **Amendment to Master Deed.** In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly and, if any Master Unit shall have been taken, Article 5 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 the continuing total value of the Condominium of 100%. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) **Notice to Mortgagees.** In the event any Master Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Master Units in the Condominium.

(e) **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this Article, Section 133 of the Act shall control upon any taking by eminent domain.

Article 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for structures to be constructed within the Project are addressed in this Article. Design standards promote quality, value and stability for Master Unit Co-owners. The standards in this Article are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. So long as the Developer owns any Master Unit or any Neighborhood Unit, no residences, buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the

appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading and landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer. The Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, grading or landscaping plans, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. An architectural review committee (the "Review Committee") has been or will be established by the Developer. The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Once the Developer no longer owns any Master Unit or Neighborhood Unit, no residence, structure or other improvements shall be constructed within a Master Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement, unless plans and specifications containing such detail as the Review Committee may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Master Unit, the location of structures within adjoining Master Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or, once the Developer no longer owns any Master Unit or Neighborhood Unit, by the Review Committee. If building construction is intended to commence within 3 months after the date of plan approval, the name of the proposed residential builder must be submitted at the time the plans and specifications are submitted. If construction is to be delayed beyond 3 months, the name of the proposed residential builder must be submitted for approval at least 60 days prior to the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. Any structures constructed on any Master Unit or on any Neighborhood Unit shall comply with the requirements contained within any master deed establishing the Neighborhood.

7.7 Open Areas and Conservation Easement. Certain areas of the Project are designated as "Conservation Easement" or "Open Area" on the Neighborhood Plan attached as Exhibit B. No construction is permitted to occur within these areas.

7.8 Codes and Ordinances. In addition to the construction requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.9 Reserved Developer Rights. The purpose of Article 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model master unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Review Committee Appointment. Once the Developer no longer owns any Master Unit or Neighborhood Unit, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Review Committee and the Board of Directors of the Association shall appoint 3 new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Review Committee.

Article 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Master Units shall be used exclusively for residential occupancy. Unit 2 is expressly permitted to be used for the operation of a senior citizen housing facility, including the provision of those ancillary services that are customarily provided in senior citizen housing facilities.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Master Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Master Units and for other purposes incidental to use of the Master Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner and by any Neighborhood Unit owner shall be subject to the following specific restrictions:

(a) **Limitation on Access to Rivertown Crossings Mall and Wilsontown Mall.** One of the roadways within the Project provides access for automobiles from the Project to the adjacent Rivertown Crossings Mall and Wilsontown Mall, near the northwest corner of the Project. The Developer has entered into easement agreements with the owners of Rivertown Crossings Mall and Wilsontown Mall to provide for automobile access to the roadways on the Rivertown Crossings Mall and the Wilsontown Mall as described in more detail in Section 2.2 of the Master Deed (the "**Mall Access Easements**"). The Mall Access Easements prohibit non-motorized traffic and truck access of the roadways within Rivertown Crossings Mall and Wilsontown Mall from the Project. No Co-owner or Neighborhood Unit Owner shall take any action or permit any action that results in a violation or breach of the Mall Access Easements. In particular, **IF ANY INDIVIDUAL BICYCLES, WALKS, ROLLER BLADES, SKATE BOARDS, OR OTHERWISE PROCEEDS IN A NON-MOTORIZED MANNER, OR DRIVES A COMMERCIAL OR DELIVERY TRUCK FROM THE PROJECT TO RIVERTOWN CROSSINGS MALL OR TO WILSONTOWN MALL, OR PERMITS OTHERS TO WALK, BICYCLE, ROLLER BLADE, SKATE BOARD OR DRIVE A COMMERCIAL OR DELIVERY TRUCK TO THOSE PROPERTIES, THEN THAT INDIVIDUAL SHALL BE SUBJECT TO A FINE FOR THE FIRST VIOLATION OF UP TO ONE THOUSAND DOLLARS (\$1,000.00).** The Board of Directors shall have the right to establish additional penalties in the event of additional violations of these provisions. To the extent that an individual does not pay any fine assessed by the Board of Directors within the time period established by the Board of Directors, then the Board of Directors may exercise any of the remedies described in Section 5.5 of the Bylaws, including placing a lien against any real property owned by the individual within the Project.

(b) **Compliance with Neighborhood Master Deed.** To the extent that any Master Unit is subdivided into a Neighborhood, each Neighborhood Unit Owner shall comply with the use and occupancy restrictions set forth in the master deed for the Neighborhood.

(c) **Use of Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along any roadway (except in the event of approved parties or receptions generating a need for off-site parking), and Co-owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No Co-owner shall in any way

restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Master Unit or upon the Common Elements which despoils the appearance of the Condominium.

(d) **Application of Restrictions.** Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.4 Zoning Compliance. In addition to the restrictions contained in Article 8, the use of any Master Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Master Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Master Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as the Developer owns any Master Unit or Neighborhood Unit within the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article 8, to enter the Master Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Master Unit will reimburse the Association for all costs of the removal or

correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer so long as the Developer owns any Master Unit or Neighborhood Unit within the Project. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

8.10 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

Article 9. MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Master Unit shall notify the Association of the name and address of the mortgagee (referenced in this Article as the "Mortgagees"). The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to Mortgagees concerning actions requiring consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Master Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a Mortgagee will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Co-owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) **Exemption from Restrictions.** A Mortgagee which comes into possession of a Master Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" on the sale of the mortgaged Master Unit in the Condominium Documents.

9.3 Additional Notification. When notice is to be given to a Mortgagee, if so requested, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage

Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Master Units in the Condominium.

Article 10. ARBITRATION

10.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Co-owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

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

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

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

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

Article 11. OTHER PROVISIONS

11.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

11.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair

any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

11.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

11.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article 9 of the Master Deed.

11.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Neighborhood Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association Bylaws; and
- (5) the Rules and Regulations of the Association.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 192
EXHIBIT "B" TO THE MASTER DEED OF

RIVERTOWN PARK

PART OF SECTION 28, T8N, R12W, CITY OF TROYING, KENT COUNTY, MICHIGAN

DEVELOPER :
VINEYARDS VENTURE, LLC
1750 S. TELLERMAN ROAD, SUITE 301A
BLOOMFIELD HILLS, MICHIGAN 48302

SURVEYOR :
NEDEVERD ASSOCIATES SURVEYING, INC.
P.O. BOX 10 / 5570 - 32ND AVENUE
HUDSONVILLE, MICHIGAN 49428

DESCRIPTION

Part of the SE 1/4 and SW 1/4 of Section 28, T8N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the SE corner of said Section; thence S89°19'45"W 64.00 feet to the South line of said Section to the point of Beginning; thence S89°19'45"W 243.81 feet to the SE corner of said Section; thence S89°19'45"W 180.00 feet; thence S89°19'45"W 180.00 feet; thence N02°02'58"W 225.39 feet; thence S89°19'45"W 582.98 feet; thence N02°02'58"W 148.11 feet; thence S89°19'45"W 64.100 feet; thence S02°02'58"E 543.31 feet; thence S89°19'45"W 240.00 feet along said South line to the South 1/4 corner of said Section; thence S89°08'15"W 400.00 feet along said South line; thence N01°56'01"W 1320.81 feet along said South line to the SE 1/4 of said Section; thence N01°56'01"W 1320.68 feet along the N-S 1/4 line of said Section; thence N89°11'29"E 1931.63 feet along the E-W 1/4 line of said Section; thence S02°06'28"E 1203.06 feet along the East line of the W 1/2 of the SE 1/4 of said Section; thence N89°11'28"E 455.00 feet; thence Southwesterly 182.57 feet along a 195.00 foot bearing S66°20'25"E 175.97 feet; thence N87°50'08"E 11.00 feet; thence S02°09'54"E 230.00 feet along the East line of said Section; thence S87°50'08"W 645.23 feet; thence S02°06'28"E 1123.03 feet along the East line of the W 1/2 of the SE 1/4 of said Section to the point of Beginning. Subject to highway right-of-way for 52nd Street over the most Southerly 11.00 feet thereof and for Inland Avenue over the most Easterly 11.00 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

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

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. OVERALL PLAN
4. SITE PLAN "A"
5. SITE PLAN "B"
6. SITE PLAN "C"
7. SITE PLAN "D"
8. SITE PLAN "E"
9. SITE PLAN "F"
10. SITE PLAN "G"
11. SITE PLAN "H"
12. SITE PLAN "I"
13. UTILITY & EASEMENT PLAN "A"
14. UTILITY & EASEMENT PLAN "B"
15. UTILITY & EASEMENT PLAN "C"
16. UTILITY & EASEMENT PLAN "D"
17. UTILITY & EASEMENT PLAN "E"
18. UTILITY & EASEMENT PLAN "F"
19. UTILITY & EASEMENT PLAN "G"
20. UTILITY & EASEMENT PLAN "H"
21. UTILITY & EASEMENT PLAN "I"



PROPOSED DATED DECEMBER 21, 2005

[Signature]

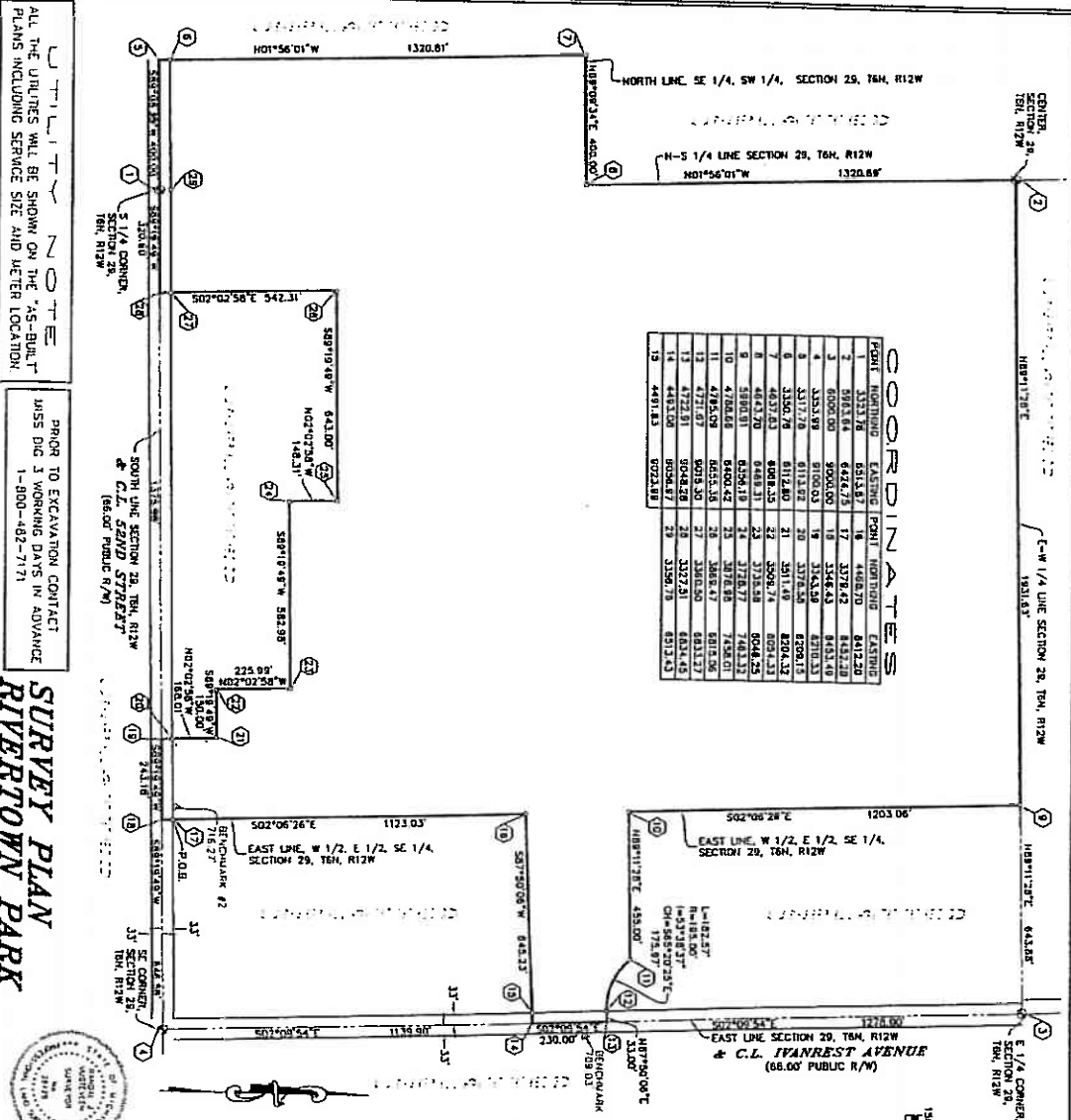
COVER SHEET
SHEET NO. 1

EXHIBIT

20051228-0155460 12/28/2005
 P.43 of 66 F. \$209.00 3:01PM
 Mary Hollinrake T20050033601
 Kent County MI Register SEAL

COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	5113.76	6513.87	16	4468.70	6412.20
2	5013.64	6424.75	17	3378.42	6452.20
3	6000.00	5000.00	18	3346.43	6451.40
4	3353.89	5100.03	19	3143.59	6210.33
5	3317.70	6111.92	20	3374.56	6206.17
6	3350.79	6112.40	21	3611.49	6204.32
7	4637.33	6008.35	22	3506.74	6094.33
8	4643.70	6049.35	23	3375.58	6048.25
9	5980.31	6250.19	24	3178.77	7483.37
10	4186.08	6404.42	25	3878.88	7486.01
11	4173.09	6014.30	26	3368.47	6816.36
12	4172.81	5048.28	28	3372.41	6813.43
13	4481.00	6056.87	29	3350.78	6513.43
14	4491.83	6023.88			



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

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

SURVEY PLAN
RIVERTOWN PARK

NEDEVELD ASSOCIATES SURVEYING, INC. --- 5570 32ND AVENUE --- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 2



DECEMBER 21, 2005

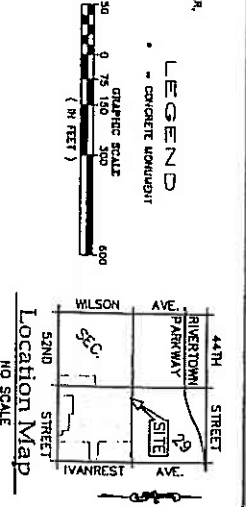
Ronald J. Wugstven
 Professional Surveyor No. 28429
 Nedeveld Associates Surveying, Inc.
 5570 - 32nd Avenue
 Hudsonville, MI 49426

SURVEYOR'S CERTIFICATE

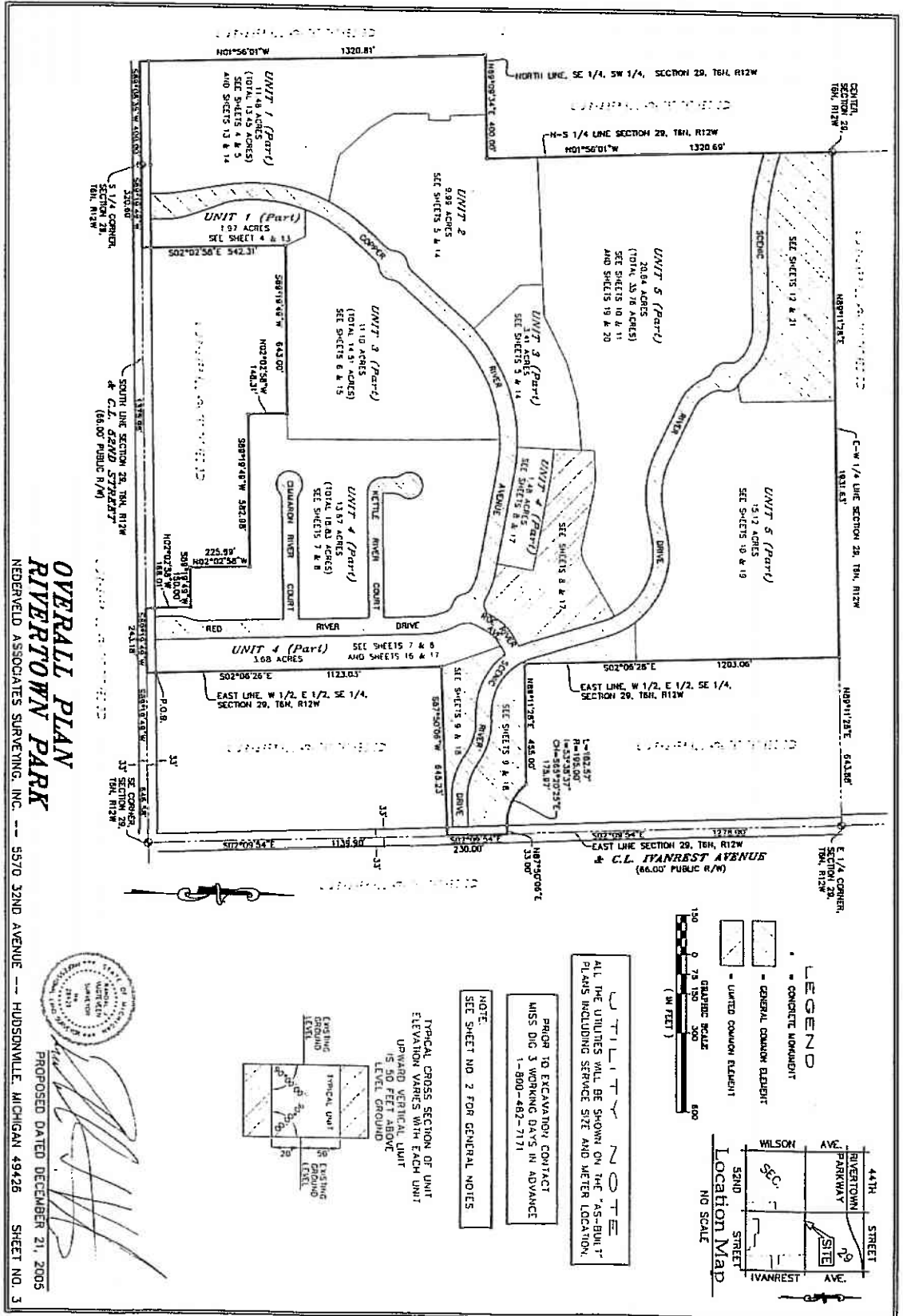
I, Ronald J. Wugstven, Professional Surveyor of the State of Michigan, hereby certify: That the survey shown as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers will be placed in the ground within 12 months from recordation of the Condominium Subdivision Plan as required by rules of the State of Michigan. That the survey is within the limits required by the rules promulgated under Act No. 39 of 1978, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978.

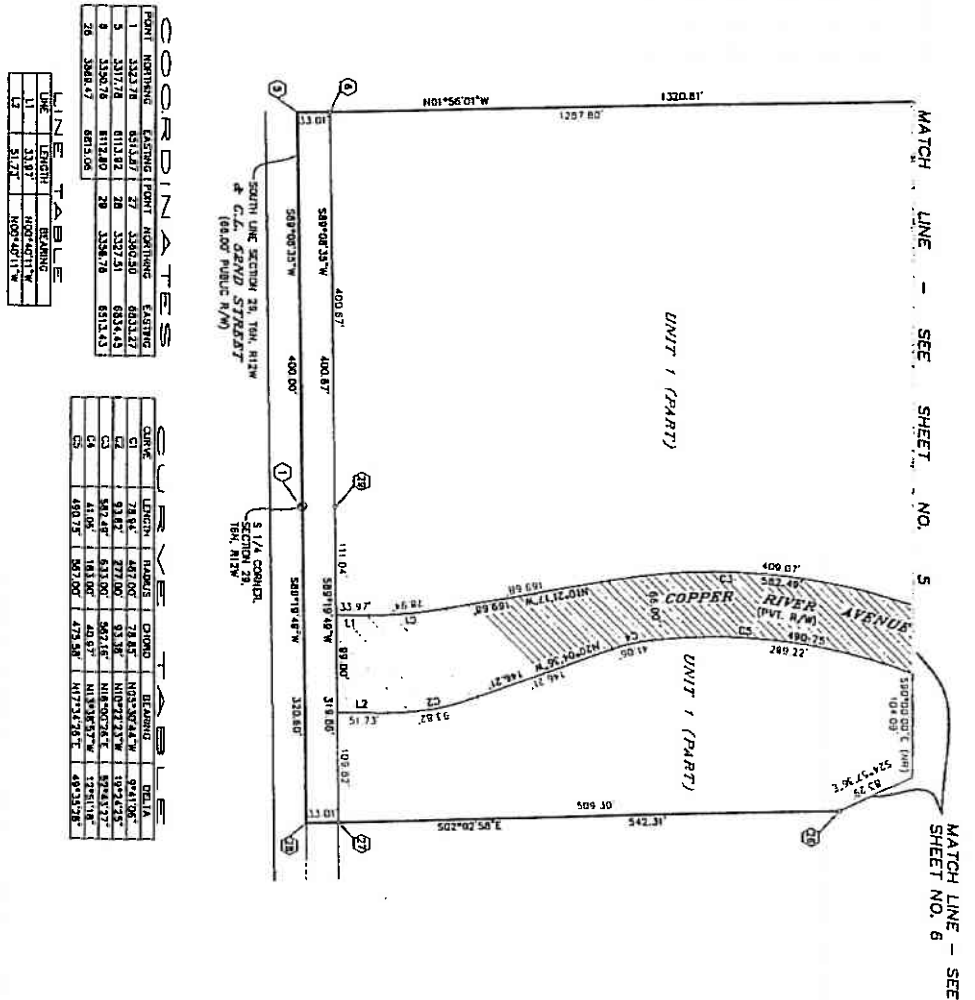
GENERAL NOTES

1. BENCH MARK AT ELEVATION 709.03 N.C.V. RADU SOUTH PLAGE BOLT UNDER "E" ON HYDRANT 56.5 & 47.5 OF COORDINATE POINT 13.
2. BENCH MARK #2 ELEVATION 716.27 N.C.V. RADU NW PLAGE BOLT UNDER "W" ON HYDRANT 11N & 37.7 W OF COORDINATE POINT 17.
3. DIMENSIONS AS SHOWN HEREON ARE BASED ON THE RECORDED PLAT PLAT PLACES BUSINESS CENTER AS RECORDED IN UBER 100 OF SECTION 29.
4. 18 INCH BARS 1/2 INCH IN DIAMETER AND 18 INCHES IN LENGTH HAVE BEEN PLACED AT ALL CORNERS.
5. ALL CURVE DIMENSIONS ARE IN FEET.
6. FLOOD PLAN NOTE: THE AREA IS MAINTAINED BY THE NATIONAL FLOOD INSURANCE PROGRAM GRADE MAPS BUT THIS PARCEL DOES NOT LIE WITHIN THE BOUNDARY OF THE 100 YEAR FLOOD PLAIN AS DEFINED BY THESE MAPS.
7. THE STRUCTURE OF THE CONDOMINIUM IS 720.11 ACRES.
8. EASEMENTS SHALL BE LOCATED IN STRICT COMPLIANCE WITH THE ORDINANCES OF THE CITY OF WINDHAM, KENT COUNTY, AND THE STATE OF MICHIGAN.
9. ALL IMPROVEMENTS AND UTILITIES NEEDED FOR UNITS 1 - 5 MUST BE BUILT.



20051228-0155460 12/28/2005
P:44 of 66 F:\$209.00 3.01PM
Mary Hollinrake T20050033681
Kent County MI Register SEAL





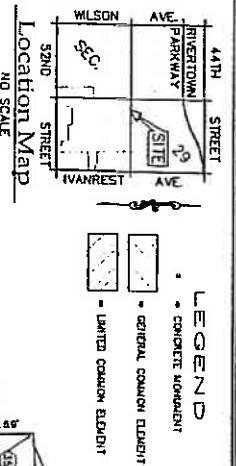
SITE PLAN "A" RIVERTOWN PARK

NEDERVELD ASSOCIATES SURVEYING, INC. --- 5570 32ND AVENUE --- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 4

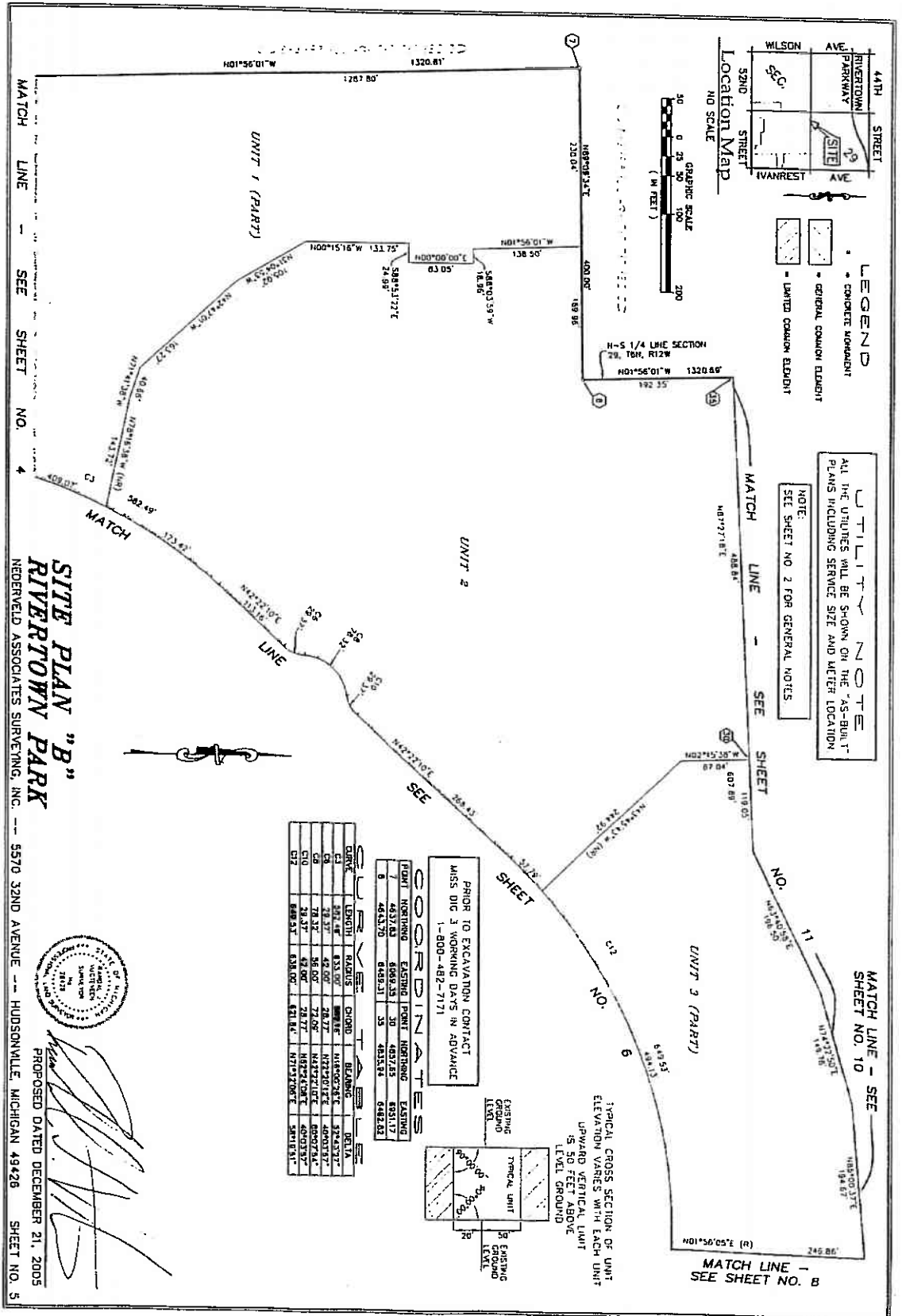


PROPOSED DATED DECEMBER 21, 2005

20051228-0155460 12/28/2005
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 Mary Hollinrake T200500336B1
 Kent County MI Register SEAL

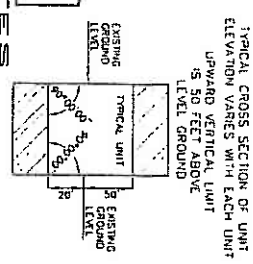


UTILITY NOTE
 ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND UTILITY LOCATION.
 NOTE:
 SEE SHEET NO. 2 FOR GENERAL NOTES



COORDINATES

POINT	NORTHING	EASTING	POINT NORTHING	EASTING
1	4837.83	6088.33	30	4837.83
2	4837.83	6088.33	31	4837.83
3	4837.83	6088.33	32	4837.83
4	4837.83	6088.33	33	4837.83
5	4837.83	6088.33	34	4837.83
6	4837.83	6088.33	35	4837.83
7	4837.83	6088.33	36	4837.83
8	4837.83	6088.33	37	4837.83
9	4837.83	6088.33	38	4837.83
10	4837.83	6088.33	39	4837.83
11	4837.83	6088.33	40	4837.83
12	4837.83	6088.33	41	4837.83
13	4837.83	6088.33	42	4837.83
14	4837.83	6088.33	43	4837.83
15	4837.83	6088.33	44	4837.83
16	4837.83	6088.33	45	4837.83
17	4837.83	6088.33	46	4837.83
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19	4837.83	6088.33	48	4837.83
20	4837.83	6088.33	49	4837.83
21	4837.83	6088.33	50	4837.83
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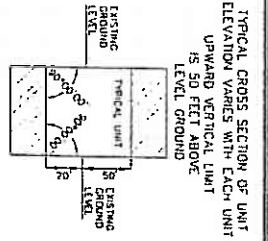


SITE PLAN "B"
RIVERTOWN PARK
 NEEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426



PROPOSED DATED DECEMBER 21, 2005
 SHEET NO. 5

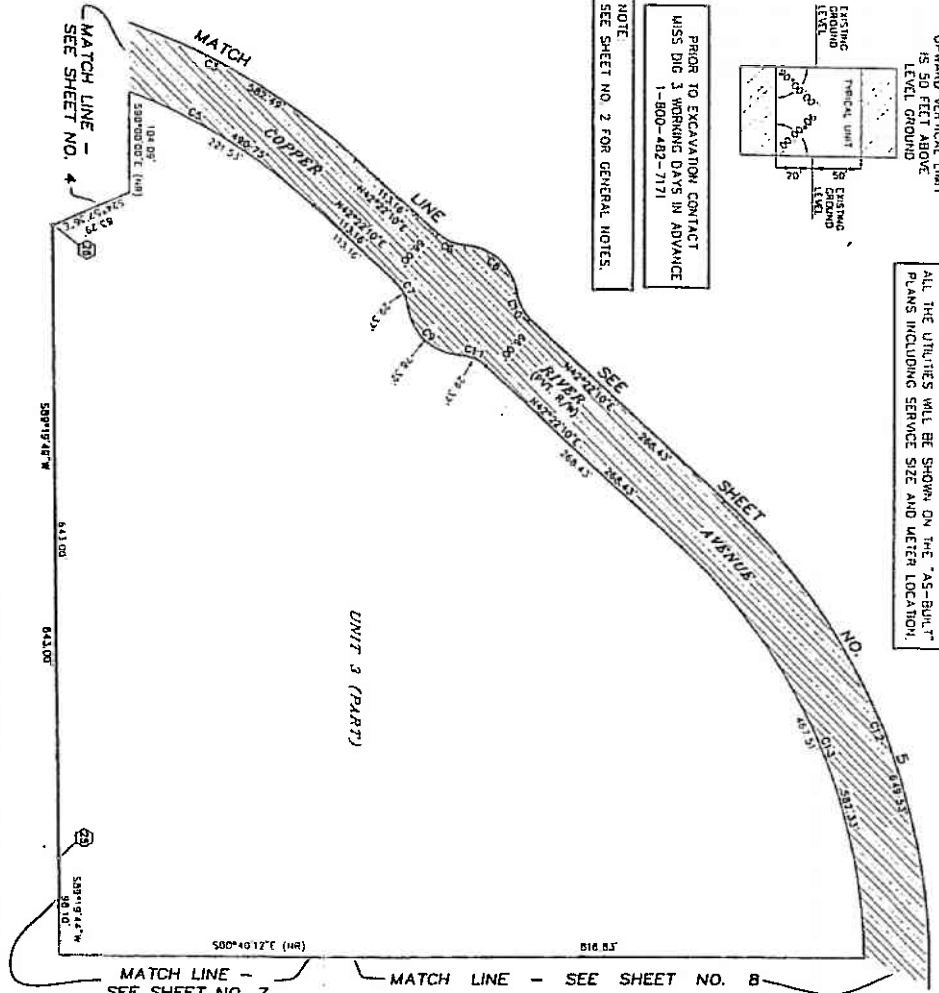
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 Mary Hollinrake T20050033681
 Kent County MI Register SEAL



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

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

NOTE:
 SEE SHEET NO. 2 FOR GENERAL NOTES.



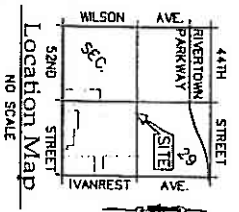
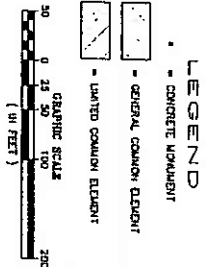
SITE PLAN "C"
RIVERTOWN PARK

NEDERVELD ASSOCIATES SURVEYING, INC. -- 5870 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426



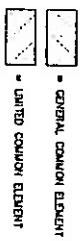
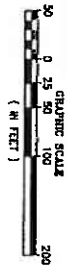
PROPOSED DATED DECEMBER 21, 2005
 [Signature]

SHEET NO. 6



COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
20	3076.88	7458.01	28	3098.47	6813.06
21	3076.88	7458.01	29	3098.47	6813.06
22	3076.88	7458.01	30	3098.47	6813.06
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61	3076.88	7458.01	69	3098.47	6813.06
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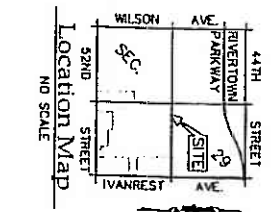
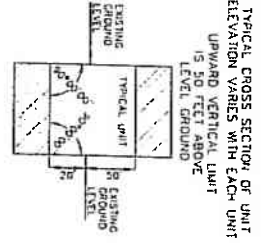
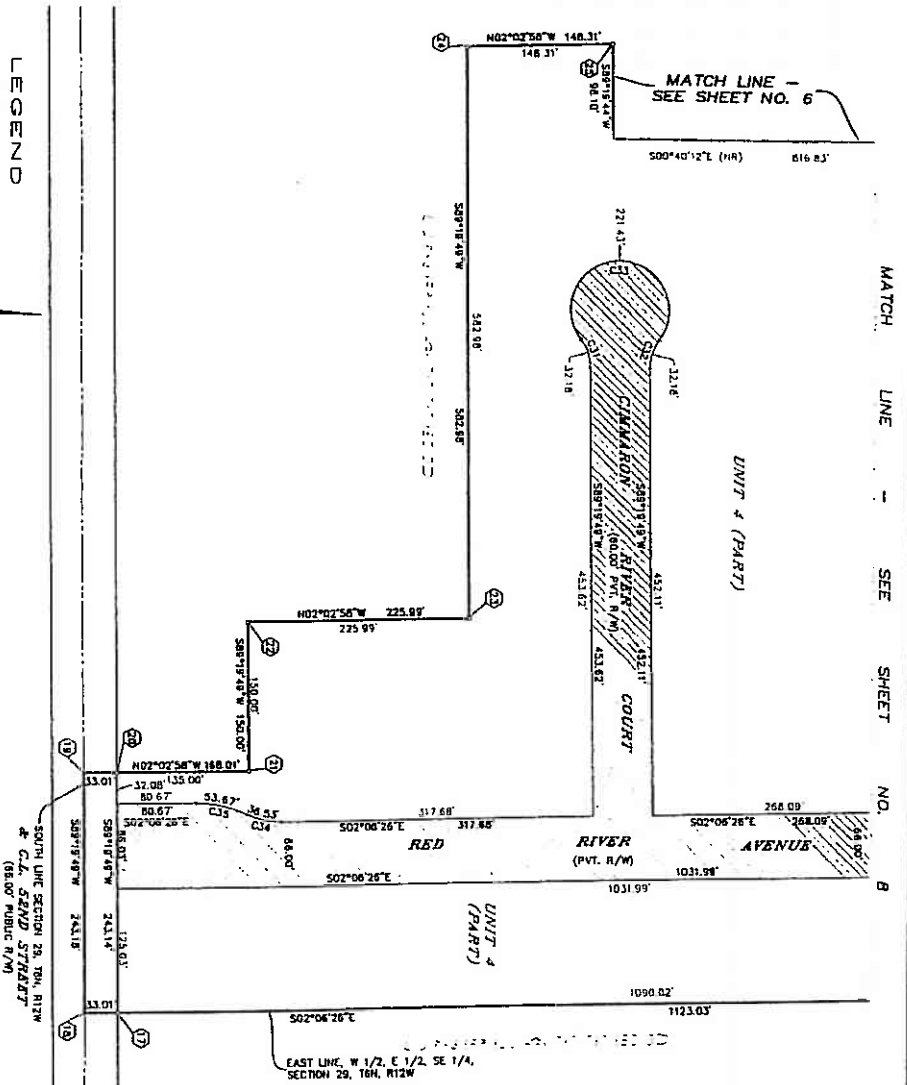


NOTE:
 PRIOR TO EXCAVATION CONTACT
 MISS DIG 3 WORKING DAYS IN ADVANCE
 1-800-482-7171

SITE PLAN "D" **RIVERTOWN PARK**

NEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426

SHEET NO. 7



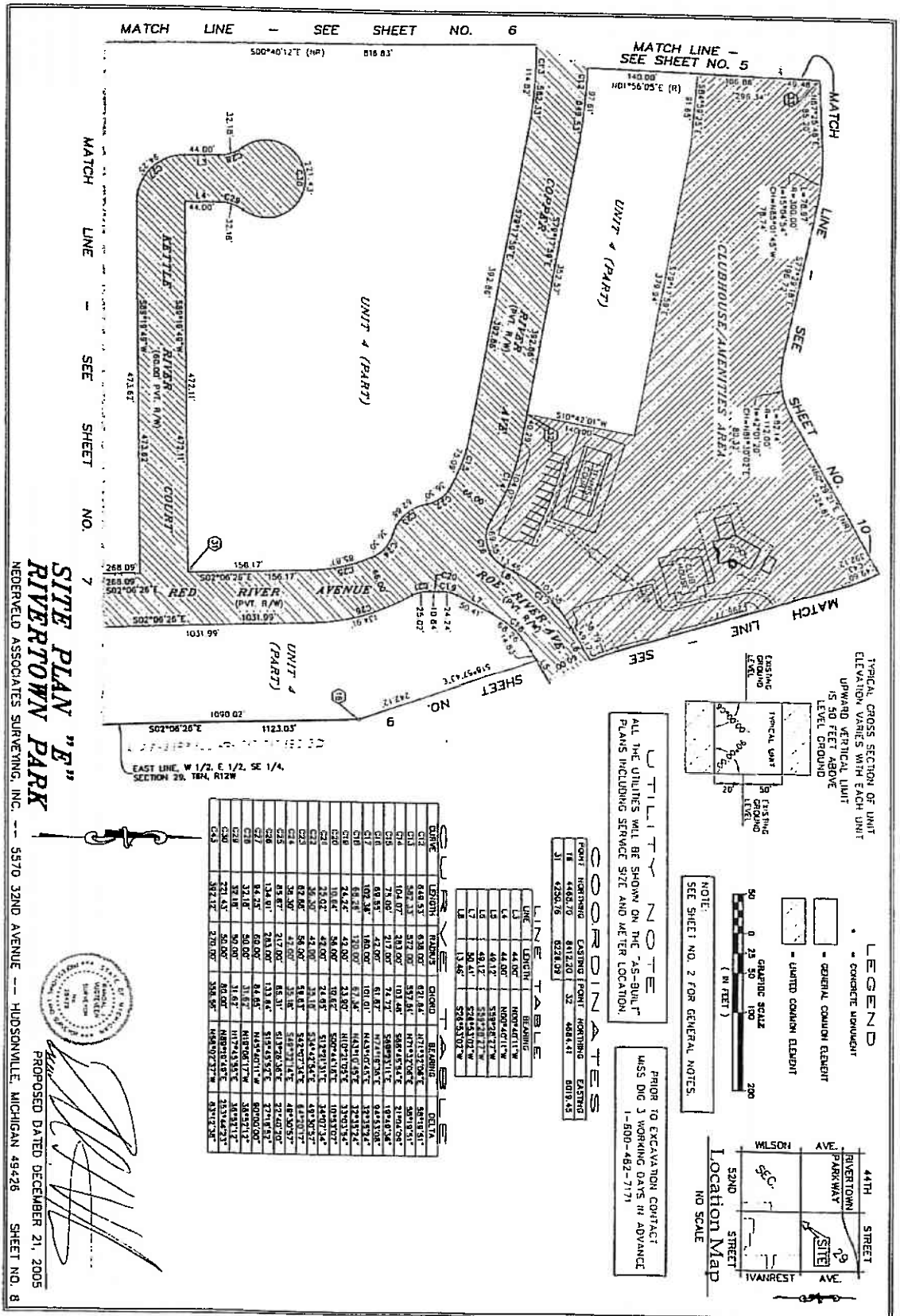
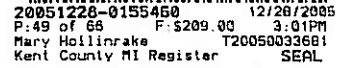
UTILITY NOTE
 ALL THE UTILITIES WILL BE SHOWN ON THE "AS-BUILT" PLANS INCLUDING SERVICE SIZE AND METER LOCATION

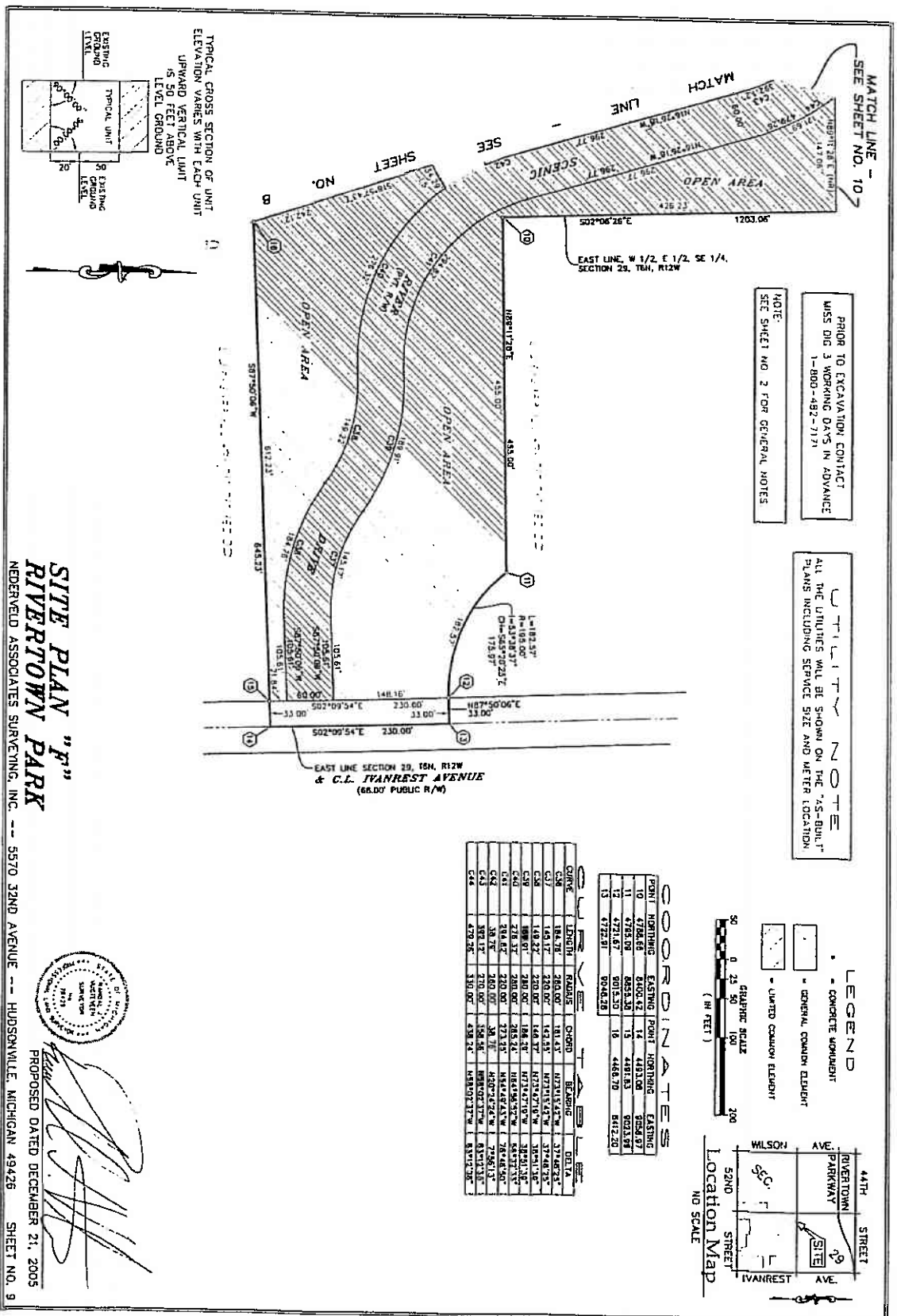
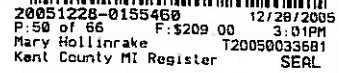
COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
17	3374.43	8513.48	23	3378.17	8524.33
18	3366.43	8513.48	24	3378.17	8524.33
19	3366.43	8510.33	25	3378.17	8524.33
20	3373.58	8508.15	26	3378.17	8524.33
21	3371.48	8504.33			

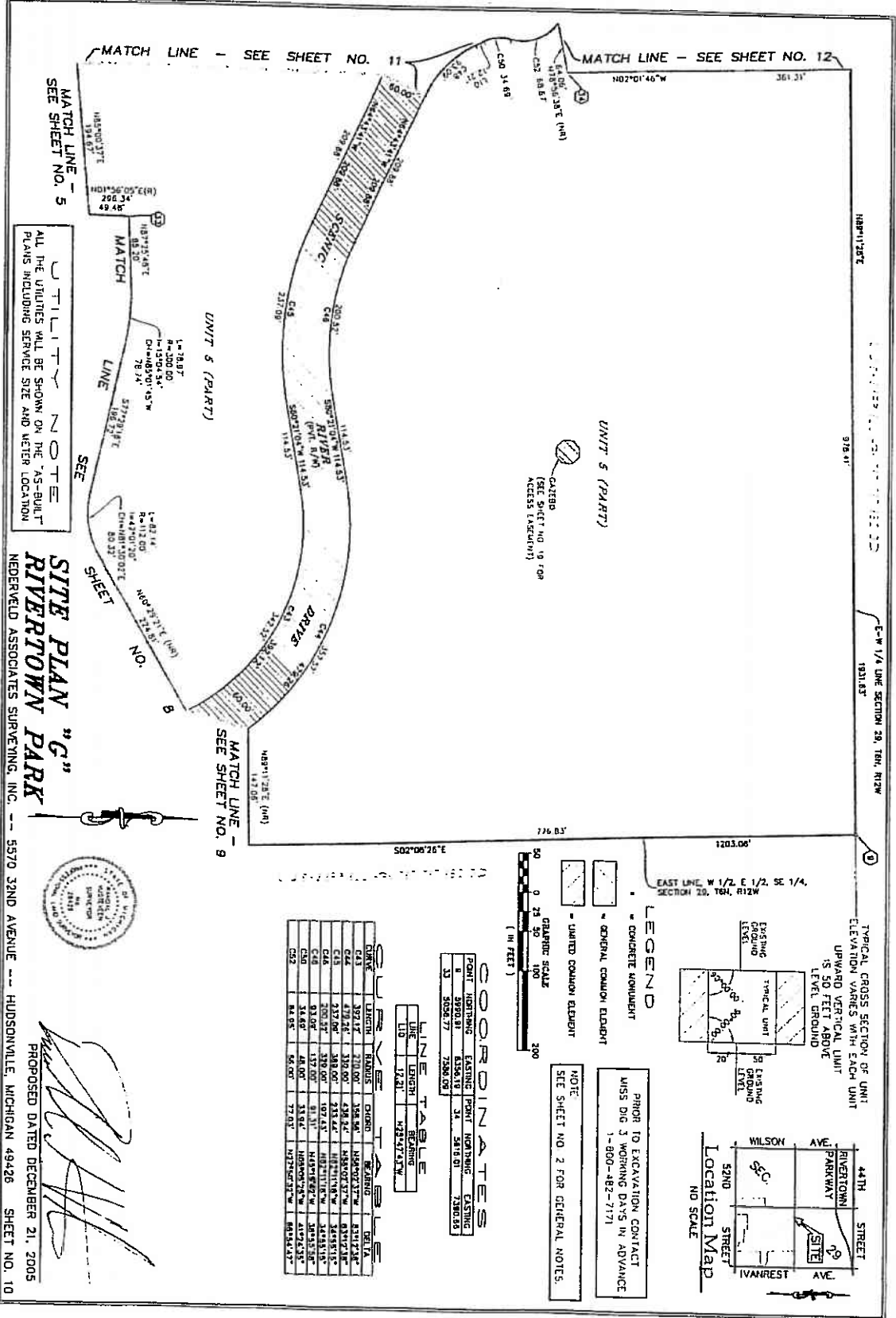


PROPOSED DATED DECEMBER 21, 2005

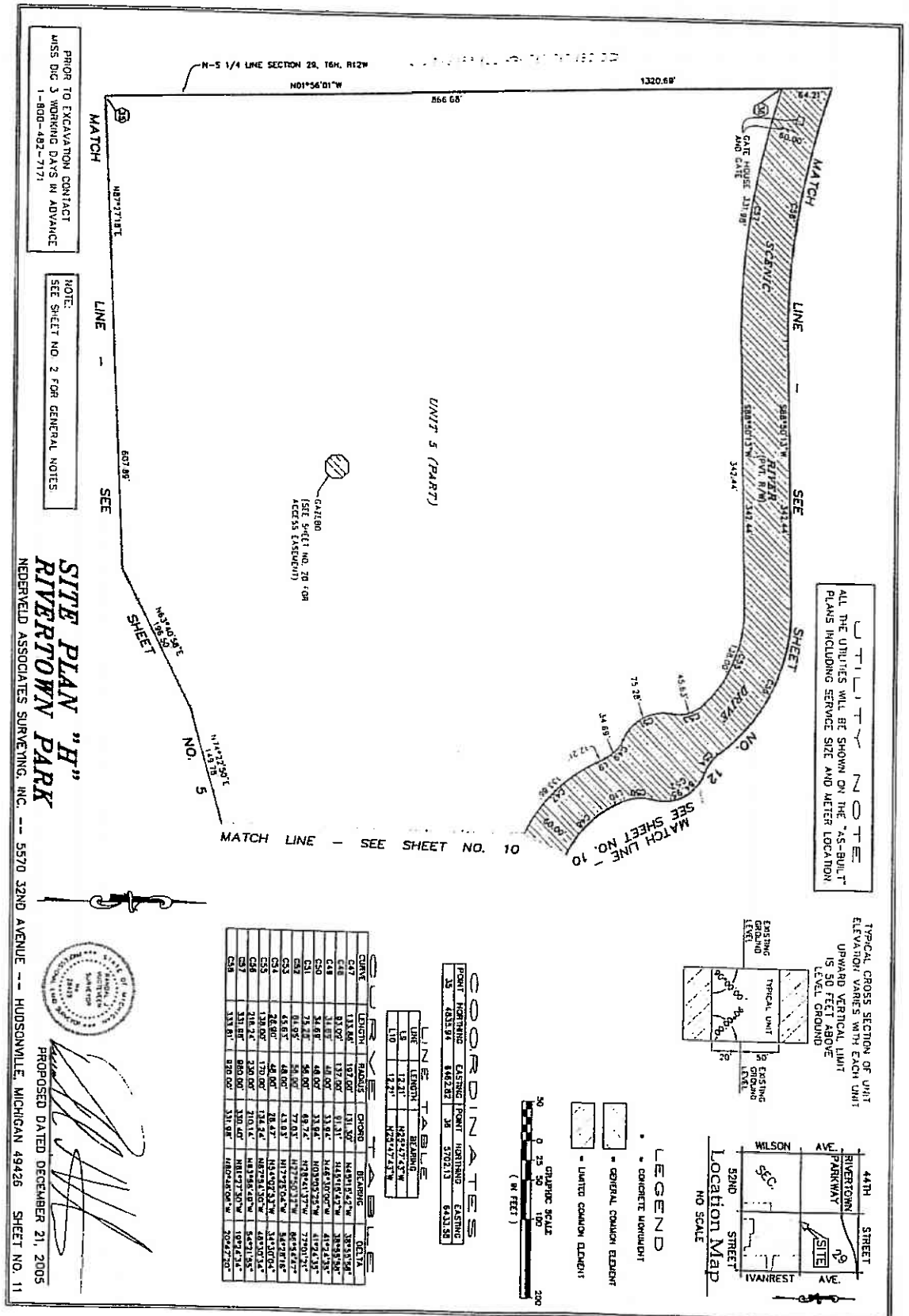


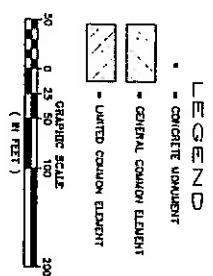
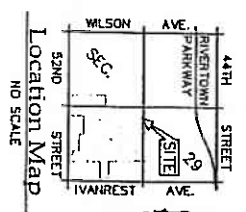
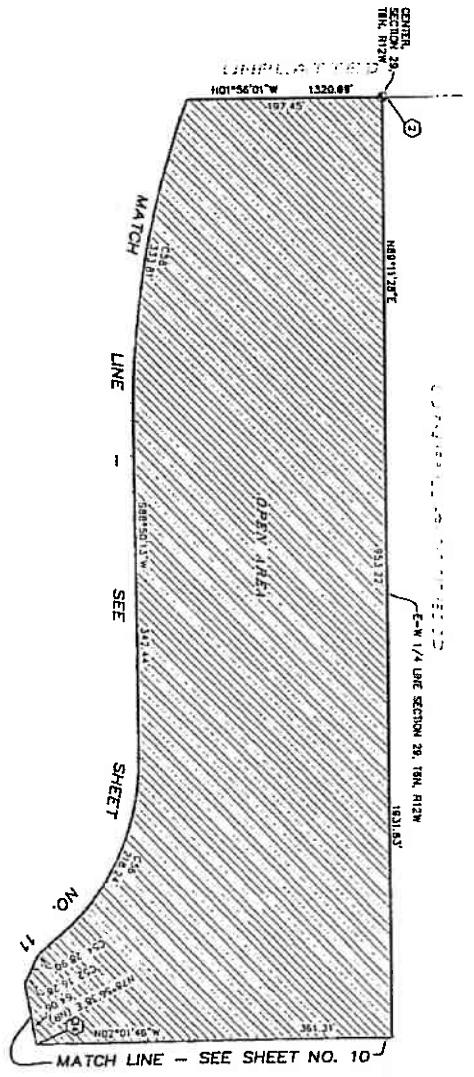


20051228-0155460 12/28/2005
 P: 51 of 66 F: \$209.00 3:01PM
 Mary Hollinrake T20050033581
 Kent County MI Register SEAL



20051228-0155460 12/28/2005
P:52 of 66 F:\$209.00 3:01PM
Mary Hollinrake T20050033681
Kent County MI Register



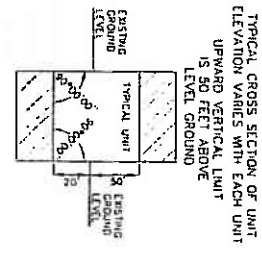


COORDINATES

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	5815.16	8424.73	3	5816.01	7300.65

UTILITY NOTES

LINE	LENGTH	START	END	BEARING	AREA
G1	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G2	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G3	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G4	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G5	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G6	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G7	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G8	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G9	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G10	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G11	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G12	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G13	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G14	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G15	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G16	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G17	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G18	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G19	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G20	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G21	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G22	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G23	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G24	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G25	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G26	28.00'	28.00'	28.00'	N42°00'11"W	684.43
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G29	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G30	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G31	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G32	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G33	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G34	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G35	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G36	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G37	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G38	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G39	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G40	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G41	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G42	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G43	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G44	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G45	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G46	28.00'	28.00'	28.00'	N42°00'11"W	684.43
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G49	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G50	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G51	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G52	28.00'	28.00'	28.00'	N42°00'11"W	684.43
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G54	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G55	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G56	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G57	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G58	28.00'	28.00'	28.00'	N42°00'11"W	684.43
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G63	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G64	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G65	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G66	28.00'	28.00'	28.00'	N42°00'11"W	684.43
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G68	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G69	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G70	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G71	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G72	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G73	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G74	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G75	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G76	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G77	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G78	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G79	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G80	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G81	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G82	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G83	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G84	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G85	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G86	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G87	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G88	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G89	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G90	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G91	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G92	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G93	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G94	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G95	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G96	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G97	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G98	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G99	28.00'	28.00'	28.00'	N42°00'11"W	684.43
G100	28.00'	28.00'	28.00'	N42°00'11"W	684.43



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

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

NOTE
 SEE SHEET NO. 2 FOR GENERAL NOTES

SITE PLAN "I"
RIVERTOWN PARK

NEDEVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 12



PROPOSED DATED DECEMBER 21, 2005

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

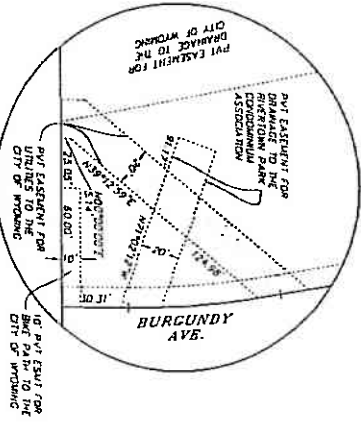
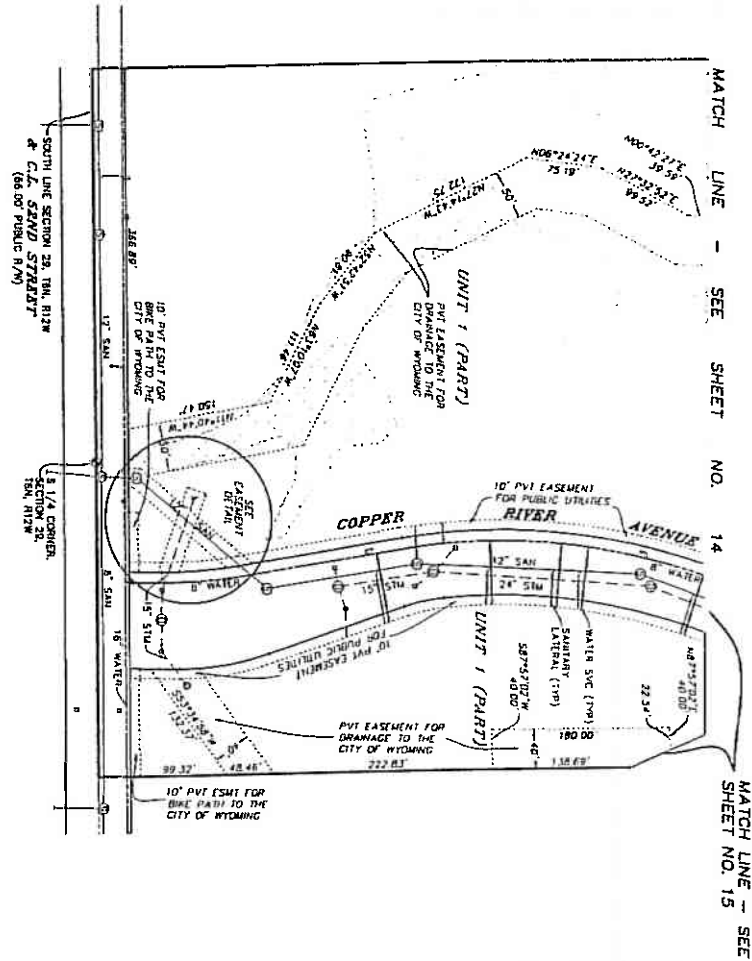
ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS FOR AVAILABLE RECORDS OF ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE TAKEN TO BE A GUARANTEE OF CORRECTNESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- WATERMAIN CITY OF WYOMING
- SANITARY SEWER CITY OF WYOMING
- STORM SEWER CITY OF WYOMING

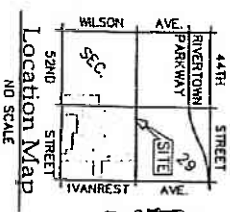
PRIOR TO EXCAVATION CONTACT
 WSS DIG 3 WORKING DAYS IN ADVANCE
 1-800-482-7171

NOTE:
 SEE SHEET NO. 2 FOR GENERAL NOTES.

UTILITY & EASEMENT PLAN "A"
RIVERTOWN PARK
 NEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUNTSVILLE, MICHIGAN 49426 SHEET NO. 13

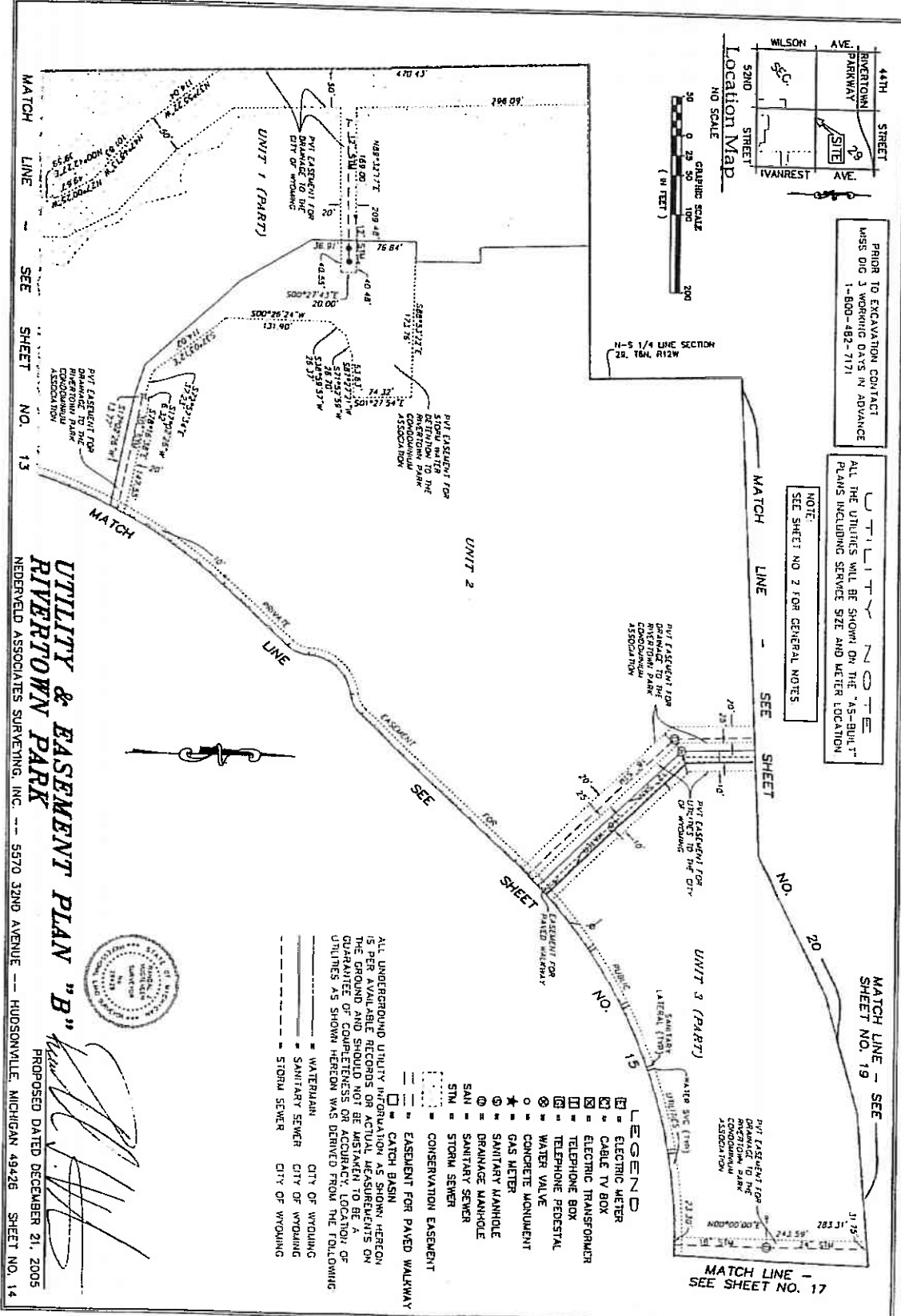


- LEGEND**
- ELECTRIC METER
 - CABLE TV BOX
 - ELECTRIC TRANSFORMER
 - TELEPHONE BOX
 - TELEPHONE PEDESTAL
 - WATER VALVE
 - CONCRETE MONUMENT
 - GAS METER
 - SANITARY MANHOLE
 - DRAINAGE MANHOLE
 - SANITARY SEWER
 - STORM SEWER
 - CONSERVATION EASEMENT
 - CATCH BASIN
- GRAPHIC SCALE (IN FEET)
- 0 25 50 100 200



30051333 01451333

20051228-0155460 12/28/2005
P:55 of 66 F:\$209.00 3:01PM
Mary Hollinrake T20050033681
Kent County MI Register SEAL

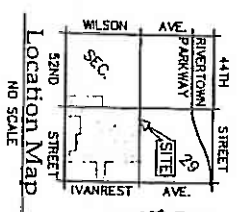
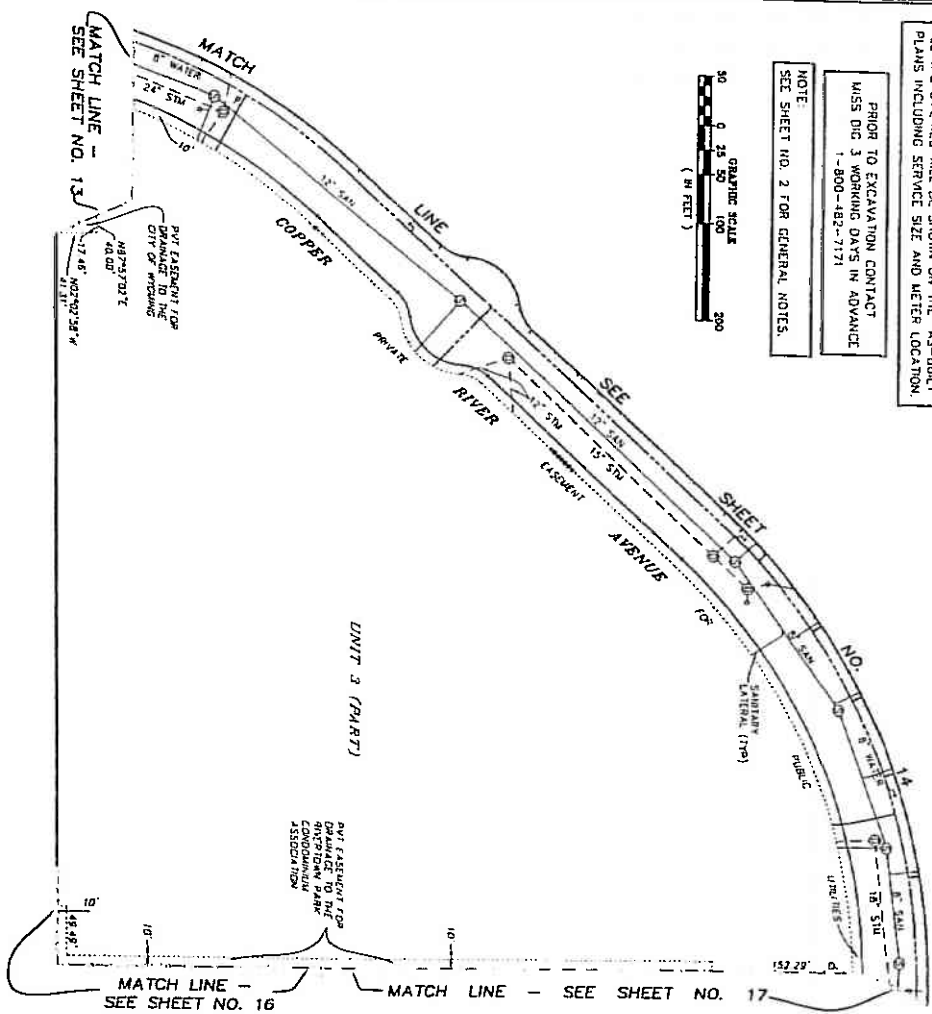
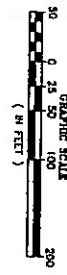


20051228-0155460 12/28/2005
 P: 56 of 56 F: \$209.00 3:01PM
 Mary Hollinrake T20050033681
 Kent County MI Register SEAL

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

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

NOTE:
 SEE SHEET NO. 2 FOR GENERAL NOTES.



- LEGEND**
- - ELECTRIC METER
 - - CABLE TV BOX
 - - ELECTRIC TRANSFORMER
 - - TELEPHONE BOX
 - - TELEPHONE PEDESTAL
 - - WATER VALVE
 - - CONCRETE MONUMENT
 - ★ - GAS METER
 - - SANITARY MANHOLE
 - - DRAINAGE MANHOLE
 - SAN - SANITARY SEWER
 - STM - STORM SEWER
 - - CATCH BASIN

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON
 IS BASED ON AVAILABLE RECORDS FOR ACTUAL MEASUREMENTS ON
 THE GROUND. IT IS NOT TO BE INTERPRETED TO BE A
 GUARANTEE OF CORRECTNESS. THE LOCATION OF
 UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

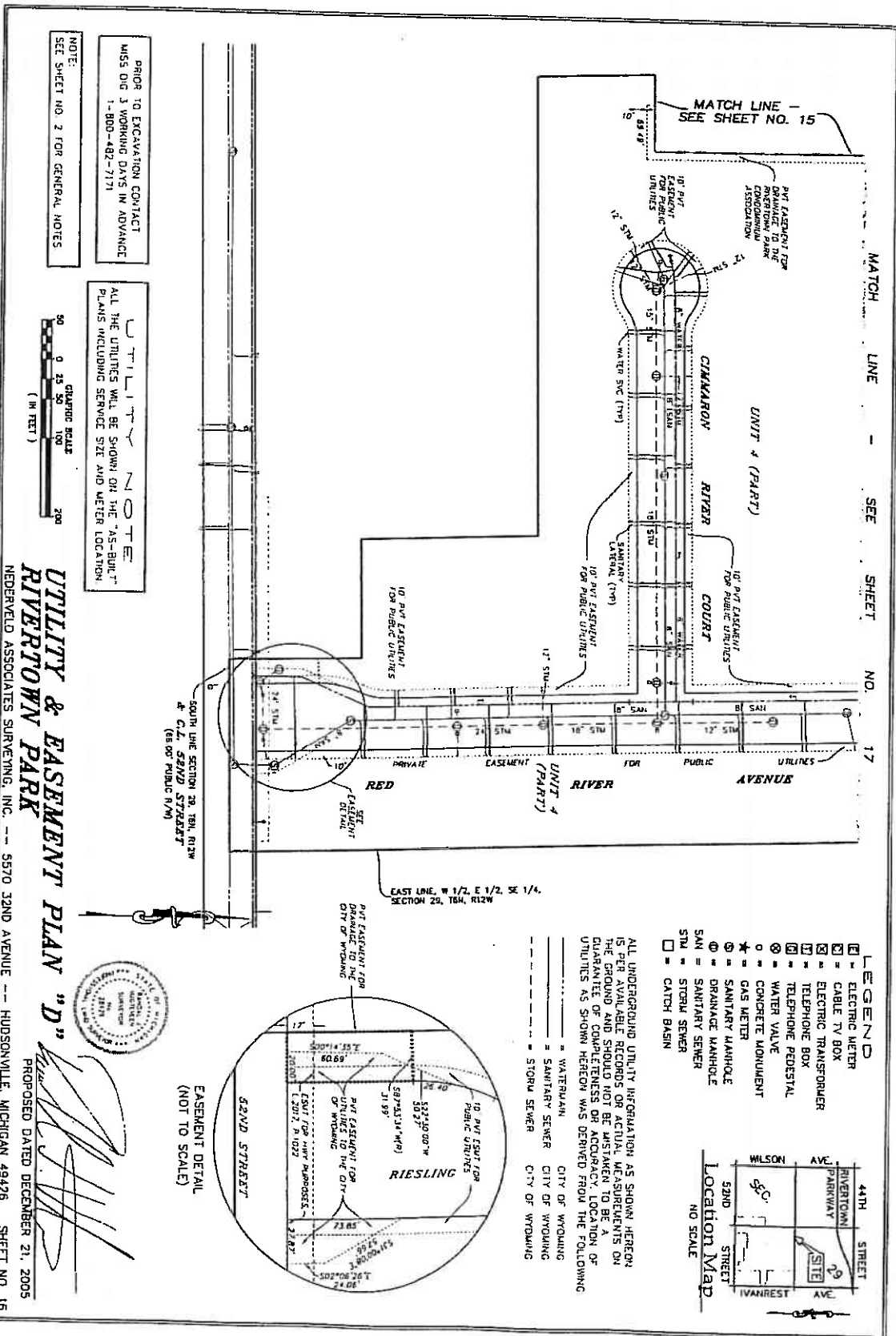
- WATERMAIN CITY OF WYOMING
- SANITARY SEWER CITY OF WYOMING
- STORM SEWER CITY OF WYOMING

UTILITY & EASEMENT PLAN "C"
RIVERTOWN PARK
 NEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUBSONVILLE, MICHIGAN 49426 SHEET NO. 15

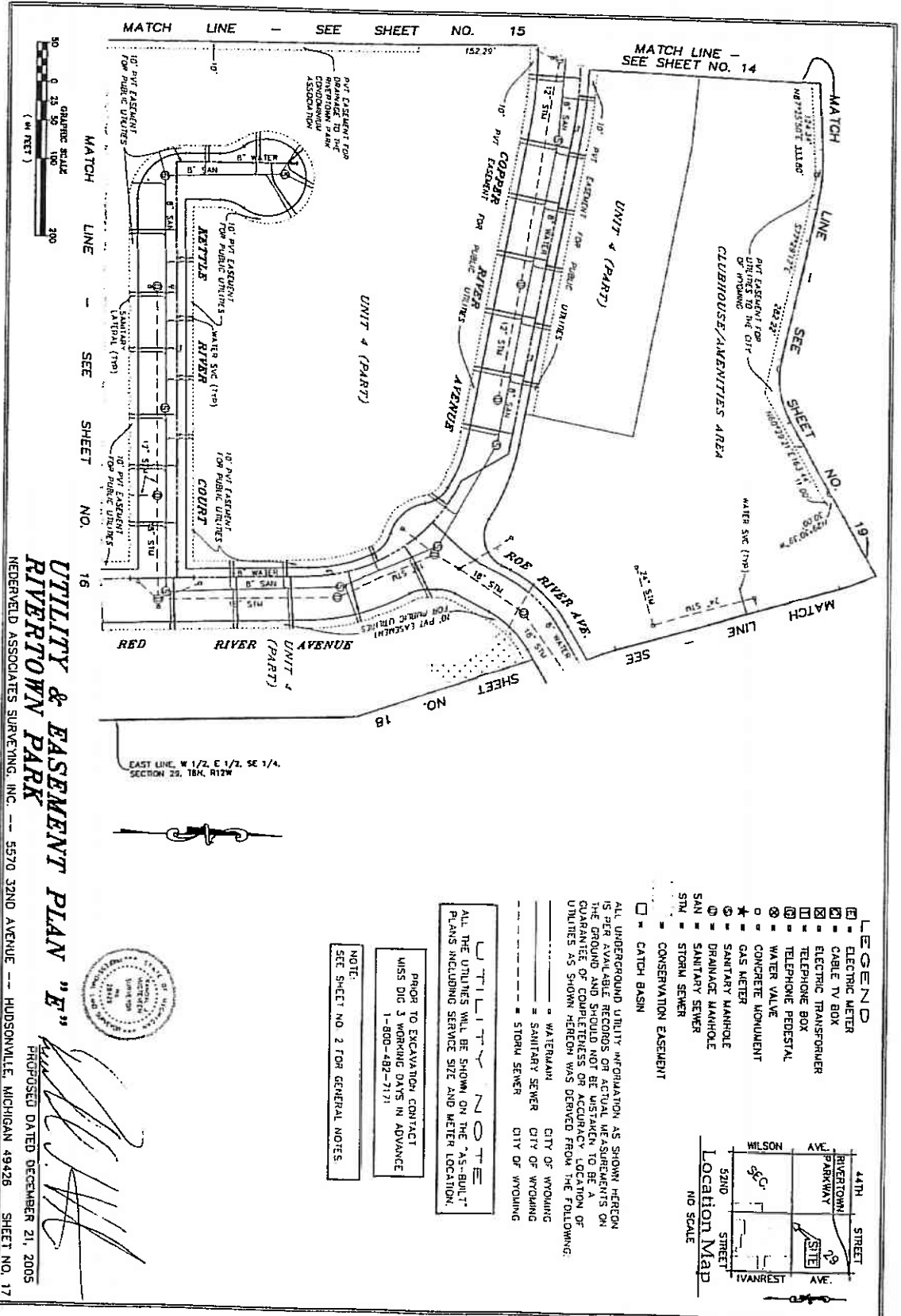


PROPOSED DATED DECEMBER 21, 2005
[Signature]

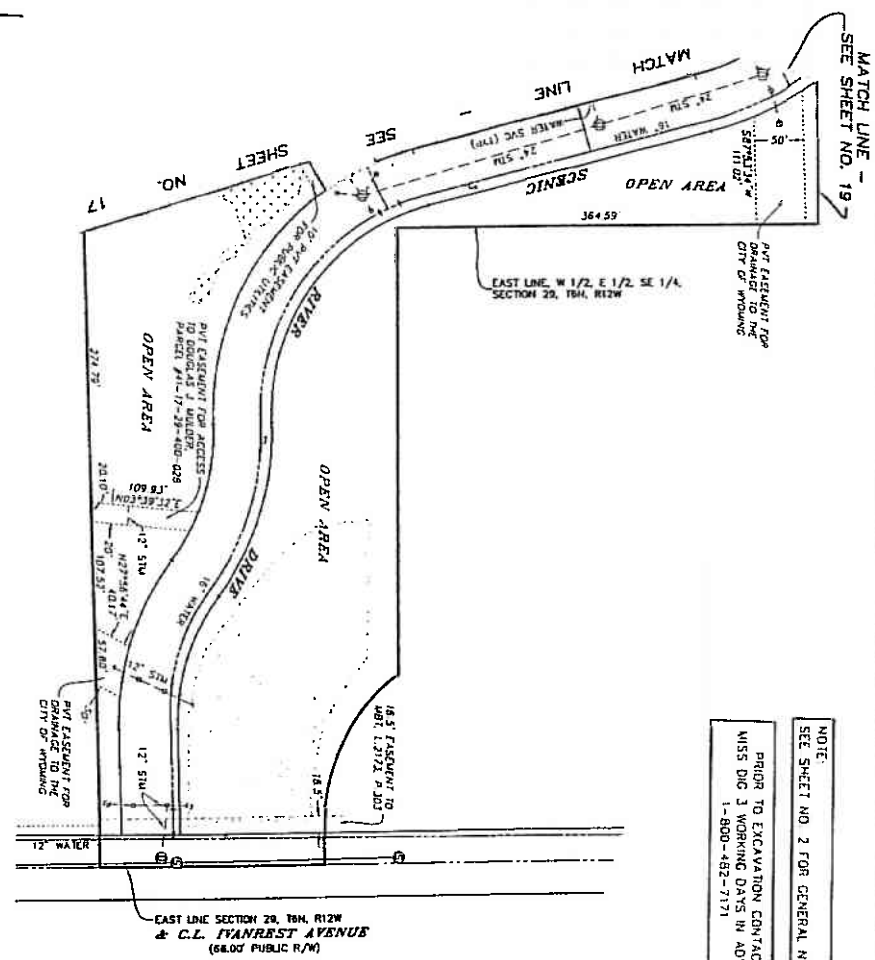
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Mary Hollinrake T20050033581
Kent County MI Register SEAL



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 Mary Hollinrake T20050033681
 Kent County MI Register SEAL

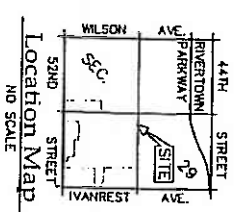


20051228-0155460 12/28/2005
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 Mary Hollinrake T20050033681
 Kent County MI Register SEAL



NOTE:
 SEE SHEET NO. 2 FOR GENERAL NOTES
 PRIOR TO EXCAVATION CONTACT
 MISS DIG 3 WORKING DAYS IN ADVANCE
 1-800-482-7171

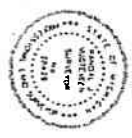
- LEGEND**
- ⊕ ELECTRIC METER
 - ⊕ CABLE TV BOX
 - ⊕ ELECTRIC TRANSFORMER
 - ⊕ TELEPHONE BOX
 - ⊕ TELEPHONE PEDESTAL
 - ⊕ WATER VALVE
 - ⊕ CONCRETE MONUMENT
 - ⊕ GAS METER
 - ⊕ SANITARY MANHOLE
 - ⊕ DRAINAGE MANHOLE
 - ⊕ SANITARY SEWER
 - ⊕ STORM SEWER
 - ⊕ CATCH BASIN
 - ⊕ CONSERVATION EASEMENT



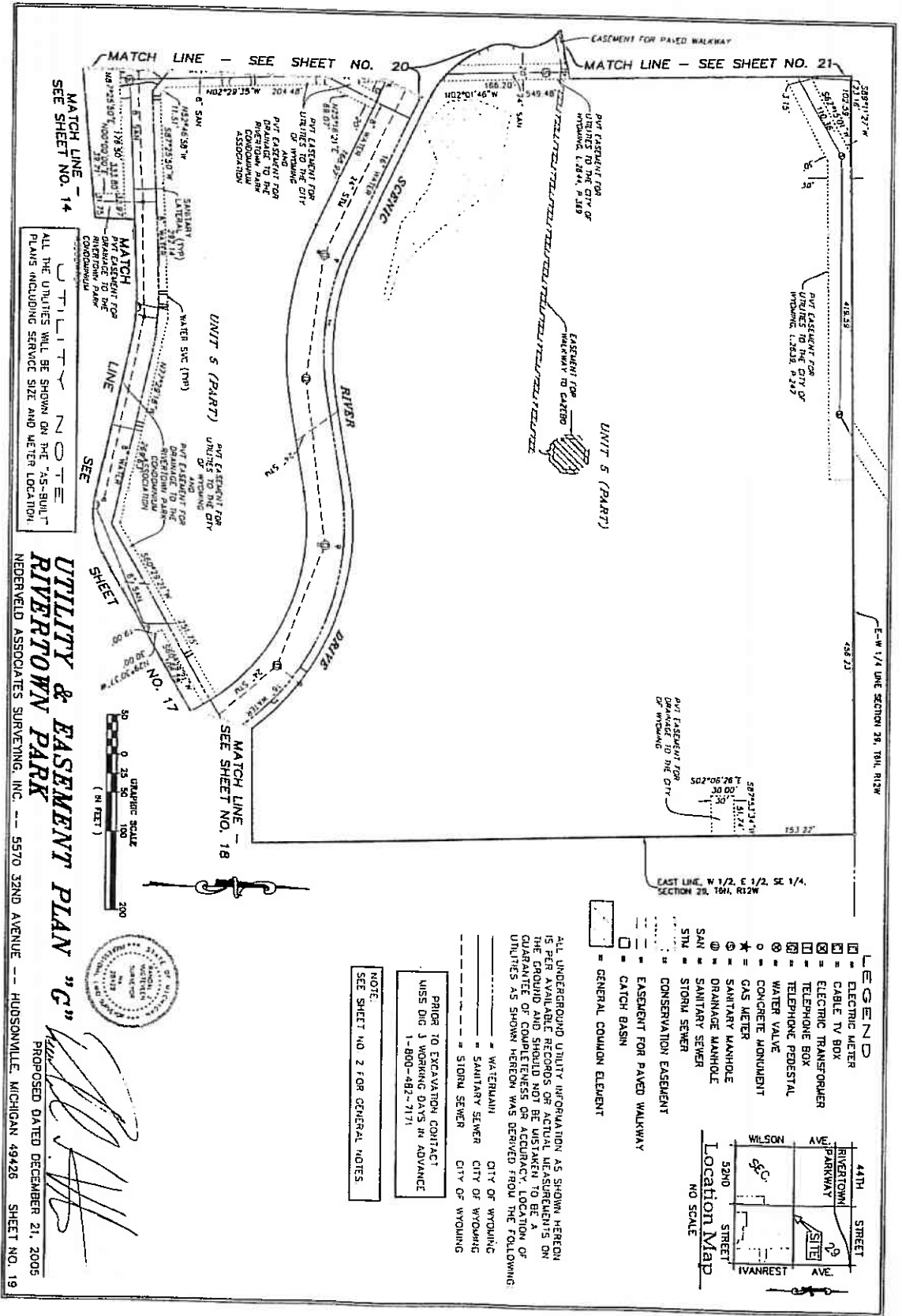
UTILITY NOTE
 ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

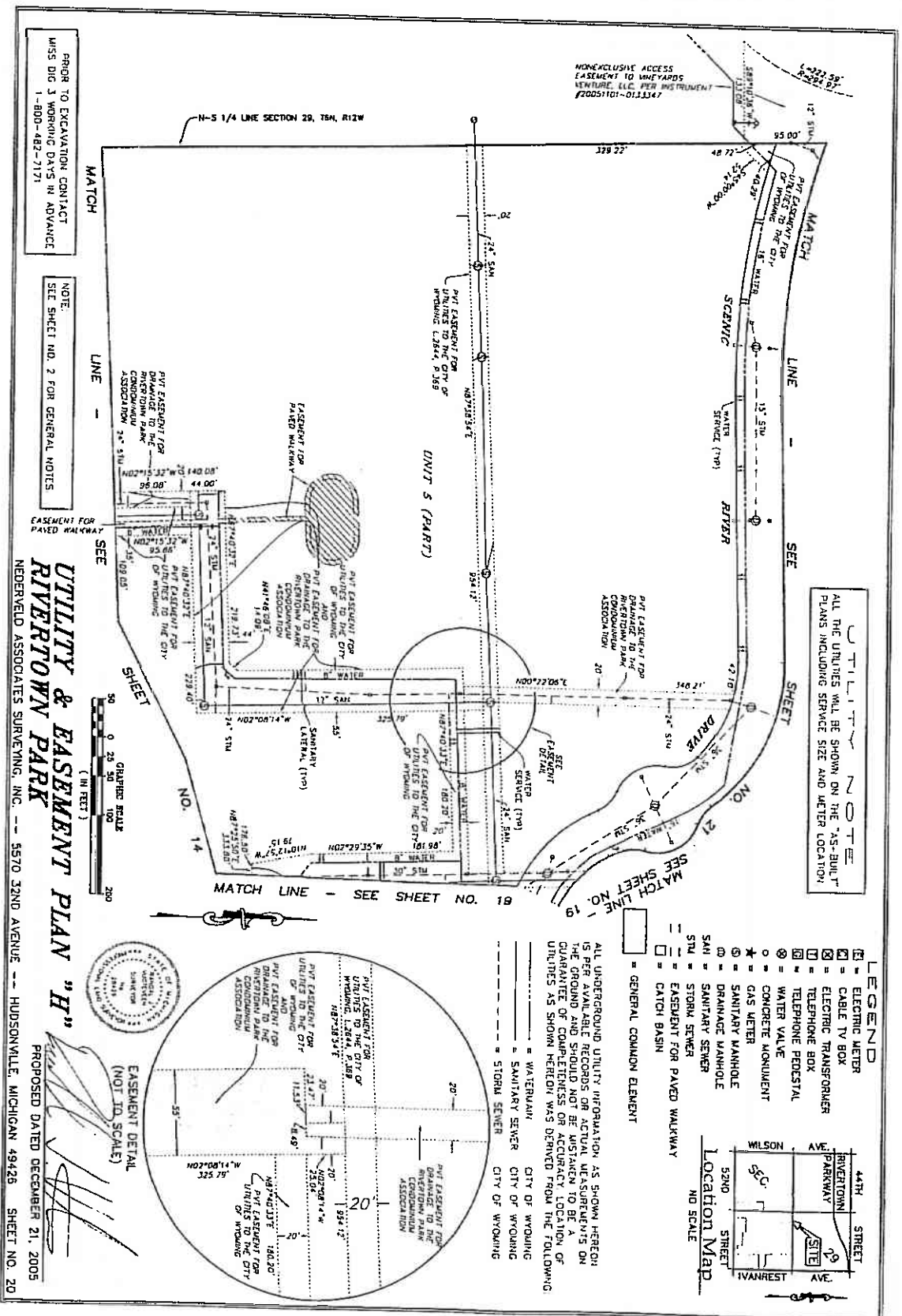
- WATERMAIN CITY OF WYOMING
- SANITARY SEWER CITY OF WYOMING
- STORM SEWER CITY OF WYOMING

UTILITY & EASEMENT PLAN "F"
RIVERTOWN PARK
 NEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 18



PROPOSED DATED DECEMBER 21, 2005

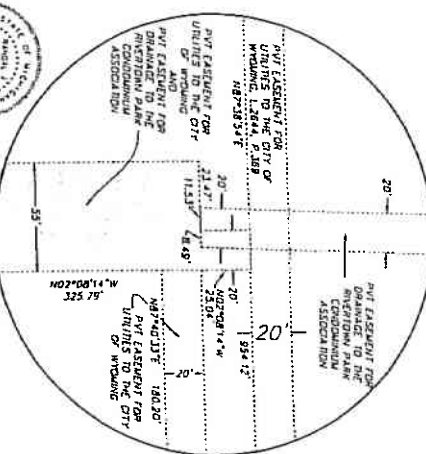




UTILITY & EASEMENT PLAN "H"
 RIVERTOWN PARK
 NEDERVEELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 20



EASEMENT DETAIL
 (NOT TO SCALE)



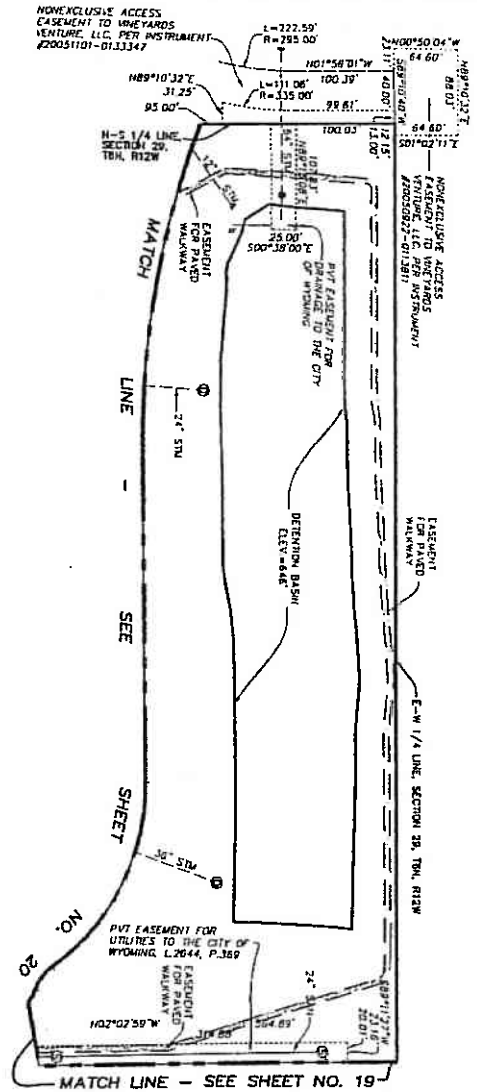
ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS ON THE GROUND AND SHOULD NOT BE RELIED UPON TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- WATERMAIN CITY OF WYOMING
- SANITARY SEWER CITY OF WYOMING
- STORM SEWER CITY OF WYOMING

LEGEND

- ELECTRIC METER
- CABLE TV BOX
- ELECTRIC TRANSFORMER
- TELEPHONE BOX
- TELEPHONE POSTAL
- WATER VALVE
- CONCRETE MONUMENT
- GAS METER
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- SANITARY SEWER
- STORM SEWER
- EASEMENT FOR PAVED WALKWAY
- CATCH BASIN
- GENERAL COMMON ELEMENT

Location Map



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

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

NOTE
SEE SHEET NO. 2 FOR GENERAL NOTES



UTILITY & EASEMENT PLAN "I"
RIVERTOWN PARK
NEDERVELD ASSOCIATES SURVEYING, INC. -- 5570 32ND AVENUE -- HUDSONVILLE, MICHIGAN 49426 SHEET NO. 21

PROPOSED DATED DECEMBER 21, 2005
[Signature]

LEGEND

- ELECTRIC METER
- CABLE TV BOX
- ELECTRIC TRANSFORMER
- TELEPHONE BOX
- TELEPHONE PEDestal
- WATER VALVE
- CONCRETE MONUMENT
- GAS METER
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- SANITARY SEWER
- STORM SEWER
- EASEMENT FOR PAVED WALKWAY
- CATCH BASIN

LOCATION MAP

NO SCALE

ALL UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS FOR INFORMATION ONLY AND IS NOT TO BE USED AS A GUARANTEE OF COMPLETENESS OR ACCURACY. THE LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

- WATERMAIN CITY OF WYOMING
- SANITARY SEWER CITY OF WYOMING
- STORM SEWER CITY OF WYOMING