

MASTER DEED

RIVER PINES

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

Kent County Condominium Subdivision Plan No. _____

- (1) Master Deed establishing River Pines, a Condominium Project.
- (2) Exhibit A to Master Deed: Condominium Bylaws of River Pines.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for River Pines.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of Michigan's Condominium Act.
- (5) Exhibit D to Master Deed: Mortgagee's Consent

No interest in real estate is conveyed by this document, so no revenue stamps are required.

This Instrument Drafted By:

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(Act 59, Public Acts of 1978)
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THIS MASTER DEED is made and executed on this _____ day of _____, 2019, by River Pines LLC, a Michigan limited liability company, of 6969 Chandler Drive, NE, Belmont, MI 49306 (the "**Developer**").

RECITALS

- A. Developer is engaged in the development of a residential site condominium project to be known as River Pines (the "Project"), pursuant to development plans approved by the Township of Plainfield, Kent County, Michigan, on a parcel of land described in Article II of this Master Deed.
- B. 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 (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located on such property, and all appurtenances, as a condominium project under the provisions of Michigan's Condominium Act, as amended (the "Act").
- C. Upon the recording of this Master Deed, River Pines shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, and in any other manner utilized subject to the provisions of the Act and to the provisions set forth in this Master Deed, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in any part of the real property contained within the Project, their grantees, successors, heirs, personal representatives, administrators and assigns.

PROVISIONS

ARTICLE I

NATURE OF PROJECT

- 1.1 Project Description.** The Project is a residential site condominium. The seven (7) Condominium Units contained within the Project, including the number, boundaries, and dimensions of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of utilization by reason of having its own entrance from and exit to a Common

Element of the Project. The Developer has not reserved the right to expand or contract the Project or to exercise conversion rights.

- 1.2 Exclusive Right.** Each Co-owner shall have an exclusive property right to his or her Unit, shall have shared rights in and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided and inseparable right to share with all other Co-owners in the ownership and use of the General Common Elements of the Project, all as described in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

- 2.1 The Land.** The land upon which the Project is situated, and which is submitted to condominium ownership pursuant to the provisions of the Act, is located in the Township of Plainfield, Kent County, Michigan, and is legally described as follows:

Parcel 1: Part of the Southwest one-quarter of Section 15, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the South one-quarter corner of said Section; thence North 87 degrees 40 minutes 10 seconds West 576.00 feet along the South line of said Section to the Place of Beginning; thence North 00 degrees 38 minutes 02 seconds East 240.00 feet parallel to the North-South one-quarter line of said Section; thence South 87 degrees 40 minutes 10 seconds East 96.00 feet parallel with the South line of said Section; thence North 00 degrees 38 minutes 02 seconds East 195.60 feet; thence South 87 degrees 40 minutes 10 seconds East 150.00 feet; thence North 00 degrees 38 minutes 02 seconds East 426.60 feet; thence North 87 degrees 40 minutes 10 seconds West 357.30 feet parallel with the South line of said Section; thence South 00 degrees 38 minutes 02 seconds West 110.60 feet parallel with the North-South one-quarter line of said Section; thence South 87 degrees 40 minutes 10 seconds East 33.00 feet; thence South 00 degrees 38 minutes 02 seconds West 218.60 feet; thence North 87 degrees 40 minutes 10 seconds West 177.30 feet; thence South 00 degrees 31 minutes 54 seconds West 293.00 feet along a line which is 818.7 feet East of Belmont Acres Plat; thence South 87 degrees 40 minutes 10 seconds East 177.09 feet (recorded as 177.3 feet) parallel with the South line of said Section; thence South 00 degrees 31 minutes 54 seconds West 240.00 feet; thence South 87 degrees 40 minutes 10 seconds East 77.46 feet along the South line of said Section to the Place of Beginning.

also known as Property Address: 2691 Rogue River Road NE (V/L), Belmont, MI 49306
Sidwell No. 41-10-15-376-076

- 2.2 Easements and Restrictions.** The property submitted to condominium ownership by this Master Deed shall be subject to visible and recorded easements, recorded restrictions, the rights of the public and of any governmental unit in any part of the property taken, used or deeded for street or highway uses and applicable local zoning and building and use ordinances.

ARTICLE III

DEFINITIONS

- 3.1 Definitions.** When used in any of the Condominium Documents (defined below) and in any deed, mortgage, land contract, easement, or other document affecting the Project or the establishment or transfer of any interest in the Project, the following words shall be defined as set forth in this Article, unless the context otherwise requires:

- a. **"Act"** or **"Condominium Act"** means the Michigan's Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- b. **"Administrator"** means the department, if any, of Michigan's government which is designated by the Act or otherwise to serve as the government's "Administrator" of condominium projects in Michigan or otherwise serves in that capacity.
- c. **"Association of Co-owners"** or **"Association"** means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. The entity initially created by the Developer for this purpose is identified as River Pines Association, a Michigan non-profit corporation. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan. By a vote of at least two thirds (2/3) of all Co-owners entitled to vote, and after the Development Period has expired, the Co-owners may designate a different Michigan non-profit corporation, unincorporated association, or other entity as the "Association," but such corporation or other entity shall be bound by the provisions of the Condominium Documents.
- d. **"Association Bylaws"** means the corporate bylaws of the Association.
- e. **"Common Elements,"** where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements as defined Article IV of this Master Deed.
- f. **"Condominium Bylaws"** means Exhibit A to this Master Deed (which may be amended from time to time), being the Bylaws which describe the substantive rights and obligations of the Co-owners with respect to the Project.
- g. **"Condominium Documents"** means this Master Deed and all of its exhibits and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Project, including, without limitation, the Articles of Incorporation, the Association Bylaws and any Rules adopted by the Association, all as amended from time to time.
- h. **"Condominium Subdivision Plan," "Subdivision Plan" or "Plan"** means Exhibit B to this Master Deed (which may be amended from time to time), being the set of the site, survey and other drawings depicting the real property and improvements to be included in the Project.
- i. **"Condominium Unit" or "Unit"** means a single residential building site designed and intended for separate ownership and use, as described in this Master Deed, including the Condominium Subdivision Plan. All structures and improvements now or

hereafter located within the boundaries of a Unit shall be part of the Unit and shall be owned by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. As shown on the Condominium Subdivision Plan, each Unit has a lower and upper boundary of twenty five (25) feet below and fifty (50) feet above ground elevation, respectively.

- j. **"Consolidating Master Deed"** means the final amended Master Deed, if any, which shall describe River Pines as a completed project and shall reflect all Units added to the Project from time to time or taken from the Project, and all Common Elements, and shall express a Percentage of Value pertaining to each Unit as finally readjusted. If a Consolidating Master Deed is recorded in the office of the Register of Deeds, then the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed. Because this Project is not an expandable or contractable condominium project and the Project does not contain convertible land or space (except in the limited circumstances described in Section 4.7), the Developer does not anticipate that a Consolidating Master Deed will be recorded.
- k. **"Co-owner"** means the person, firm, corporation, partnership, limited liability, association, trust or other legal entity or any combination of persons or entities who or which owns a Condominium Unit in the Project, including the vendor and vendee of any land contract for the purchase of a Unit in the Project. Land contract vendors and vendees are jointly and severally liable to the Association for the payment of assessments and for the performance of all other obligations of a "Co-owner" unless the recorded Condominium Documents provide otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- l. **"Developer"** means River Pines LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both "successors" and "assigns" shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents unless the context clearly dictates to the contrary. "Developer" does not include a real estate broker acting as agent for the Developer in selling Units, a Residential Builder (as defined in the Act) which acquires title to one or more Units for the purpose of performing residential construction within the Unit(s), and subsequently reselling the Unit(s) and other persons exempted from this definition by law, administrative rule or order.
- m. **"Development Period,"** for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of this Master Deed and continuing for as long as the Developer continues to own any interest in any Unit in the Project or the right to create additional Unit(s) and/or add land to the Project, whichever is longest, unless earlier terminated by a document signed by Developer and recorded.

- n. **"General Common Elements"** means those Common Elements of the Project described in Section 4.1 of this Master Deed which are for the use and enjoyment of all Co-owners of the Project.
- o. **"Limited Common Elements"** means those Common Elements of the Project described in Section 4.2 of this Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified Unit or Units.
- p. **"Master Deed"** means this document, together with the exhibits attached to it and all amendments to this document which may be adopted and recorded in the future.
- q. **"Percentage of Value"** means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner's undivided interest in the Common Elements of the Project and, generally, in the proceeds and expenses of administration.
- r. **"Project"** or **"Condominium"** means River Pines, a residential condominium development established in conformity with the provisions of the Act, and includes the land described in Section 2.1, as the same may be amended, all improvements and structures located or to be located on such land, and all easements, appurtenances and other rights belonging to or benefitting River Pines or any part of River Pines.
- s. **"Residential Builder"** is a person licensed as a residential builder under Article 24 of the Occupational Code, 1980 PA 299, MCL 339.2401 to MCL 339.2412.
- t. **"Rules"** means all rules, regulations, restrictions, and other provisions promulgated and amended in accordance with Section 7.04 of the Condominium Bylaws.
- u. **"Township"** means the Township of Plainfield, Kent County, Michigan, or its successor. When approval or other action of the Township is required by the Condominium Documents, the approval or action shall be by the governing body of the Township or by a committee, commission, or person designated by the governing body.
- v. **"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, the same shall include a reference to any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, the reference shall be assumed to include the plural where such assumption would be appropriate. Terms not defined in this Master Deed

but which are defined in the Act shall carry the meanings given them by the Act unless the context clearly indicates to the contrary.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

- a. Land and Air. The land (including airspace) described in Section 2.1 of this Master Deed (except for any land and airspace which is part of a Unit or which is designated as a Limited Common Element). The General Common Elements also include any easement interests for the benefit of the Project and/or for the benefit of the Association for ingress, egress, entry improvements, drainage, utility and other purposes, over, under, across and through the Project and/or areas located outside the Project;
- b. Wiring Networks and Related Equipment. The portions of the electrical, telephone, cable television and other telecommunications wiring networks and related equipment throughout the Common Elements of the Project located outside of the boundaries of any Unit;
- c. Plantings. The lawns, trees, shrubs and other plantings located within the General Common Elements of the Project;
- d. Gas. The portions of the gas distribution system, if any, throughout the Project, located outside the boundaries of any Unit;
- e. Access Paths. The private roadways and pedestrian paths (if any) of the Project and all traffic signs, gates, fencing, street lights (including support posts, wiring and all other components) and other equipment used in association with such access paths;
- f. Stormwater Drainage System. The stormwater drainage system, if any, within the Project as identified on the Subdivision Plan, including drainage ditches, culverts, pipes and storm water detention ponds or retaining basins associated with the system, but excluding sump pumps and related equipment intended to service primarily one Unit;
- g. Entry Improvements. The entry signage, and intended to benefit the Project, and other improvements located at or near the entry or entries to the Project;
- h. Water. The portions of the water distribution system including all components such as hydrants, pipes, and valves, servicing the Units and Common Elements located outside the boundaries of any Unit;

- i. Sanitary Sewer. The portions of the sanitary sewer system servicing the Units and Common Elements located outside of the boundaries of any Unit;
- j. Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and which are not enclosed within the boundaries of a Unit, and which are intended for common use or are reasonably necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility and/or service lines, equipment, and systems (including mains and service leads) may be owned by a local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' or the Association's interests, if any, in them, and 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. Driveways. The portion of any driveway located between any Unit and the paved General Common Element roadway and servicing fewer than all of the Units (but, as shown on the Condominium Subdivision Plan, portions of driveways may be impacted by General Common Element utility improvements and/or easements);
- b. Sidewalks. The portion of any sidewalk located outside the boundaries of any Unit which is intended to service fewer than all of the Units;
- c. Delivery Boxes. The mail and/or paper box(es) permitted by the Association in the Project if not located within the perimeters of a Unit;
- d. Footings and Foundations. The portion, if any, of any footing or foundation extending more than twenty five (25) feet below surrounding grade level;
- e. Certain Easement Interests. Any easement and/or license interests, as shown by the Condominium Subdivision Plan or otherwise, reserved over a portion of the General Common Elements or Unit(s) for the benefit of fewer than all of the Units;
- f. Certain Land and Airspace. All airspace and land located between the vertical boundaries of any Unit and more than twenty-five (25) feet below and fifty 50 feet above ground level;
- g. Sump Pumps and Related Equipment. Any portion of any sump pump and related equipment intended primarily to service one Unit which is not located within the Unit which is services;

- h. Water Well. That portion of any water well serving a Unit which is located beneath or otherwise outside of the Unit; and
- i. Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of some of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan and it is not otherwise clear to which Unit any Limited Common Element is appurtenant, the Developer (for itself during the Development Period and for the Association thereafter) reserves the right to designate each such Limited Common Element as being appurtenant to a particular Unit or Units and to record amendment(s) to this Master Deed if necessary or advisable to effectuate the designation(s).

4.3 Responsibilities. Responsibility for the maintenance, decoration, repair, and replacement of the Unit Improvements and Common Elements shall be as follows:

- a. Unit Improvements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair and replacement of all buildings, structures, improvements, and air space situated within the perimeters of a Unit shall be the responsibility of the Co-owner of such Unit; provided, that the exterior appearance of all such buildings, structures, improvements, and yard areas shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed in any Condominium Document.
- b. Limited Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of the Limited Common Elements shall be the responsibility of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant; provided, however, that notwithstanding the foregoing, the Association shall have the duty to undertake, and the obligation to pay the costs for, snow and ice removal from all driveways, sidewalks, front porches and stoops, and the maintenance, repair and replacement of all sidewalks and driveways.
- c. General Common Elements. The duty to undertake, and the obligation to pay the costs for, operation, maintenance, decoration, repair, and replacement of all General Common Elements shall be borne by the Association; provided, however, that notwithstanding the foregoing, it is possible that in the future, some Common Element obligations may be included within a special assessment district and be paid by the Co-owners if the proper procedures for establishing a special assessment district are adhered to.
- d. Association Action. While it is intended that each Co-owner will be solely responsible for the performance and cost of the operation, decoration, maintenance, repair,

renovation, restoration and replacement of the residence and all other appurtenances, improvements, lawn and other plants constructed or otherwise located within a Unit and of certain Limited Common Elements, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair and replace such areas and improvements in accordance with the standards set forth by the Association. If a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules promulgated by the Association, to properly and adequately maintain, repair or replace any improvement, yard or appurtenance located within the Unit or any Limited Common Element appurtenant to the Unit, the Association, shall have the right, but not the obligation, to undertake such obligation(s) of the Co-owner including, but not limited to, reasonably uniform, periodic exterior maintenance functions with respect to improvements, yard and appurtenances as it may deem appropriate (including without limitation, painting, sealing, refinishing, trimming, removing, or other decoration). Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be assessed to the affected Unit and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines. During the Development Period, the Developer shall have the right, but not the obligation, to exercise the Association's rights and remedies set forth in this subsection 4.3d at the Association's expense if the Association declines to do so promptly after written request by the Developer and the Developer, in its sole discretion, deems such action to be necessary to preserve the appearance and reputation of the Project.

- e. Private Road Maintenance. The private road within the Project shall be maintained by the Association in good and readily passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to traffic by emergency and publicly owned vehicles and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. The Township shall not have any maintenance obligation with respect to the private road within the Project. The road within the Project is private and is not required to be maintained by the Kent County Road Commission.
- f. Stormwater System. The Developer shall be responsible for the installation of a stormwater system (the "Stormwater System") and shall pay all costs associated with the design and initial installation of the Stormwater System. After the Stormwater System has been installed, the Association shall operate, maintain and pay all costs associated with the Stormwater System, except that all responsibilities and costs associated with sump pumps and related equipment shall be those of the Co-owner of the Unit to which the sump pumps and related equipment are appurtenant.

- g. Utility Bills. Each Co-Owner shall be responsible for payment of all utilities and services furnished to his or her Unit unless the Association affirmatively assumes responsibility for any such payments.
- h. Co-owner Neglect. Notwithstanding any provision in this Section 4.3 to the contrary, to the extent that costs for decorating, cleaning, repairing, maintaining, or replacing any Common Elements or improvement within the Project are incurred by the Association or any Co-Owner due to the act or neglect of a Co-owner or his or her agent, invitee, family member or pet, such Co-owner shall be liable for such costs, and for all reasonable costs, including attorney fees, incurred in collecting such costs. All such costs incurred by the Association (including attorney fees and other costs of collection) shall be secured by a lien on the offending Co-owner's Unit and may be enforced and collected by use of all means available to the Association.

4.4 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development Period) and/or the Association (after the Development Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.5 Assignment and Reassignment. A Limited Common Element may be assigned and reassigned, upon notice to any affected mortgagee, by written application to the Board of Directors by all Co-owners whose interest will be directly affected by the (re)assignment. Upon receipt of such application, the Association shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed (re)assigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval of the amendment. If any directly affected Co-owner objects in writing to a proposed (re)assignment of a Limited Common Element, the Limited Common Element shall not be (re)assigned.

4.6 No Separation. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements and neither a Unit nor a Common Element shall be used in any manner inconsistent with the purposes of the Project or in any other way which materially will interfere with, or impair the rights of, any other Co-owner in the use and enjoyment of the Co-owner's Unit or of the Common Elements.

- 4.7 Alterations by Developer.** Until the Developer has sold all of the Units in the Project, the Developer may make such grading, landscaping, Unit boundary changes and relocations, and structural alterations as it deems necessary to any unsold Unit(s) and/or Common Elements, which are hereby designated (to the extent necessary) as "convertible areas," and such space may be converted, in the Developer's sole discretion, into portions of a Unit, General Common Elements or Limited Common Elements, or a combination of them by an amendment to the Master Deed which describes such changes. The responsibility for maintenance, repair and replacement of such modifications may be assigned as determined solely by Developer and without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to a modified Unit. In connection with any such amendment, the Developer may readjust boundaries of the affected Units, reduce the number of Units by combining two or more Units, and readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth by law or this Master Deed, to the proportionate reallocation of Percentages of Value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

- 5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is set forth in the Condominium Subdivision Plan as prepared by Roosien & Associates. Detailed plans and specifications have been filed with the Township. Each Unit shall include the airspace located within Unit boundaries from and above a depth of twenty five (25) feet below the surface of the ground and extending upwards to a vertical limit above the surface of fifty (50) feet, as shown on Exhibit B and delineated with heavy outlines.
- 5.2 Percentage of Value.** The total value of the Project is one hundred (100), and the Percentage of such Value assigned to each of the Condominium Units of the Project shall be equal. The determination that Percentages of Value for all Units shall be equal was made after reviewing and comparing the characteristics of each Unit and how they would affect the expenses of administration of the Project and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. Except as may otherwise be

provided in this Master Deed, the Percentages of Value shall be changed only in the manner provided by Article VIII, expressed in an amendment to the Master Deed, duly executed and recorded.

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

ARTICLE VI

EXPANSION, CONTRACTION, CONVERSION AND RELATED RIGHTS

- 6.1 Expansion.** Except to the extent that the Developer's reserved rights to change Units, relocate Units, and combine Units as described in Section 4.7 are deemed to involve elements of contraction or convertibility, the Developer has not reserved the rights to expand, contract, or convert.

ARTICLE VII

EASEMENTS AND UTILITIES

- 7.1 Maintenance of Encroachments.** If any portion of a Unit or Common Element encroaches upon a 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 such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after repair or rebuilding in the event of damage or destruction. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period) for the maintenance and repair of all Units and Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.
- 7.2 Utility Easements.** Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways, utility lines or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utilities or services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, repairing, replacing, maintaining and removing all and every type of line, pipe or main with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services, and any costs incurred by the Association in modifying, changing, repairing or otherwise working on any Common Element of the Project to install, repair, maintain, improve or replace such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws unless such costs are reimbursed by the utility or other service provider.
- 7.3 Storm Water Management.** Developer grants and reserves for the benefit of itself, the Association, and the Co-owners, and their respective successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described from time to time in Section 2.1 of this Master Deed, and appurtenant to any land which the Developer may now own or later acquire, for storm water drainage purposes and water detention or ponding purposes over, under and across those areas of the Project and proximate land, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage and/or detention purposes as shown on the Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be maintained so as to achieve this intention. There shall be no construction within a drainage easement, including without limitation, swimming pools, sheds, garages, patios, decks or any other permanent structure that may interfere with storm water drainage. The Developer (and the Association after the Development Period) shall have the right to determine if any obstruction exists and to

determine what repair or change, if any, is necessary to keep the conductors unobstructed. The Association shall be responsible for all maintenance, repair and replacement of the drainage system located within the Project, and all costs incurred in connection with the drainage system shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws (provided, however, that each Co-owner is responsible for that Co-owner's sump pump system and that if the maintenance, repair or replacement is caused by any action or inaction of a Co-owner or a family member, guest, pet, invitee or other person for whom a Co-owner is responsible, the responsible Co-owner, upon demand, shall either pay, or reimburse the Association for, such costs).

- 7.4 Emergency, Mail and Delivery Access.** There shall exist for the benefit of the Township, any emergency service agency, the United States Postal Service, package and document delivery services and other persons and entities invited to a Unit by a Co-owner for a legitimate purpose, a license to use all roads in the Project and other areas, if any, designated on the Subdivision Plan for such specific uses. This license shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, package and document delivery services and other lawful governmental and private services to the Condominium Project and the Co-owners. This grant of a license shall in no way be construed as a dedication of any streets, roads, or driveways to the public.
- 7.5 General Easements During Development Period.** During the Development Period, Developer reserves an easement for pedestrian and vehicular ingress and egress purposes over and across the Common Elements of the Project to show Units to prospective purchasers and others and for all other reasonable purposes. This easement may be used by Developer and its successors and assigns, and by the guests and invitees of Developer, without charge.
- 7.6 Dedication of Roadway and Conveyance of Utilities.** The Developer reserves the right and power to convey and dedicate the private roadway in the Project to the public for all public road purposes. Any dedication of any private roadway shall be subject to approval of the Township in accordance with the Township's procedures for granting such approval. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by the Township or the Kent County Road Commission. Developer also reserves the right to grant specific easements for utilities over, under and across the Project to appropriate governmental agencies, and/or public utility companies and to transfer title of utilities and services to governmental agencies, utility companies and/or other third parties. Private rights of the Developer, Co-owners, mortgagees and Association in any road right-of-way, utility, or service conveyed or dedicated, shall terminate upon such conveyance or dedication to the appropriate public road agency for public road purposes, or to the appropriate utility company or government agency. Such dedication or conveyance shall be reflected by an appropriate amendment to the Master Deed and Subdivision Plan and recorded in the office of the Kent County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such dedication or conveyance, and to any amendment or amendments to effectuate the dedication or conveyance.

7.7 Right to Grant Future Easements. Developer reserves the right, for a period of ten (10) years commencing on the date of recording of this Master Deed, to grant perpetual non-exclusive easements over, under and across the Common Elements of the Project (and any Units owned by the Developer within the Project) for the benefit of all lands adjoining or proximate to the Project and/or for the benefit of one or more Unit(s) in the Project, without the payment of any fee or charge whatsoever other than the reasonable cost of work performed, utilities consumed and/or maintenance required as a direct result of such use, to utilize, tap, tie into, service, maintain, extend, and enlarge all utility and service mains located in the Project, including, but not limited to, water, electric, gas, communications, sanitary sewers, sewer and storm mains, and any drainage areas and retention ponds, and perpetual non-exclusive easements to use the roadways of the Project for ingress and egress and/or any other Common Element of the Project for its intended purpose(s). Any such easement may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person, and shall be evidenced by an appropriate written instrument recorded with the Kent County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such easements and to any amendments to this Master Deed that may be required to effectuate the foregoing grants of easement. In the event Developer utilizes, taps, ties into, extends, or enlarges any utilities, located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. If the Developer does utilize, tap, tie-in, extend, or enlarge any utilities, or if any easement is granted for the use of any roadways or Common Elements as outlined above, the Developer (on behalf of itself or the beneficiary of the easement, as applicable) agrees to pay a proportionate share of the maintenance, repair and replacement of any such utilities, roadways, and/or Common Elements sharing the cost of same with the Association (or, if the Association is not paying such costs, then with the Co-owners of the Units utilizing those utility mains, roadways, and/or Common Elements), based upon ratio of their relative use of the same as determined by a professional engineer chosen by the parties (or if the parties do not appoint an engineer, by an engineer appointed by a Court of competent jurisdiction). Developer may assign its rights under this paragraph to a third party owning the lands to be benefitted by the easement(s) whether or not the Developer has any interest in such lands. Only the Developer and the assigns of the Developer who have been specifically assigned such development rights in writing shall have any right to use an easement or the right to grant a future easement provided by this Section 7.7.

7.8 Grant of Easements by Association.

- a. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered to grant such easements, licenses, dedications, rights-of-entry, and rights-of-way over, under, through and across the Common Elements for utility purposes, use and access purposes, or other lawful purposes as the Association deems necessary or appropriate including, without limitation, contracts for sharing of any installation of periodic subscriber services for telecommunications, videotext, broad band cable,

satellite dish, earth antenna and similar services; subject, however, to the consent of the Developer so long as the Development Period has not expired, which consent may be conditioned on the payment of consideration inasmuch as the roadways and utilities within the Project were initially constructed by Developer.

- b. Upon an affirmative vote of not less than fifty-one percent (51%) of all members of the Association, the Association shall be vested with the power and authority to sign one or more petitions on behalf of all Co-owners of the Project, requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan law for improvements of roads, water and/or sewer lines, drainfields, rivers, streams, and/or lakes within or adjacent to the Project, or for any other purpose for which a special assessment district may be formed. In the event that a special assessment district is established pursuant to applicable Michigan law, the collective costs assessable to the Project as a whole shall be borne by the Co-owners according to their respective Percentages of Value in the Project.

7.9 Maintenance and Repair Easements. There shall also be perpetual easements in favor of the Association (and/or the Developer during the Development Period or ten (10) years from the date this Master Deed was recorded, whichever is longer) 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.

7.10 Designation of Common Utility Carrier. The Association shall have the right to designate the utility and service carrier(s) who shall furnish gas, electric, local telephone, trash removal, cable television services, internet, and other utilities and similar services ("Utility Service") for the Project and/or to contract directly with utility and service providers on behalf of all Units of the Project. Any decision made by the Board of Directors of the Association for these purposes shall be binding on all Co-owners. All Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have appointed the Association as their attorney in fact for these purposes.

7.11 Allocation of Cost. The Board of Directors of the Association shall include any utility or service expense contracted for by the Association as a general expense of administration of the Association, unless such cost may be determined on a per Unit (or per "improved" Unit) basis at a reasonable cost and without unreasonable modification to any Units (both matters as determined by the Board of Directors), in which case it shall be treated as a special expense which shall be specially assessed against each Unit (or "improved" Unit) by the Association, based upon each Unit's relative utility or service consumption or selection of utility services. The Association may also determine a base level of service which shall be enjoyed by all Co-owners, such as for cable television and/or internet services and the Association may contract on behalf of all Units for such basic services and include the cost of such basic service as a general expense of administering the Project; any level of service beyond such basic level, such as premium cable television stations, shall be specially assessed against the affected Units who choose the additional service.

- 7.12 Power of Attorney.** The Developer or, as the case may be, the Association, is irrevocably appointed the agent and attorney in fact for each co-owner and each mortgagee of the Project in order to accomplish the purposes described in this Article VII.

ARTICLE VIII

AMENDMENT AND TERMINATION

- 8.1 Pre-Conveyance.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Master Deed (including Exhibits A and B) or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the office of the Kent County Register of Deeds.
- 8.2 Post-Conveyance.** If there is a Co-owner other than the Developer, the Master Deed may be amended for a proper purpose only as follows:
- a. **Non-Material Changes.** The amendment may be made and recorded by the Developer during the Development Period and thereafter by the Association without the consent of any Co-owner or mortgagee for any purpose which, in the opinion of a majority of the Association's Board of Directors, would benefit the Association and/or its members if the amendment does not materially alter or change the rights of any Co-owner or mortgagee. An amendment which does not materially change the rights of a Co-owner or mortgagee includes, without limitation: (i) an amendment to modify the number, types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) an amendment correcting survey or other errors in the Condominium Documents; (iii) an amendment 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, the United States Department of Veteran Affairs, and/or any other agency of the federal government or the State of Michigan; (iv) an amendment deemed by the Developer (during the Development Period) or by the Association after the Development Period to be necessary in order for the Master Deed and/or the Association to comply with applicable law; and (v) an amendment to clarify or explain the provisions of the Master Deed or any other Condominium Document. A non-material amendment may be made and recorded by the Developer without the consent of the Association, the Co-owners or the mortgagees of the Project. Any non-material amendment which may be made by the Association must be approved by a majority vote of the Board of Directors acting on behalf of the Association without need for vote by the Co-owners.

- b. Material Changes - No Consent Needed. An amendment may be made and recorded by the Developer, even if it will materially alter or change the rights of Co-owners or mortgagees, without the consent of the Co-owners or mortgagees:
- (1) To redefine Common Elements, to redefine any added, converted or contracted area, to allocate the Association's expenses among the Co-owners, to reallocate or adjust Percentages of Value in connection with any amendment made pursuant to this subsection (1), and to make any other amendment specifically described and permitted to Developer in any provision of this Master Deed;
 - (2) To modify the General Common Elements in the area of unsold Units;
 - (3) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed or to correct errors in the boundaries or locations of Units;
 - (4) To clarify or explain the provisions of the Master Deed;
 - (5) To comply with the Act or rules promulgated under the Act or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;
 - (6) To make, define or limit easements affecting the Condominium Project;
 - (7) To record a Consolidating Master Deed or an amendment with an "as built" Subdivision Plan attached and/or to re-designate any improvements shown on the Condominium Subdivision Plan as "must be built" or "need not be built," subject to any limitations or obligations imposed by the Act;
 - (8) To exercise any right which the Developer has reserved to itself in this Master Deed;
 - (9) To terminate or eliminate reference to or assign any right which the Developer has reserved to itself;
 - (10) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association or any other agency of the Federal Government or the State of Michigan;
 - (11) To comply with any requirement of any governmental or quasi-governmental entity, agency, or department, such as the Township or the health department; and

- (12) To cause any such document to comply, as determined by the Board, with any law, rule, or regulation applicable to the Project.

Some of the types of amendments described above, such as those described in subsections (3), (4), (10), (11), and (12) are presumptively non-material in nature, but even to the extent they may be deemed to be material in nature, no Co-owner or mortgagee consent is required for any amendment made by the Developer and described in this subsection b.

- c. Material Amendments – Consent Needed. Except as provided below or as provided by applicable law, amendments may be made to the Master Deed, even if they will materially alter or change the rights of Co-owners or mortgagees, but except as provided in subsection b above and Section 8.3 below, any amendment which will materially alter or change the rights of Co-owners or mortgagees can be adopted only with the consent of not less than two-thirds (2/3) of the votes of all Co-owners and mortgagees entitled to vote.
- d. Developer Consent – Necessary. During the Development Period, no amendment may be made to the Master Deed or to any other Condominium Document without the written consent of the Developer. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the written consent of the Developer so long as those easement interests or reserved rights are in existence.

8.3 Mortgagee Consent.

- a. Procedure. To the extent the Condominium Act or the Condominium Documents require a vote of mortgagees of Units in order to amend the Condominium Documents, the procedure described in this section applies, unless the Condominium Act is amended to provide different provisions pertaining to mortgagees and Master Deed amendments, in which case those different provisions shall control in the event of a conflict with the provisions contained in this section.
- b. Control Date. The date on which the proposed amendment is approved by the requisite majority of Co-owners is considered the “control date.”
- c. Mortgagees Entitled to Vote. Only those mortgagees who hold a recorded first mortgage or a recorded assignment of a first mortgage against one or more Units in the Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one vote for each Unit in the Project that is subject to its recorded first mortgage, without regard to how many mortgages the mortgagee may hold on a particular Unit.
- d. Notice. Except as may be specifically provided to the contrary in the Master Deed or the Act, mortgagees are not required to be given notice of, or appear at, any meeting

of Co-owners except that mortgagees' approval of proposed amendments to the Master Deed shall be solicited through written ballots. Any ballot not returned within ninety (90) days of mailing shall be counted as approval for the proposed amendment. The Association shall give to each mortgagee entitled to vote a notice containing all of the following:

- (1) A copy of the amendment or amendments as passed by the Co-owners;
 - (2) A statement of the date that the amendment was approved by the requisite majority of Co-owners;
 - (3) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes;
 - (4) A statement containing language in substantially the form described in subsection (e) below;
 - (5) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee;
 - (6) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee;
 - (7) The date by which the mortgagee must return its ballot.
- (e) Special Statement. The notice required by subsection (d) above shall contain a statement in substantially the following form:

“A review of the Association records reveals that you are the holder of one or more mortgages recorded against title to one or more Units in River Pines, a Condominium Project. The Co-owners of the Project adopted the attached amendment to the Condominium Documents on _____, the control date. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have one vote for each Unit that is subject to your mortgage or mortgages.

“The amendment will be considered approved by mortgagees if it is approved by 66 2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this Notice, which date coincides with the date of mailing. Failure to timely return a ballot will constitute a vote for

approval. If you oppose the amendment, you must vote against it.”

- (f) Mailing of Notice. The Association shall mail the notice required by subsection (d) to each first mortgagee at the address provided for notices in the mortgage or assignment.
- (g) Approval. The amendment is considered to be approved by the mortgagees if it is approved by sixty-six and two-thirds percent (66 2/3%) of the mortgagees whose ballots are received, or are considered to be received (because they were not returned by the deadline set forth below), by the entity authorized by the Board of Directors to tabulate mortgagee votes.
- (h) Deadline for Return of First Mortgagee Votes. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.
- (i) Document Retention. The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by first mortgagees for a period of two (2) years after the control date.
- (j) Limitation on Mortgagees’ Votes. Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:
 - (1) Termination of the Project;
 - (2) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee’s mortgage;
 - (3) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee’s mortgage;
 - (4) Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee’s mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee’s mortgage;
 - (5) The modification or elimination of an easement benefitting the Unit subject to the mortgagee’s mortgage;

- (6) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project;
- (7) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

8.4 Restrictions on Amendment. Notwithstanding any other provision of this Article (but subject to the Act), the method or formula used to determine the Percentages of Value of Units in the Project, as described in Article V of this Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

8.5 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with written consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, as follows:

- a. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.
- b. Upon recordation of an instrument terminating the Project, the property constituting the Common Elements of the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns of the Co-owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his or her Unit.
- c. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.
- d. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor.

8.6 Costs of Amendments. The costs of preparing and recording each proposed amendment shall be presumed to be an expense of administration of the Association. Notwithstanding the foregoing, the costs of any amendment of the Master Deed which is made by the Developer for the benefit of the Developer shall be paid by the Developer and the costs of any amendment passed to benefit fewer than all of the Co-owners shall be paid by the benefitted Co-owners.

Each proposed amendment shall be accompanied by a separate statement, which shall not be a part of the recordable amendment, designating who will be responsible for paying the costs of the amendment, but the failure to include any such statement shall not invalidate any duly adopted amendment. Co-owners of record shall be notified of each proposed amendment of the Master Deed not later than ten (10) days before the amendment is recorded.

ARTICLE IX

ASSIGNMENT OF DEVELOPER RIGHTS

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

ARTICLE X

LIMITATION OF LIABILITY

- 10.1 Limitation.** The enforcement of any rights or obligations contained in the Condominium Documents against the Developer shall be limited to the interest of the Developer in the Project. No judgment against the Developer shall be subject to execution on, or be a lien on any assets of, the Developer other than the Developer's interest in the Project.

The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

~ Signature to follow on next page ~

River Pines LLC,
a Michigan limited liability company

By: _____
Margie Steiner
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2019,
by Margie Steiner, a member of River Pines LLC, a Michigan limited liability company, for the
limited liability company.

*

Notary Public, State of Michigan, County of _____
Acting in the County of _____
My Commission Expires: _____

* Please print or type name beneath signature line