



**MASTER DEED
HAWTHORNE CONDOMINIUMS II BY HATHAWAY**

(Act 59, Public Acts of 1978)
as amended

THIS MASTER DEED is made and executed on this 9th day of January, 2008, by Hathaway Properties, L.L.C., a Michigan limited liability company, of 2876 - 28th Street, S.W., Grandville, Michigan 49418 (the "Developer").

RECITALS

A. Developer is engaged in the development of a residential condominium project to be known as Hawthorne Condominiums II by Hathaway (the "Project"), pursuant to development plans approved by the City of Greenville, Montcalm 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 (and all appurtenances) located and to be located on such property, as a residential condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act");

C. Upon the recording of this Master Deed, Hawthorne Condominiums II by Hathaway 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 covenants, conditions, restrictions, uses, limitations, and affirmative obligations 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 acquiring or owning an interest in the real property, their grantees, successors, heirs, executors, administrators and assigns.



PROVISIONS

In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential condominium to consist of forty-three (43) residential site units. The numbers, boundaries, dimensions and areas of the Units, are set forth completely in the Condominium Subdivision Plan.

1.2 Exclusive Right. Each Co-owner in the Project shall have a particular and exclusive property right to his or her Unit and to the Limited Common Elements appurtenant to that Unit, and shall have an undivided interest in, and an inseparable right to share with other Co-owners, the General Common Elements of the Project as designated by this Master Deed.

1.3 Other Interests. The use of the property of the Project is also subject to applicable local zoning and building and use ordinances.

ARTICLE II

LEGAL DESCRIPTION

2.1 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 City of Greenville, Montcalm County, Michigan, and legally described as follows:

See attached legal description

2.2 Easements and Restrictions. The property submitted to condominium ownership by this Master Deed shall be subject to easements and restrictions of record, and to 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.



ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of the Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hawthorne Condominiums II by Hathaway as a Condominium. As used in such documents, unless the context otherwise requires:

- a. "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- b. "Arbitration Association" means the American Arbitration Association or its successor.
- 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 Hawthorne Condominiums II by Hathaway 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.
- 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 described in Article IV of this Master Deed.
- f. "Condominium Bylaws" means Exhibit A to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners with respect to the Project.
- g. "Condominium Documents" means and includes 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 Condominium.



- h. "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures on or belonging to such property.
- i. "Condominium Subdivision Plan," "Subdivision Plan" or "Plan" means Exhibit B to this Master Deed, which is the set of the site, survey, floor and other drawings depicting the real property and improvements to be included in the Project.
- j. "Condominium Unit" or "Unit" means that portion of the project that is assigned and intended for separate ownership and use, as described in the Master Deed.
- k. "Co-owner" means the person, firm, corporation, partnership, 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 vendee of any executory land contract of purchase if the land contract does not expressly designate otherwise. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- l. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe Hawthorne Condominiums II by Hathaway as a completed Project and shall reflect all Units added to the Project from time to time or taken from the Project, all Common Elements, and shall express a percentage of value pertinent to each Unit as finally readjusted. When recorded in the office of the Register of Deeds, the Consolidating Master Deed shall supersede the previously recorded Master Deed and all amendments to the Master Deed.
- m. "Developer" means Hathaway Properties, L.L.C., 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.
- n. "Development Period," for purposes of the Condominium Documents and the rights reserved by the Developer, means the period commencing with the recording of the Master Deed and shall be deemed to continue for as long as the Developer continues to own or offer for sale any Unit in the Project.



- o. "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.
- p. "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.
- q. "Master Deed" means this document, together with the exhibits attached and all amendments to this document which may be adopted in the future, by which the Project is submitted to condominium ownership.
- r. "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.
- s. "Project" or "Condominium" means Hawthorne Condominiums II by Hathaway, 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 thereon, and all easements, appurtenances and other rights belonging to Hathaway Properties, L.L.C..
- t. "City" or "Greenville City" means the City of Greenville, Montcalm County, Michigan, or its successor.
- u. "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 Gender and Number. 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.



ARTICLE IV

COMMON ELEMENTS

- 4.1 General Common Elements. The general common elements are:
- a. Real Estate. The property described in section 2 of this Master Deed, including easement interests benefitting the condominium including, but not limited to, interests for ingress, egress, and utility installation and other purposes, over, across, and through noncondominium properties but excluding individual units in the project and the real estate designated as limited common elements;
 - b. Exterior improvements. The private roadway(s), parking spaces, and the common walkways, lawns, yards, trees, shrubs, and other improvements;
 - c. Electrical. The street lighting system and the electrical transmission system throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;
 - d. Gas. The natural gas line network and distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
 - e. Heating and air-conditioning. The heating and/or air-conditioning conduits and ducts throughout the common areas of the project, including those conduits and ducts contained within the walls, floors, and ceilings;
 - f. Water. The underground sprinkling system (if any) for the common elements, and the water distribution system throughout the common areas of the project, including those distribution lines contained within common walls, floors, and ceilings;
 - g. Sanitary sewer. The sanitary sewer system throughout the common areas of the project, including those service lines contained within common walls, floors, and ceilings;
 - h. Storm drainage. The storm drainage and/or water retention system throughout the common areas of the project;
 - i. Telephone. The telephone wiring system throughout the common areas



of the project, including those transmission lines contained within the common walls, floors, and ceilings;

j. Telecommunications. The cable television and/or other telecommunications systems installed throughout the common areas of the project, including those transmission lines contained within common walls, floors, and ceilings;

k. Building elements. The foundations, roofs, perimeter walls, and interior walls as shown on Exhibit B (including chimneys), ceilings and floors, and entrances and exits of the project;

l. Attic spaces. The attic spaces and any other building areas not otherwise designated as a limited common element on Exhibit B;

m. Project entrance improvement. Any entry signage and other improvements located at or near the entrance to the project;

n. Miscellaneous common elements. All other common elements of the project not designated as limited common elements and not enclosed within the boundaries of a condominium unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the project; and

o. Ownership of utility and telecommunications systems. Some or all of the utility lines, equipment, and systems (including mains and service leads), and the telecommunicationssystems 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 for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a condominium unit and supplying service to that unit alone;

b. Balconies and porches. The balcony and/or porch attached to each unit in the project and the exterior hardware of each unit;



- c. Delivery boxes. The mail and/or newspaper box located on a unit or permitted by the association on the general common elements to serve the unit;
- d. Heating and cooling appliances. The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a unit and serving that unit exclusively;
- e. Windows, sliders, doors, and screens. The automatic garage door opening mechanism and the windows, sliders, doors, and/or screens located within or adjacent to any unit perimeter wall;
- f. Garage interiors. Garage interior spaces, and the interior surfaces of garage walls, ceiling, and floors;
- g. Interior unit surfaces. The interior surfaces of perimeter walls, doors, ceilings, and floors located within a condominium unit;
- h. Driveways and walkways. The portion of any driveway and walkway exclusively serving the residence, constructed within a unit, located between the unit and the paved roadway;
- i. Miscellaneous. Any other improvement designated as a limited common element appurtenant to a particular unit or units in the subdivision plan or in any future amendment to the master deed made by the developer or the association; and
- j. Subsequent assignment. In the event that no specific assignment of one or more of the limited common elements described in this section 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 unit by subsequent amendment or amendments to this master deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

- a. Limited common elements. Each co-owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all limited common elements appurtenant to the co-owner's unit;



b. Unit improvements and other co-owner responsibilities. Unit co-owners shall also be responsible for snow removal of that portion of the common sidewalk (if any) adjacent to the unit. If any unit owner shall elect to construct or install any improvements to the interior of a unit or, with the prior written consent of the association, to the unit exterior or the common elements appurtenant to the unit that increase the costs of maintenance, repair, or replacement for which the association is responsible, such increased costs or expenses may, at the option of the association, be specially assessed against that unit or units;

c. Association oversight. The appearance of the balconies, porches, driveways, and unit walkways shall at all times be subject to the approval of the association. In the event that the cleaning or decoration of such common elements by the responsible co-owner does not conform to reasonable aesthetic and maintenance standards established by the association, the association will have the right to take such action as may be necessary to bring such common elements up to required standards and to charge all costs incurred to the owner responsible for cleaning, repair, and maintenance; and

d. Other common elements. The cost of cleaning, decoration, maintenance, repair, and replacement of all common elements other than as described above (including the mowing of all lawn areas accessible to large mowing equipment and the snow plowing of all drives and driveways accessible to track-mounted equipment) shall be the responsibility of the association, except to the extent of repair or replacement due to the act or neglect of a co-owner or the co-owner's agent, invitee, family member, or pet.

4.4 Assignment of Limited Common Elements. A limited common element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the board of directors of the association by all co-owners whose interest will be affected by the assignment. Upon receipt of such an application, the board shall promptly prepare and execute an amendment to this master deed assigning or reassigning all rights and obligations with respect to the limited common elements involved, and shall deliver the amendment to the co-owners of the units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

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 Separability. Except as provided in this master deed, condominium units shall not be separable from their appurtenant common elements, and neither shall be used in any manner inconsistent with the purposes of the project, or in any other way that might interfere with or impair the rights of other co-owners in the use and enjoyment of their units or their appurtenant common elements.

ARTICLE IV

DESCRIPTION VALUE, AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each condominium unit in the project, with elevations referenced to an official benchmark of the United States geological Survey 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 Progressive AE. Each such unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings as depicted in the subdivision plan and as delineated by detailed dimensional descriptions contained by the outline, less any common elements located within the description. In determining dimensions, each condominium unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 Percentage of Value. The total value of the Project is 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 such 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, such 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 view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the 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

EASEMENTS

6.1 Maintenance of Encroachments. If any portion of a Unit or Common Element encroaches upon another unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance and restoration of the encroachment after rebuilding in the event of 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 Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility.



6.2 Utility Easements. Developer grants and reserves, for public utility purposes, perpetual easements over, under and across those portions of the land (including the Units) designated on the Condominium Subdivision Plan as private roadways 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 utility 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 utilities shall have access to the adjacent Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred by the Association in opening and repairing any Common Element of the Project to install, repair or maintain such services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

6.3 Developer Easements. Developer reserves, for the benefit of any land Developer may now or hereafter own in the City of Greenville, a perpetual appurtenant easement for public and private utility purposes over, under and across those portions of the land (including Units) designated on the Condominium Subdivision Plan as private roadways or utility easements. This easement shall include, without limitation, the right to install, lay, erect, construct, renew, operate, repair, replace, maintain, enlarge, hook up, tap into, relocate, enlarge and remove all and every type of electric, gas, telephone, cable, water, and sewer (sanitary and/or storm), irrigation or other utility main, lateral, pipes or lines, with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction, for the purpose of developing any or all portions of such land. Until such time, if any, as such land is added to the Project, Developer shall be responsible for the cost of maintenance, repair and replacement of any main, lateral, pipe or line which exclusively services such land, and Developer shall pay a pro rata share of the cost of maintaining, repairing and replacing any main, lateral, pipe or line whose use it shares with the Co-owners of the Project, based upon the parties' relative use of the same. Such share of expenses shall be determined by a professional engineer chosen by the Developer and Association (or if the parties don't appoint an engineer, by an engineer appointed by a Court of competent jurisdiction at the request of one or more parties). This easement, if not sooner exercised by Developer, shall expire six (6) years from the date of recording this Master Deed.

6.4 Storm Water Management. Developer grants and reserves for the benefit of itself, the Association, and the Co-owners of the Project, and their successors and assigns, a perpetual easement appurtenant to the lands comprising the Project, as described in Section 2.1 of this Master Deed, for storm water drainage purposes and water detention or



ponding purposes over, under and across those areas of the Project, if any, which are designated for such purposes on the Subdivision Plan. Surface drainage easements and Common Element areas used for drainage 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 by the Association 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 shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws. Care shall be also taken when final yard grading and landscaping are performed by a Co-owner to ensure that no major plantings, earth moving, fences, or shrubs are installed which will jeopardize the effectiveness of the drainage course or storm sewer system.

6.5 Emergency Access. There shall exist for the benefit of the City or any emergency service agency, an easement over all roads in the Project and other areas, if any, designated on the Subdivision Plan for emergency access for use by the City and/or emergency service vehicles. This easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

6.6 Ingress and Egress. Developer reserves a perpetual easement appurtenant for pedestrian and vehicular ingress and egress purposes over and across the over, under and across those portions of the land (including Units) designated on the Condominium Subdivision Plan as private roadways or utility easements, for the benefit of any land in Greenville City which Developer may now own or hereafter acquire. This easement may be used by Developer and its successors and assigns, and by the guests and invitees of Developer who acquire or use any land to be benefitted by the easement reserved in this section. If the easement is not sooner exercised by the Developer, it shall expire six (6) years from the date of recording this Master Deed.

6.7 Dedication of Roadways and Conveyance of Utilities. The Developer reserves the right and power to convey and dedicate any private roadways, and sidewalks (if any) in the Project to the public for all public road and sidewalk purposes. All costs involved in any such dedication shall be borne by the Co-owners of the Project and not by



the City. 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 to governmental agencies or utility companies. Private rights of the Developer, Co-owners, mortgagees and Association in any road right-of-way or utility, 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 Montcalm 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 foregoing.

6.8 Right to Grant Future Easements. Developer reserves the right, for a period of twenty five (25) 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, 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 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. 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 Montcalm 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 as 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 as outlined above, the Developer agrees to pay a proportionate share of the maintenance, repair and replacement of any such utilities, sharing the cost of same with the Co-owners of any other Units utilizing those utility mains, based upon ratio of their relative use of the same as determined by a professional engineer chosen by the Developer and Association (or if the parties don't 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 6.8.

6.9 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, 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. Except as may be provided to the contrary in this Master Deed, no easement created under the Condominium Documents may be modified, nor may any of the obligations with respect to the easement be varied, without the consent of each person directly benefitted by the easement.

c. 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. 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.

6.10 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 VI.



ARTICLE VII

CONVERSION AND CONTRACTION OF PROJECT

7.1 Contraction. The Developer specifically reserves the right to elect, on or before the expiration of six (6) years after the initial recording of this Master Deed, to contract the Project by withdrawal of all or any portion of the lands described in Article II by an amendment or series of amendments to the Master Deed, each withdrawing land from the Project as then constituted, without the consent of any Co-owner, mortgagee or other person, provided that no Unit which has been sold by the Developer or which is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser and mortgagee of such 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 the number of remaining Units in the Project, based upon the method of original determination of Percentages of Value for the Project. Other than as set forth in this Master Deed, no restriction or limitation on such election exists as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the number of remaining Units in the Project shall not be reduced to less than six (6) nor the lands constituting the Project to less than that reasonably necessary to accommodate the buildings which exist or are constructed within the Project, with reasonable access and utility service for such buildings.

7.2 Addition After Contraction. Developer reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording of this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

7.3 Conversion. Developer reserves the right, on behalf of itself, and the Association after the Development Period, to convert any General Common Element into a Limited Common Element which is appurtenant to one or more Units for the purposes of facilitating the installation, replacement, operation and maintenance of a water well, septic tank and/or drainfield, or a private drive access to a roadway of the Project, or to facilitate the construction of an auxiliary building or swimming pool. All exercises of the conversion rights described in this Section shall be reflected by appropriate amendment(s) to the Master Deed. In connection with the exercise of such reserved rights, the Developer or the Association, as the case may be, shall have the right, with the consent of



the affected Co-owner(s), to relocate the boundaries of a Unit and to convert any Unit or Limited Common Element area into a General Common Element.

7.4 Consent. 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 unanimately consented to any amendment or amendments necessary to effectuate the contraction, addition and/or conversion described in this Article and, subject to the limitations set forth in this Article, to the proportionate reallocation of percentages of value of remaining Units which Developer may determine to be necessary in conjunction with the exercise of such rights. All such interested persons irrevocably appoint Developer 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 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 Montcalm County Register of Deeds.

8.2 Post-Conveyance. If there is a Co-owner other than the Developer, the amendment may be made for a proper purpose only as follows:

a. The amendment may be made and recorded by the Developer or the Association without the consent of Co-owners or mortgagees 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, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. Any non-material amendment made by the Association must be approved by a majority vote of the Co-owners eligible to vote on the amendment; provided however, that the Board of Directors of the Association shall have the power, acting on behalf of the Association and without need for vote by the Co-owners, to reassign Limited Common Elements under Article IV, to grant easements for the certain permitted purposes under Article VI, and after the Development Period, to



exercise its reserved powers to relocate boundaries and to convert certain areas of the Project under Article VII.

b. 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, and without the consent of the Co-owners of mortgagees:

- (1) To redefine Common Elements, to redefine any 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 amendments 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 improvements;
- (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 requirements 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 and/or to designate any improvements shown on the Condominium Subdivision Plan as "must 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.

c. Amendments may be made by the Developer or by the Association, even if the amendment will materially alter or change the rights of Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees. A mortgagee shall have one vote for each mortgage held.

d. During the Development Period, no amendment may be made to the Master Deed or to the other Condominium Documents without the written consent of the Developer.

e. No amendment may be made to alter or eliminate any easement interests of the Developer or reserved rights of the Developer without the consent of the Developer.

8.3 Restrictions on Amendment. Notwithstanding any other provisions of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium Project, as described in Article V of this Master Deed, and any provisions in the Condominium Bylaws relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

8.4 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 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 Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or 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 the Condominium 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 administrator.

ARTICLE IX

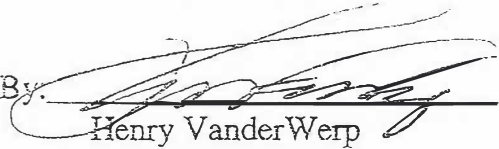
ASSIGNMENT OF DEVELOPER RIGHTS

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 Montcalm County Register of Deeds.



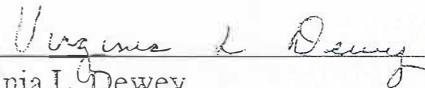
The Developer has duly executed this Master Deed on the day and year which appear in the opening paragraph of this Master Deed.

Hathaway Properties, L.L.C.
a Michigan limited liability company,

By: 
Henry VanderWerp
Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 9th day of January, 2006, before me, a notary public in and for said County, personally appeared Henry VanderWerp a Member of Hathaway Properties, L.L.C., a Michigan limited liability company, to me known to be the same person described in and who executed this instrument and acknowledged that he executed it as his free act and deed on behalf of the company.


Virginia L. Dewey
Notary Public, State of MI County of Kent
My Commission Expires: 12/12/2011
Acting in the County of Kent

Prepared by/After recording return to:
Timothy R. Newhouse
2465 Byron Station, Suite A
Byron Center, MI 49315

EXHIBIT A

CONDOMINIUM BYLAWS
OF HAWTHORNE CONDOMINIUMS BY HATHAWAY

ARTICLE I

CONDOMINIUM PROJECT

1.01. Organization. Hawthorne Condominiums by Hathaway, a residential condominium project located in the City of Greenville, Montcalm County, Michigan (the "Project") is being developed in a single phase so as to comprise a maximum of forty-three (43) 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 (the "Association") under the laws of the State of Michigan. The entity initially created for this purpose is Hawthorne Condominiums by Hathaway Association.

1.02. Compliance. All present and future Co-owners, mortgagees, lessees and other persons who may use the facilities of the Project in any manner shall be subject to and comply with the provisions of the Michigan Condominium Act, Act No. 379, P.A. 2001, as amended (the "Act"), the Master Deed, the Articles of Incorporation of the Association, the Association Bylaws, and the other Condominium Documents, as they may be amended from time-to-time, which pertain to the use and operation of the Condominium Project. The Association shall keep current copies of these documents available for inspection at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. The acceptance of a deed, land contract or conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these instruments and an agreement to comply with such provisions. The use of the property within the Project is also subject to all local zoning and building and use ordinances. It is the obligation of each Co-owner and other person using any part of this Project to determine what local zoning and building and use ordinances, if any, affect the Project. Each Co-owner shall be responsible to the Association and the other Co-owners for the conduct of his or her family members, guests, pets and invitees.

ARTICLE II

MEMBERSHIP AND VOTING

2.01. Membership. Each Co-owner of a Unit in the Project, present and future, shall be a member of the Association during the period of the Co-owner's ownership of a Unit and no other person or entity shall be entitled to membership. Neither Association membership, nor the share of a member in the Association's funds and assets, shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium Unit and any attempted assignment, pledge or transfer in violation of this provision shall be void. No Co-owner may resign or be expelled from membership in the Association as long as he or she continues to be a Co-owner.

2.02. Voting Rights. Except as limited in the Master Deed and in these Condominium Bylaws, voting on Association matters shall be as follows:

a. Weight of Vote. The Co-owner(s) owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the percentage assigned to the Unit as set forth in the Master Deed, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be in both value and in number. No cumulation of votes shall be permitted.

b. Directors. Directors of the Association shall be elected by a plurality of the votes cast at an election by members entitled to vote.

c. Other Action. When an action, other than the election of Directors, is to be taken by vote of the members, it shall be authorized by a majority of the votes cast by members entitled to vote, unless a greater plurality is required by the Condominium Documents or the Act.

d. Majority. A "majority vote" means a vote by more than fifty percent (50%) of the Association members present in person or proxy at a duly convened meeting at which a quorum is present.

2.03. Members Entitled to Vote.

a. Eligibility. No Co-owner, other than the Developer, shall be entitled to vote on any action of the Association until he or she has presented to the Board of Directors written evidence of ownership of a Condominium Unit in the Project or such other evidence that satisfies the Board that the person is Co-owner. Such written evidence of ownership shall be specified by the Board of Directors and

provided to the Association on or before the record date for the action which is the subject of the vote or by such other deadline as the Board may establish. No Co-Owner is eligible to vote at any meeting of members if payment of any assessment on his or her Unit is delinquent by more than sixty (60) days, as of the record date for the action to be voted upon.

b. Developer. As a member of the Association, the Developer shall be entitled to vote on Association matters only those Units for which it holds title and is paying assessments levied by the Association. Nothing contained in this Section shall be construed to prevent the Developer from designating persons to fill vacancies on the First Board of Directors pursuant to Section 4.03 of these Bylaws.

c. Record Date. For purposes of determining the members entitled to vote at a meeting of members or any adjournment of such a meeting or entitled to express consent or dissent from a written proposal without a meeting, and for the purpose of establishing the validity of any other action, the Board of Directors of the Association may fix, in advance, a record date for the determination of members. If a record date is not fixed, then the record date for determination of members entitled to notice of or to vote at a meeting of members shall be 2:00 o'clock p.m. on the day next preceding the day on which notice is given, or, if no notice is given, then the day next preceding the day on which the meeting is held.

2.04. Certificate. The Co-owner entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Co-owners of the Unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of every person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner of the Unit or Units. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit(s) concerned.

2.05. Proxies. Votes of members may be cast in person or by proxy. Proxies may be made by any Co-owner entitled to vote. Proxies shall be valid only for the particular meeting of the Association designated and any adjournment of the meeting, and must be filed with the Association before the appointed time of the meeting or such other deadline as may be established in writing by the Board.



ARTICLE III
MEETING AND QUORUM

3.01. Annual Meeting. An annual meeting of members for the election of directors and for such other business as may come before the meeting shall be held as set forth in the Association Bylaws; provided however, that no annual meeting shall be held until Co-owners other than the Developer have acquired the right to elect one or more members to the Board of Directors, as more fully specified in Section 4.03b of these Bylaws.

3.02. Special Meetings. During the Development Period, the Developer may call special meetings of members at any time for informational purposes or other appropriate purposes. The Association Bylaws may also specify times when special meetings of members may be called.

3.03. Advisory Committee. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, three (3) persons shall be selected by the Developer from among the Co-owners other than the Developer to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Board of Directors and non-developer Co-owners and to aid in the ultimate transition of control of the Association. The members of the Advisory Committee shall serve for one (1) year, or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such reasonable times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.04. Notice. At least ten (10) days prior to the date of a meeting of members, written notice of the time, place and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 20 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to the other Condominium Documents. The notice provisions of this Section 3.04 shall not apply if the Association employs a written consent resolution to effect the action and Michigan law authorizes the use of such consent resolution.

3.05. Quorum of Members. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners entitled to vote shall constitute a quorum of members for any meeting of members.



ARTICLE IV
ADMINISTRATION

4.01. Board of Directors. The business, property, and affairs of the Association shall be managed and administered by a Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. All directors shall serve without compensation. The number of directors shall be set forth in the Association Bylaws.

4.02. Nomination of Directors. Persons qualified to be directors may be nominated for election: (1) by the Board of Directors; or (2) by a nominating petition, signed by Co-owners representing at least two (2) Units, and either signed by the nominee or accompanied by a document signed by the nominee indicating his or her willingness to serve as a director, and submitted to the Board of Directors at least 20 days before the meeting at which the election is to be held; or (3) by nomination made from the floor at the meeting at which the election is held if the nominee is either present at the meeting and consents to the nomination or has indicated a willingness to serve as set forth in writing delivered to the meeting. This Section 4.02 does not apply to persons appointed to the Board by the Developer.

4.03. Term. The term of office for all directors, except directors of the first Board of Directors, shall be two years, or until their successors are elected and qualified.

a. First Board of Directors. The terms of office for the directors of the first Board of Directors designated by the Developer, including any successor directors designated by the Developer (collectively, the "First Board") shall expire on the date the Development Period ends, unless terminated earlier by operation of subsection b below. At any election of directors by non-developer Co-owners required by subsection b below, the Developer shall designate the directorship term of the First Board which has expired so that a directorship may be filled in accordance with Section 52 of the Act, as amended.

b. Election of Non-Developer Co-owners.

(1) The term of office of one of the directors of the First Board of Directors, as selected by the Developer, shall expire 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units which may be created. Co-owners other than the Developer shall elect an individual to fill this position prior to its vacancy.



(2) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, non-developer Co-owners shall elect all Directors on the Board, except that the Developer will have the right to designate at least one Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

(3) Regardless of the percentage of Units which have been conveyed, if less than 75% of the Units that may be created have not been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, Co-owners other than the Developer shall have the right to elect a number of directors of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of directors of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights of Co-owners other than the Developer otherwise established above in subsections (1) and (2). Application of this subsection does not require a change in the size of the Board of Directors.

(4) If the calculation of the percentage of directors of the Board of Directors that the non-developer Co-owners have the right to elect under subsections b(1) and b(2) above, or if the product of the number of directors of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection b(3) results in a right of non-developer Co-owners to elect a fractional number of directors of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of directors of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer will have the right to designate the remaining directors of the Board of Directors. Notwithstanding the foregoing, application of this subsection (4) will not eliminate the right of the Developer to designate one (1) director to the Board as provided in subsection b(2).

c. **Removal of Directors.** Except for the First Board of Directors, or any successor director designated by the Developer, a director or the entire Board may be removed with or without cause by a majority vote of the members entitled to vote. The Developer shall have the exclusive right to remove and replace any and all of the First Board of Directors or any director designated by the Developer, at any time or from time to time, and in its sole discretion.

d. Vacancies During Initial Development Period. As long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created, whichever is longer, the Developer shall have the exclusive right to designate persons to serve as directors for the remaining unexpired term of any vacant directorship; provided however, that only non-developer Co-owners shall have the right to fill any vacancy occurring in a directorship which was previously filled by an election of Co-owners other than the Developer.

e. Vacancies After Development Period. Vacancies in the Board of Directors which occur after the Developer no longer owns and offers for sale at least 10% of the Units in the Project or which occur after 10% of the Units that may be created are no longer unsold, whichever is longer and which vacancies are caused by any reason other than the removal of a director by a vote of the members of the Association, will be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person elected by vote of the directors shall serve as a director until a successor is elected and qualified at the next annual meeting of the Association. Vacancies caused by the removal of a director by a vote of the members of the Association shall only be filled by a vote of the members.

f. Actions of First Board. All actions of the First Board shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association, 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.

4.04. Powers and Duties. The Board shall have all powers and duties necessary for the management and administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or specifically required by the Condominium Documents to be exclusively done and exercised by the Co-owners. In addition to the foregoing general duties and powers and those which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the following specific powers and duties:

- a. Care, upkeep and maintenance of the Common Elements, including the trimming, cutting down, planting, and/or cultivation of trees and other plantings;
- b. Development of an annual budget, and the determination, assessment and collection of amounts required for the operation and other affairs of the Condominium property;



- c. Contract for and employ persons to assist in the management, maintenance, administration and security of the Condominium Project.
- d. Subject to Section 7.06 of these Bylaws, adoption and amendment of rules and regulations covering the details of the use of Condominium Project;
- e. Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Condominium, and designating signatories required for such purposes;
- f. Obtaining insurance for Condominium Property, the Association, and/or the Board, the premiums of which shall be an expense of administration;
- g. Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Association on behalf of the Co-owners;
- h. Making repairs, additions and improvements to, or alterations of, the Condominium Project, and repairs to and restoration of the Condominium Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- i. Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association;
- j. Establishing such committees as it deems necessary, convenient or desirable, and appointing persons to the committees for the purpose of implementing the management and administration of the Condominium and delegating to such committees any function or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;
- k. Exercising such further duties as may be imposed by resolution of the members of the Association or which may be set forth in the Condominium Documents;
- l. Granting concessions, easements or licenses for the use of the General Common Elements of the Condominium Project on behalf of the Co-owners and in furtherance of any of the purposes of the Association, including easements



to utilize, tap, tie into and enlarge and maintain all utility mains or laterals located in the Common Element areas of the Condominium for water, gas, storm or sanitary sewer purposes, whether or not the same are dedicated; and

m. Dedicating all or any portion of the General Common Elements to or for the use of the public, including all roadways and utilities serving the Condominium.

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

4.06. Maintenance and Repair.

a. Unit. All maintenance of and repair to a unit (other than maintenance and repair of general common elements located within a unit) and to a limited common element that is the responsibility of the co-owner of a unit as set forth in the master deed, shall be made by the co-owner of the unit. Any co-owner who desire to make structural modifications to a unit or limited common element must first obtain the written consent of the association and shall be responsible for all damages to the common elements resulting from such repairs.

b. Common elements. All maintenance of, repair to, and replacement for the general common elements, whether located inside or outside the 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, in which case the expense shall be charged to the co-owner individually.

c. Other Limited Common Elements. Except as may be otherwise specifically provided in the Condominium Documents, all maintenance of and repair to the Limited Common Elements which are appurtenant to more than one Condominium Unit shall be made by the Association and specially assessed to all of the



co-owners of Units to which the Limited Common Elements are appurtenant, unless necessitated by the negligence, misuse or neglect of a co-owner, in which case such expense may be specially assessed by the Association against such co-owner after notice and hearing thereon.

d. Right of Access. The Association or its agent shall have access to each 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 that are the responsibility of the association located within or accessible only from a unit. The association or its agents shall also have access to each unit at all times without notice for making emergency repairs necessary to prevent damage to other units and/or to the common elements.

4.07. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repair and replacement of the Common Elements, as required by Section 105 of the Act, as amended. Such fund shall be established in the minimum amount set forth in this Section 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.

4.08. Construction Liens. A construction lien arising as a result of work performed upon a Condominium Unit or appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer at the time of recording the statement of account and lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.09. Managing Agent. The Board may employ for the Association 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 listed in Section 4.04. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed. A service contract or management contract entered into between the Association and the Developer or affiliates of the Developer shall be voidable by the Board of Directors on the Transitional Control



Date or within ninety (90) days after that date, and on thirty (30) days notice at any time thereafter for cause.

4.10. 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 and directors of the Association not inconsistent with these Condominium Bylaws. Officers may be compensated, but only upon a majority vote of the Co-owners present in person or by proxy at a meeting of members.

4.11. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of their 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 V

ASSESSMENTS

5.01. Determination of Regular Assessments. The Board of Directors shall, from time to time, and at least annually, adopt a budget for the Association which shall include the estimated funds required to defray common expenses of the Condominium for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and the Board shall allocate and assess such common charges against all Co-owners according to their respective common interests ("Regular Assessments").

5.02. Increase of Regular Assessment During Fiscal Year. Absent Co-owner approval as provided in these Condominium Bylaws, Regular Assessments shall only be increased during a given fiscal year of the Association in accordance with the following:

- a. If the Board shall find the annual budget as originally adopted is insufficient to pay the costs of operation and maintenance of the Common Elements; or
- b. To provide for the replacement of existing Common Elements; or



- c. To provide for the purchase of additions to the Common Elements in an amount not exceeding \$1,000 per improvement or \$75 per Unit annually, whichever is less; or
- d. In the event of emergency or unforeseen development.

Any increase in Regular Assessments for a given fiscal year other than or in addition to the foregoing shall require approval by a vote of 60% or more of the Co-owners.

5.03. Administrative Expenses. The common expenses of the Condominium shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium Project under the powers and duties delegated to it under the Condominium Documents and applicable law, and may include, without limitation, amounts to be set aside for working capital of the Association, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expenses for any prior year. 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, shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration shall be receipts of administration. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and all personal property taxes on such property shall be treated as expenses of administration.

5.04. Levy of Assessments.

- a. All Regular Assessments shall be apportioned among and paid by the Co-owners based upon their respective Percentages of Value. As determined by the Board of Directors, Regular Assessments shall be payable in monthly, quarterly, semi-annual or annual instalments, in advance, commencing with acceptance of a conveyance to a Unit, or with the acquisition of title to a Unit by any other means.
- b. The Board shall advise each Co-owner in writing of the amount payable by the Co-owner and shall furnish to all Co-owners copies of each budget upon which such common charges are based. Failure to deliver a copy of the budget to each member shall not affect any member's liability for any existing or future assessment.
- c. The Board of Directors, including the First Board, may relieve any Co-owner who has not constructed a residence within his or her Unit from pay-



ment, for a limited period of time, of all or some portion of his or her respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owner commences utilizing the Common Elements on a regular basis. Notwithstanding the foregoing, the Board of Directors is not obligated to reduce or abate the assessment of any Co-owner who has not constructed a residence within his or her Unit.

5.05. Determination of Special Assessments. All special assessments levied against a Unit or Units shall be determined by the Board of Directors, after notice to the affected Co-owner(s) on such proposed special assessments. The Board shall, by resolution, determine the terms of payment of any special assessment, and, where an assessment involves more than one Co-owner, apportion the special assessment among Co-owners. Special assessments levied against Units to cover the expenses of administration of Limited Common Element areas shall be apportioned equally among the affected Co-owners. If more than one affected Co-owner objects to the proposed special assessment or terms of payment in a written notice served on the Board no later than ten (10) days after service of the notice, then the Board shall schedule a meeting on the issue and the proposed special assessment shall be set aside or the payment terms revised if at the meeting forty percent (40%) of all Co-owners vote to do so.

5.06. Collection of Assessments.

a. All assessments levied against a Co-owner by the Association which are unpaid constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment, prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record recorded prior to the recording of any notice of lien by the Association. For purposes of this subsection a, the term "assessment" includes, without limitation, all Regular Assessments and all special assessments. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Unit(s) no longer owned by the Co-owner but which became due while the Co-owner had title to the Unit(s).

b. Each Co-owner shall be personally obligated for the payment of all assessments levied with regard to his or her Unit during the time that he or she is the owner of the Unit, and no Co-owner may exempt himself or herself from liability for his or her contribution by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his or her Unit.



c. In the event of default by any Co-owner in paying an assessment, the Board may accelerate and declare all unpaid installments of the Regular Assessments for the pertinent fiscal year immediately due and payable. In addition, the Board may assess reasonable late charges, as determined from time to time by Board resolution, rule or regulation, on past due assessments.

d. All expenses incurred in collection of an assessment, including late charges, interest, costs and reasonable actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien for unpaid assessments, may be specially assessed by the Association against the Co-owner in default and while unpaid shall constitute a lien upon the Unit or Units owned by the Co-owner.

e. In addition to any other remedies available to the Association, the Association may enforce the collection of unpaid assessments by suit at law for a money judgment or by foreclosure of the statutory lien securing payment of assessments in the manner provided by Section 108 of the Act, as amended. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law for foreclosures by advertisement. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to the Unit he or she was notified of the provisions of this subsection, including this power of sale, and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and of any hearing on the same prior to the sale of the subject Unit. The Association shall have the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, in the name of the Association on behalf of the Co-owners. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated in this subsection by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

f. A foreclosure proceeding may not be commenced without the recording and service of a notice of lien in accordance with the following:

- (1) The notice of lien shall set forth:



- (a) The legal description of the Condominium Unit(s) to which the lien attaches;
- (b) The name of the Co-owner(s) of record of the Unit(s); and
- (c) The amount due the Association at the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

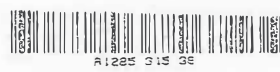
(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain other information as the Association may deem appropriate.

(3) The notice of lien shall be recorded in the office of the Ottawa County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of commencement of the foreclosure proceeding.

g. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Unit may be collected from the delinquent Co-owner or anyone claiming under the Co-owner. The Association may also discontinue the furnishing of any services to a Co-owner in default in the payment of assessments upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default in the payment of assessments shall not be entitled to utilize any of the General Common Elements of the Project and, as provided in Section 2.03 of these Bylaws, shall not be entitled to vote at any meeting of the Association; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from his or her Unit. The foregoing rights of the Association with respect to a Co-owner in default for the payment of an assessment are cumulative, and not alternative, and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

h. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, lease, mortgage, or convey the Condominium Unit. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

i. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sales price by the purchaser in preference over any other assessment or charges of whatever nature except the following: (a) amounts due the State, any subdivision of the State, or any municipal-



ity for taxes and special assessments due and unpaid on the Unit; and (b) payments due under a first mortgage having priority over the unpaid assessments. A purchaser or grantee shall be entitled to a written statement from the Association setting forth the amount of unpaid assessments against the seller or grantor and such purchaser or grantee shall not be liable for, nor shall the Unit conveyed or granted be subject to a lien for, any unpaid assessments against the seller or grantor in excess of the amount set forth in such written statement, except amounts which may become due subsequent to the date of the statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, costs, and reasonable actual attorney fees incurred in collecting the assessments.

5.07. Application of Payments. All payments on account of assessments in default shall be applied in the following manner: first, to costs of collection and enforcement of payment, including reasonable actual attorney fees and amounts paid to protect the Association's lien; second, to any interest and charges for late payment on such installments; and third, to installments in default in the order of their due dates.

5.08. Obligations of the Developer. Notwithstanding any provision in this Article to the contrary, the Developer of the Condominium Project, although a member of the Association, will not be responsible during the Development Period for payment of the Regular Assessments or special assessments, except with respect to Units owned by it on which a completed building is located. The Developer will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located within the Units, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project (and of the residences and other improvements constructed within or appurtenant to the Units) that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any charges for or with respect to deferred maintenance, the reserve fund described in Section 4.07, reserves for replacement, reserves for contingencies, capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. In no event shall the Developer be liable for any expense or assessment levied in whole or in part to purchase a Unit from the Developer or to finance litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar and related costs. In no event shall the Developer be liable for any special assessment levied pursuant to Section 4.06b or 4.06c. For purposes of this paragraph, a "completed building" shall mean a building with respect to which a certifi-



cate of occupancy or its equivalent has been issued by the applicable local authority and which is occupied.

5.09. Creditors. The authority to levy assessments pursuant to this Article V is solely for the benefit of the Association and its members and shall not be exercised by or for the benefit of any creditors of the Association. Nothing contained in these Bylaws shall be construed to impose personal liability on the members of the Association for the debts and obligations of the Association.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.01. Taxes. All special governmental assessments and real property taxes shall be assessed against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or any phase was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in any such year shall be expenses of administration of the Association and shall be specially assessed against the Units in proportion to the percentage of value assigned to each Unit. Special assessments and property taxes in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units notwithstanding any subsequent vacation of the Project.

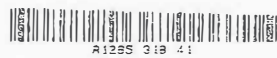
Assessments for subsequent real property improvements to a specific Unit shall be assessed to that Unit description only, and each Unit shall be treated as a separate, single unit of real property for purposes of property tax and special assessment, and shall not be combined with any other Unit or Units, and no assessment of any fraction of any Unit or combination of any Unit with other Units or parts of Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made notwithstanding separate or common ownership of the Unit.

6.02. Insurance. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, obtain and maintain, to the extent available, fire insurance with extended coverage, vandalism and malicious mischief endorsements, and liability insurance, director and officer liability coverage and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All such 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 in accordance with the following provisions:

- a. Each Co-owner shall be responsible for obtaining property insurance at the Co-owner's own expense with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit, and within the Limited Common Elements solely appurtenant to his or her Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his or her Unit or elsewhere in the Condominium Project, for personal liability for occurrences within his or her Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of use of the Unit.
- b. The Association shall have the right, but not the obligation, to obtain property insurance for all of the buildings and all other improvements constructed or to be constructed within the Project, including that property located within the perimeter of Condominium Units, and Limited Common Elements, and personal liability insurance for occurrences within the Project, including those within individual Units, for the benefit of all of the Co-owners of the Project. All expenses for the liability portion of such insurance shall be a general expense of administration of the Association, except for any special endorsements requested by a Co-owner or mortgagee, the cost of which shall be specially assessed by the Association against all of the Co-owners of the Units which request and/or are benefitted by such endorsement. All expenses for the property insurance shall, to the extent possible, be specially assessed by the Association against the Co-owners of the Units to which the insured property is associated on the basis of the relative values of the properties; otherwise, it shall be a general expense of administration of the Association. All Co-owners and mortgagees of the Project shall be listed as additional insureds on the policies of insurance. The Association shall provide written notice of its intention to purchase the insurance described in this subparagraph to all Co-owners and mortgagees of record of the Project at least thirty (30) days prior to the effective date of such insurance. Any property insurance purchased by the Association under this subparagraph shall be in an amount equal to the full replacement value of the property insured or, if more, for an agreed upon amount.
- c. The Association shall insure any Limited Common Element of the Project which is appurtenant to more than one Unit against fire and other perils covered by a standard extended coverage endorsement and vandalism and malicious mischief insurance, and for personal liability for occurrences within such Limited Common Element, to the extent applicable and appropriate, and in an amount to be determined annually by the Board of Directors of the Association. All expenses for insurance relating to such Limited Common Elements shall, to the



extent possible, be specially assessed by the Association against the Co-owners of the Units to which the Limited Common Elements are appurtenant.

d. The Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements which are appurtenant to a single Unit, or to the Units or any improvements constructed within the Units.

e. The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

f. The Association and all Co-owners shall use their reasonable best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurers waive their rights of subrogation as to any claims against any Co-owner or the Association.

g. The Board of Directors is irrevocably appointed 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 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.

h. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

i. Except as otherwise set forth, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.03. Reconstruction and Repair. If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, the determination of whether or not to reconstruct, repair, or replace and the responsibility for such, shall be as follows:

a. If the damaged property is a General Common Element or an easement or right of way benefitting the Condominium Project, the damaged property

shall be repaired, rebuilt or replaced, unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary. The Board of Directors 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 defray 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 are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

b. If the damaged property is a Unit or Limited Common Element appurtenant to only a single Unit, or any improvement constructed within a Unit or Limited Common Element appurtenant to only a single Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagees or other person having an interest in such property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his or her Unit or appurtenant Limited Common Element and the improvements located in the Unit to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. If the damaged property is a Limited Common Element appurtenant to more than one Unit, or is an improvement constructed within such Limited Common Element, the following procedure shall apply: (1) the Association shall obtain reliable and detailed estimates of the cost to repair, rebuild or replace the damaged property in a condition as good as that existing before the damage; and (2) the Association shall notify each of the Co-owners and mortgagees of Units to which the Limited Common Element is appurtenant in writing of the damage to the property, the estimated cost to repair, rebuild or replace the damage, and the availability of insurance proceeds to pay for the cost of repairing, rebuilding or replacing the damaged property. If it is possible to repair or rebuild the damaged property in a condition as good as that existing before the damage, or replace the damaged property, the Association shall make such complete repair or replacement unless, within 20 days after the Association gives the above written notice to the Co-owners and mortgagees, more than sixty percent (60%) of the Co-owners of the Units to which the Limited Common Element is appurtenant instruct the Board of Directors in writing not to make such repairs or replacements. If the damaged property is repaired, rebuilt or replaced, all Co-owners of Units to which the Lim-



ited Common Element is appurtenant shall be responsible for an equal share of the cost of repair or replacement of the damaged property. If at any time during such repair or replacement, the funds for the payment of such cost are not covered by insurance proceeds or are otherwise insufficient, a special assessment for the cost of repair or replacement of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs shall be made on an equal basis against the Units to which the Limited Common Element is appurtenant. If the Association has received or will receive insurance proceeds for the damaged property and the Association does not rebuild or repair the damaged property, the Association shall distribute the insurance proceeds to the Co-owners of the Units to which the pertinent Limited Common Elements are appurtenant on an equal basis, subject to the rights of any mortgagees of such Units.

d. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Design Board.

6.04. Eminent Domain. The following provision shall control upon any taking by eminent domain:

a. If any portion of the Common Elements is taken by eminent domain, the award for such taking shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements, after taking into consideration any specific loss attributable to a Unit because the condemned Common Element is "limited" in nature. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of Co-owners in value shall be binding on all Co-owners.

b. If a Condominium Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall after such taking appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced by such taking, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium Unit taken for his or her undivided interest in the Common Elements as well as for the Condominium Unit.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.01. Residential Use. Condominium units shall be used exclusively for residential occupancy. No unit or Common Element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

7.02. Common Areas. Only co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, storage areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

7.03. Specific prohibitions. Without limiting the generality of the preceding provisions in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:

- a. No more than two (2) people for each finished bedroom shall permanently occupy or reside in any unit without written approval from the association. If a birth, adoption, or marriage in a family occupying a unit results in a violation of this restriction, the application of the restriction to the family shall be suspended for one year to provide the family a reasonable amount of time to cure the violation or to dispose of the unit.
- b. No part of a unit may be rented and no transient tenants may be accommodated in a unit. However, this restriction shall not prevent the rental or sublease of an entire unit for residential purposes or of a limited common element appurtenant to a unit as provided in Article IX.



c. No co-owner shall make any alterations, additions, or improvements to any general common element or make changes to the exterior or structure of a unit or limited common elements without written approval from the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a unit without written approval from the board, but the owner shall be responsible for any damage to other units, the common elements, the property, or any part of them that results from such alterations, additions, or improvements.

d. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the project by its residents be permitted.

e. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and nothing shall be done or kept in any unit or on the common elements that would increase the insurance premiums for the project without written consent from the board. No co-owner shall permit anything to be done or kept in a unit or on the common elements that would result in the cancellation of insurance on any unit or on any part of the common elements or that would violate any law.

f. No signs, banners, or advertising devices shall be displayed that are visible from the exterior of any unit or on the common elements, including "for sale" signs, without written permission from the association or the managing agent.

g. No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a unit or inside the unit in a way that is visible from the outside of the unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any co-owner paint or decorate the outside of a unit or install any radio or television antenna, window air-conditioning unit, snap-in window divider, awning, or other equipment, fixtures, or items without written permission from the board or the managing agent. These restrictions shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary type and appearance on a deck, patio, or stoop that is a limited common element appurtenant to a unit. However, no furniture or other personal property shall be stored on any open deck, patio, or stoop that is visible from the common elements of the project during the winter season.

h. No co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and



arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.

- i. No animals, including household pets, shall be kept without written consent from the association. The board of directors may revoke such consent at any time. Pets permitted by the association shall be kept in compliance with the rules and regulations promulgated by the board of directors and must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary condition. No animal shall be permitted to run loose on the common elements, limited or general, and the owner of each pet shall be responsible for cleaning up after it.
- j. The association may charge any co-owner maintaining animals a reasonable additional assessment to be collected as provided in these bylaws if the association determines such assessment to be necessary to defray the maintenance costs to the association of accommodating animals within the condominium. The association may also, without liability to the owner, have any animal removed from the condominium if it determines that the presence of the animal violates these restrictions. Any person who permits any animal to be brought on the condominium property shall indemnify the association for any loss, damage, or liability the association sustains as a result of the presence of the animal on the condominium property.
- k. No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding, or other temporary structure shall be erected, occupied, or used on the condominium property without written consent from the association. No recreational vehicles, boats, or trailers shall be parked or stored on the condominium property for more than 24 hours without written approval from the association, and no snowmobile or other motorized recreational vehicle shall be operated on the condominium property. No maintenance or repair shall be performed on any boat or vehicle except within a garage or unit where it is totally isolated from public view.
- l. No more than one automobile or other vehicle customarily used for transportation shall be kept outside a closed garage on the condominium property by persons residing in a unit, and no automobiles or other vehicles that are not in operating condition shall be permitted on the condominium property. No commercial vehicles or trucks shall be parked on the condominium property except to make deliveries or pickups in the normal course of business.
- m. Satellite dishes. A co-owner may install a satellite dish on the co-owner's unit, subject to reasonable prior written approval by the association as to size, location, color, and screening. To the extent required by applicable federal law, the as-



sociation's regulations shall not unreasonably impair a co-owner's installation, maintenance, or use of the satellite dish.

n. The common elements shall not be used to store supplies or personal property (except garages and other areas specifically designated for this purpose). Trash and refuse shall be placed only in common trash receptacles located at the discretion of the board of directors. No vehicles shall be parked on or along the private drives, and owners and residents shall be parked on or along the private drives, and owners and residents shall not use or obstruct any guest parking areas abutting such drives without consent from the association. In general, no activity or condition shall be allowed in any unit or on the common elements that would spoil the appearance of the condominium.

o. In the absence of an election to arbitrate pursuant to Article X of these by-laws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

p. Zoning Compliance. In addition to the restrictions contained in this section, the use of any unit 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 the municipality.

7.04. Rules of Conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least ten (10) days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than Sixty-six percent (66%) of all co-owners, in number and in value.

7.05 Remedies on Breach. A default by a co-owner shall entitle the association to the following relief:

a. Failure to comply with any restriction on use and occupancy in these bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven (7) days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for



the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.

b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.

c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

7.06 Use by the Developer. While a unit is for sale by the Developer, the Developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the Developer and each unit is occupied by the Purchaser, the Developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The Developer shall restore all areas and equipment to habitable status when it is finished with this use.

ARTICLE VIII

MORTGAGES

8.01. Mortgage of Condominium Units. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." Such information relating to mortgagees will be made available to the Developer at no cost to the Developer for the purpose of obtaining consent from, or giving notice to, mortgagees concerning amendments to the Master Deed or taking other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

8.02. Notice of Insurance. The Association shall notify each mortgagee appearing in the "Mortgagees of Units" book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The holder of the mortgage is



entitled, upon written request, to notification from the Association of any default by the mortgagor of such Condominium Unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days of the date of default.

8.03. Rights of Mortgagee. Notwithstanding any other provision of the Condominium Documents, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Condominium Unit, the following provisions shall apply:

a. Inspection and Notice. At the written request of a mortgagee of any such Unit, the mortgagee shall be entitled to: (1) inspect the books and records relating to the Project during normal business hours, upon reasonable notice; (2) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Co-owners; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings. Failure, however, of the Association to provide any of the foregoing to a mortgagee who has so requested the same shall not affect the validity of any action or decision by the Association.

b. Exemption from Restrictions. A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option, "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

c. Past Due Assessments. A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments charged to all Units including the mortgaged Unit).

8.04. Additional Notification. When notice is to be given to a Mortgagee, 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 Units in the Condominium if the Board of Directors has notice of such participation. However,



failure of the Association to provide proper notice under this Section shall not affect the validity of any action or decision by the Association.

ARTICLE IX

LEASES

9.01. Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit for a period of more than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. A Developer proposing to rent Condominium Units before the Transitional Control Date, shall notify either the Advisory Committee or each Co-owner in writing.

9.02. Terms of Lease. Tenants and all other non Co-owner occupants shall comply with all the provisions of the Condominium Documents of the Project, and all lease and rental agreements shall so state.

9.03. Remedies. If the Association determines that any tenant or other non Co-owner occupant has failed to comply with any provision of the Condominium Documents, the Association may take the following action:

a. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the Co-owner's tenant or other occupant.

b. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

c. If, 15 days after receipt of the Co-owner's notice (or 30 days after service of the Association's notice in subsection a above, whichever first occurs) the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the provision(s) of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant or other occupant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner, tenant or other person.



9.04. Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or other occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant or other occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant or other occupant.

ARTICLE X

ARBITRATION

10.01. 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, or to any disputes, claims or grievances arising among or between the Co-owners or between Co-owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties shall accept the Arbitrator's award as final and binding. All arbitration under this Article shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

10.02. 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. 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, Condominium Unit or the Project.
- b. At the exclusive option of the Association, 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.

10.03. Preservation of Rights. Election by Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigation of such dispute, claim or grievance in the courts. Provided, however, that



except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers as given and reserved to the Developer. Any rights and powers reserved or retained by Developer will expire and terminate, if not sooner assigned to the Association, 180 days after the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar that the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights or interests granted or reserved to the Developer and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner under the Condominium Documents and which will be governed only in accordance with the terms of their creation or reservation and not by this provision).

ARTICLE XII

ASSESSMENT OF PENALTIES

12.01 General. The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents (including any duly adopted rule or regulation) shall be grounds for relief by the Association, acting through its duly constituted Board of Directors, and may involve the assessment of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of the Co-owner's family, pet, guest, tenant or any other person admitted through such Co-owner to the Condominium Project.



12.02 Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

a. **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense setting forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 2.04 of these Bylaws.

b. **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or at a special meeting called for such matter, but in no event shall the Co-owner be required to appear less than 10 days from the date of service of the notice.

c. **Default.** Failure to respond to the notice of violation constitutes a default.

d. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

12.03 Relief. Upon the Board's decision that a violation of the Condominium Documents has occurred, the Board shall determine what relief to pursue against the defaulting Co-owner under Section 7.07 of these Bylaws or otherwise. If the Board chooses to fine a Co-owner, it shall determine a reasonable fine based upon the type of conduct involved and whether the conduct is recurring. In no event shall the fine exceed one hundred dollars (\$100) per occurrence or such other maximum amount as the Board, by duly adopted Rule of Conduct, may prospectively establish from time-to-time.

12.04. Continuing Violation. In the event that a violation continues beyond 10 days from the date of the offending Co-owner's hearing at which the Board determines that a violation has occurred, additional fines may be levied on each occasion of any subsequent violation without the necessity of a further hearing or hearings on the matter.

12.05. Collection. The fines levied pursuant to Section 12.03 above shall be specially assessed against the Co-owner and shall be due and payable together with the defaulting Co-owner's next payment of the Regular Assessment, unless the Board sets



another date. Any fines which have been specially assessed against a Unit shall be collectible in the same manner as assessments under Article V.

12.06 Inapplicability to Assessments. The Association, acting through the Board, need not utilize the provisions of this Article XII when enforcing its rights and remedies after failure by a Co-owner to pay any assessment.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01. Severability. In the event that any term, provision, or covenant of these Bylaws or any Condominium Document is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other term, provision or covenant of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable, and in such event the document shall be construed in all respects as if such invalid or unenforceable provisions were omitted or were deemed enforceable to the fullest extent permitted by law.

13.02. Notices. Except as may be provided otherwise in writing, notices provided for in the Act or in any Condominium Document shall be in writing, and shall be addressed to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may designated by the Co-owner in writing. All notices to the Association shall be sent to the registered office of the Association. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.03. Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article VIII of the Master Deed of Hawthorne Condominiums by Hathaway, except that no amendment, alteration, change, addition or deletion may be made to Sections 7.05g, 7.05h or 7.05i without the prior written consent of the City.

ARTICLE XIV

CONFLICTING PROVISIONS.

In the event of a conflict between the provisions of 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 any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- a. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- b. these Bylaws;
- c. the Articles of Incorporation of the Association;
- d. the Association Bylaws;
- e. the Rules of Conduct of the Association.



MONTCALM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 35
EXHIBIT "B" TO THE MASTER DEED FOR

HAWTHORNE CONDOMINIUMS II
CITY OF GREENVILLE, MONTCALM COUNTY, MICHIGAN

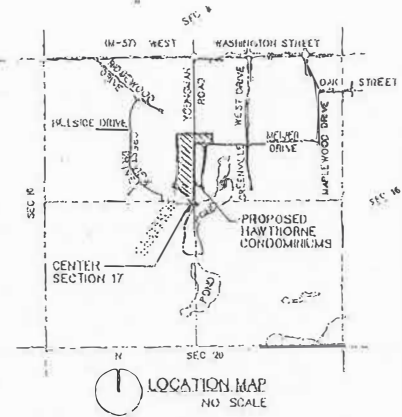
LEGAL DESCRIPTION

PART OF THE NORTH 1/2 OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 8 WEST, CITY OF GREENVILLE, COUNTY OF MONTCALM, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 POST OF SECTION 17, TOWN 9 NORTH, RANGE 8 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, SOUTH 00° 03' 16" WEST, 1343.37 FEET TO A POINT 20.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE PARALLEL WITH SAID SOUTH LINE, NORTH 89° 08' 35" EAST, 30.00 FEET, TO THE EAST RIGHT OF WAY LINE OF YOUNGMAN ROAD AND THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID SOUTH LINE, NORTH 89° 08' 35" EAST, 269.92 FEET; THENCE SOUTH 00° 09' 05" WEST, 162.83 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MEIJER DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 84° 46' 41" WEST, 101.04 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 89° 19' 09" WEST, 169.01 FEET TO SAID EAST RIGHT OF WAY LINE OF YOUNGMAN ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00° 03' 16" EAST, 169.99 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.046 ACRES, MORE OR LESS.

ALSO, COMMENCING AT THE NORTH 1/4 POST OF SECTION 17, TOWN 9 NORTH, RANGE 8 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, SOUTH 00° 03' 16" WEST, 1338.98 FEET TO A POINT THAT IS 20.00 FEET SOUTH OF THE SOUTHERLY LINE OF SUPERVISORS RUTENBER PLAT AS RECORDED IN LIBER 9 OF PLAT ON PAGE 21 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MONTCALM COUNTY, MICHIGAN; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89° 04' 45" WEST, 30.00 FEET, TO THE WEST RIGHT OF WAY LINE OF YOUNGMAN ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00° 03' 16" WEST, 224.17 FEET TO THE SOUTH RIGHT OF WAY LINE OF MEIJER DRIVE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89° 19' 09" EAST, 30.00 FEET TO SAID NORTH AND SOUTH 1/4 LINE OF SECTION 17; THENCE ALONG SAID NORTH AND SOUTH 1/4 LINE OF SECTION 17, SOUTH 00° 03' 16" WEST, 1083.45 FEET TO THE NORTHEASTERLY LINE OF RIDGEWOOD ESTATES NO. 3 AS RECORDED IN LIBER 13 OF PLAT ON PAGES 6 THROUGH 8 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MONTCALM COUNTY, MICHIGAN; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 44° 20' 00" WEST, 433.81 FEET; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 59° 45' 10" WEST, 88.85 FEET; THENCE NORTH 30° 15' 00" EAST, 120.00 FEET; THENCE NORTH 26° 58' 52" EAST, 60.10 FEET; THENCE NORTH 00° 12' 48" EAST, 562.71 FEET; THENCE SOUTH 89° 19' 09" WEST, 21.36 FEET; THENCE NORTH 00° 03' 16" EAST, 227.99 FEET TO A POINT THAT IS 20.00 FEET SOUTH OF SAID SOUTHERLY LINE OF SUPERVISORS RUTENBER PLAT; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89° 04' 45" EAST, 282.52 FEET, TO THE POINT OF BEGINNING. CONTAINING 7.910 ACRES, MORE OR LESS.

EXCEPTING THE FOLLOWING, COMMENCING AT THE NORTH 1/4 POST OF SECTION 17, TOWN 9 NORTH, RANGE 8 WEST; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17, SOUTH 00° 03' 16" WEST, 1563.28 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00° 03' 16" WEST, 5.00 FEET; THENCE SOUTH 89° 19' 09" WEST, 120.01 FEET; THENCE SOUTH 00° 03' 16" WEST, 587.00 FEET; THENCE SOUTHERLY 66.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 45° 06' 18", AND A CHORD WHICH BEARS SOUTH 22° 36' 25" WEST, 65.20 FEET; THENCE SOUTH 24° 10' 22" EAST, 4.50 FEET; THENCE WESTERLY 249.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 286° 15' 37", AND A CHORD WHICH BEARS SOUTH 65° 49' 36" WEST, 60.00 FEET; THENCE NORTH 24° 10' 22" WEST, 4.50 FEET; THENCE WESTERLY 50.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 33° 45' 21", AND A CHORD WHICH BEARS NORTH 76° 37' 40" WEST, 49.36 FEET; THENCE NORTH 59° 45' 00" WEST, 83.46 FEET; THENCE NORTH 26° 58' 52" EAST, 60.10 FEET; THENCE SOUTH 59° 45' 00" EAST, 86.89 FEET; THENCE SOUTHEASTERLY 52.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 120° 11' 45", AND A CHORD WHICH BEARS NORTH 60° 09' 08" EAST, 43.34 FEET; THENCE NORTH 00° 03' 16" EAST, 586.23 FEET; THENCE SOUTH 89° 19' 09" WEST, 132.48 FEET; THENCE NORTH 00° 03' 16" EAST, 60.00 FEET; THENCE NORTH 89° 19' 09" EAST, 282.50 FEET; THENCE SOUTH 00° 03' 16" WEST, 55.00 FEET; THENCE NORTH 89° 19' 09" EAST, 30.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.649 ACRES, MORE OR LESS.



DEVELOPER
HATHAWAY PROPERTIES, LLC

2876 28TH STREET, SW
GRANDVILLE, MI 49418

LAND SURVEYOR
AARON D. SMITH

REGISTRATION NO. 43068

PROGRESSIVE AE

1811 4 MILE ROAD, N.E.

GRAND RAPIDS, MI 49525-2442

INDEX OF DRAWINGS

NO.	TITLE
1	COVER SHEET
2	SURVEY/FLOODPLAIN PLAN
3	SITE PLAN
4	UTILITY PLAN
5	FLOOR PLANS AND SECTIONS FOR BUILDINGS 1-7, 10 & 11
6	FLOOR PLANS AND SECTIONS FOR BUILDINGS 8-9
7	FLOOR PLANS AND SECTIONS FOR BUILDINGS 12-13



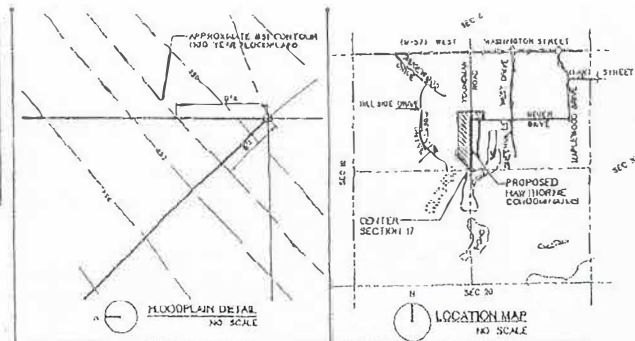
Aaron D. Smith
AARON D. SMITH
REGISTRATION NO. 43068
PROGRESSIVE AE
1811 4 MILE ROAD, N.E.
GRAND RAPIDS, MI 49525-2442

PROPOSED: DATE 12/01/05

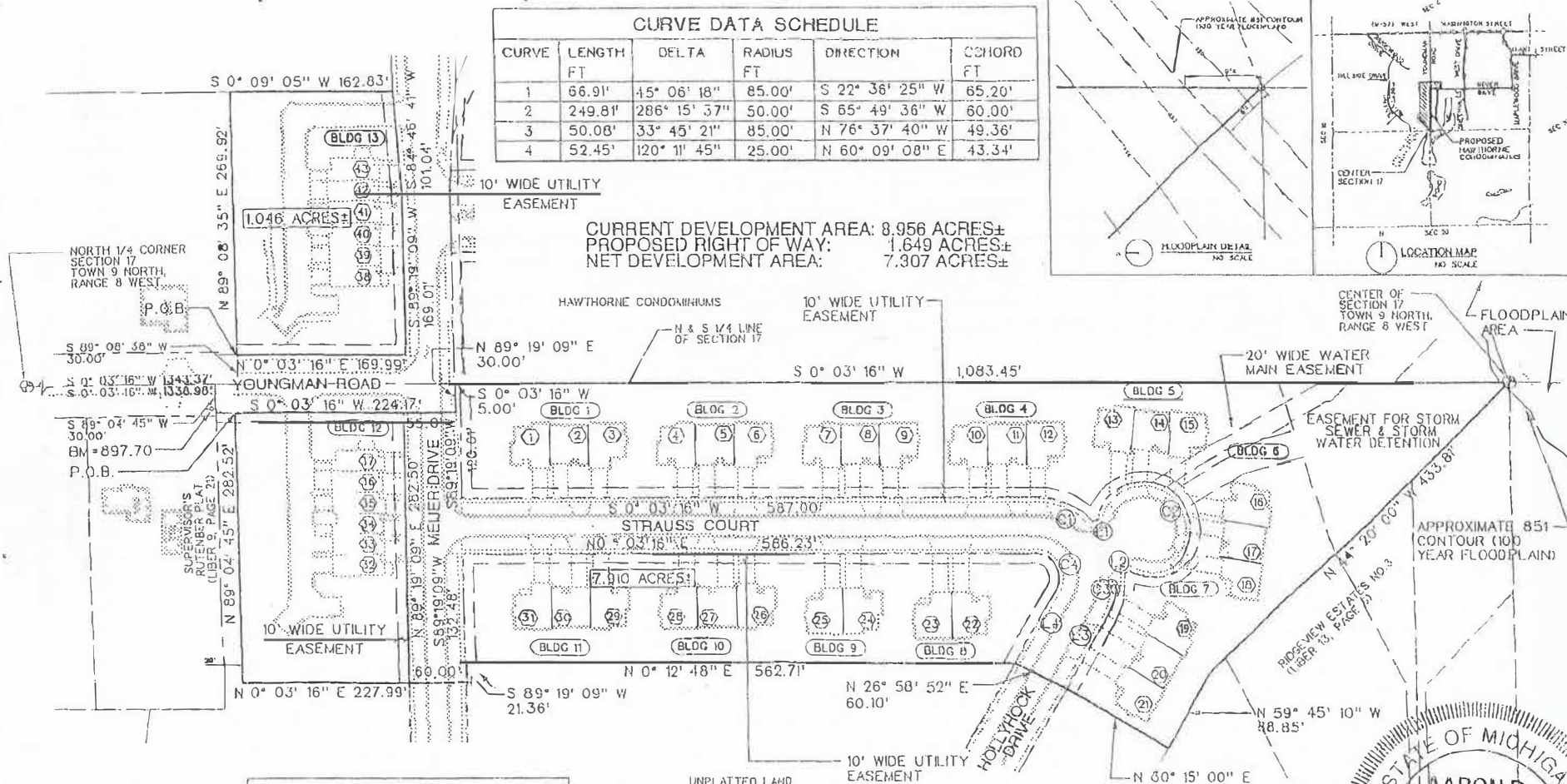
PROGRESSIVE AE
HAWTHORNE CONDOMINIUMS II
CITY OF GREENVILLE, MI
DRAWN BY: A.D.S.
CHECKED BY: A.D.S.
DATE: 12/01/05
PROJECT: LIB
FILE NO. 5309012



CURVE DATA SCHEDULE					
CURVE	LENGTH FT	DELTA	RADIUS FT	DIRECTION	CHORD FT
1	66.91'	45° 06' 18"	85.00'	S 22° 36' 25" W	65.20'
2	249.81'	286° 15' 37"	50.00'	S 65° 49' 36" W	60.00'
3	50.08'	33° 45' 21"	85.00'	N 76° 37' 40" W	49.36'
4	52.45'	120° 11' 45"	25.00'	N 60° 09' 08" E	43.34'



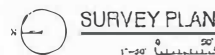
CURRENT DEVELOPMENT AREA: 8.956 ACRES±
 PROPOSED RIGHT OF WAY: 1.649 ACRES±
 NET DEVELOPMENT AREA: 7.307 ACRES±



LINE DATA SCHEDULE		
LINE	DIRECTION	LENGTH FT
1	S 24° 10' 22" E	4.50'
2	N 24° 10' 22" W	4.50'
3	N 59° 45' 00" W	83.46'
4	S 59° 45' 00" E	86.89'

NOTES:

- BEARINGS ARE IN RELATION TO THE LEGAL DESCRIPTION AS SHOWN ON DRAWING 1 OF 7.
- ALL KNOWN EASEMENTS ARE SHOWN OVER THE DEVELOPMENT.
- BENCHMARK - R.R. SPIKE IN EAST SIDE OF POWER POLE WEST SIDE OF YOUNGMAN ROAD AT SOUTH LINE OF RUTENBER PLAT ELEV=897.70



SURVEYOR'S CERTIFICATE

I, AARON D. SMITH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS MONTICALM COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN IN THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.



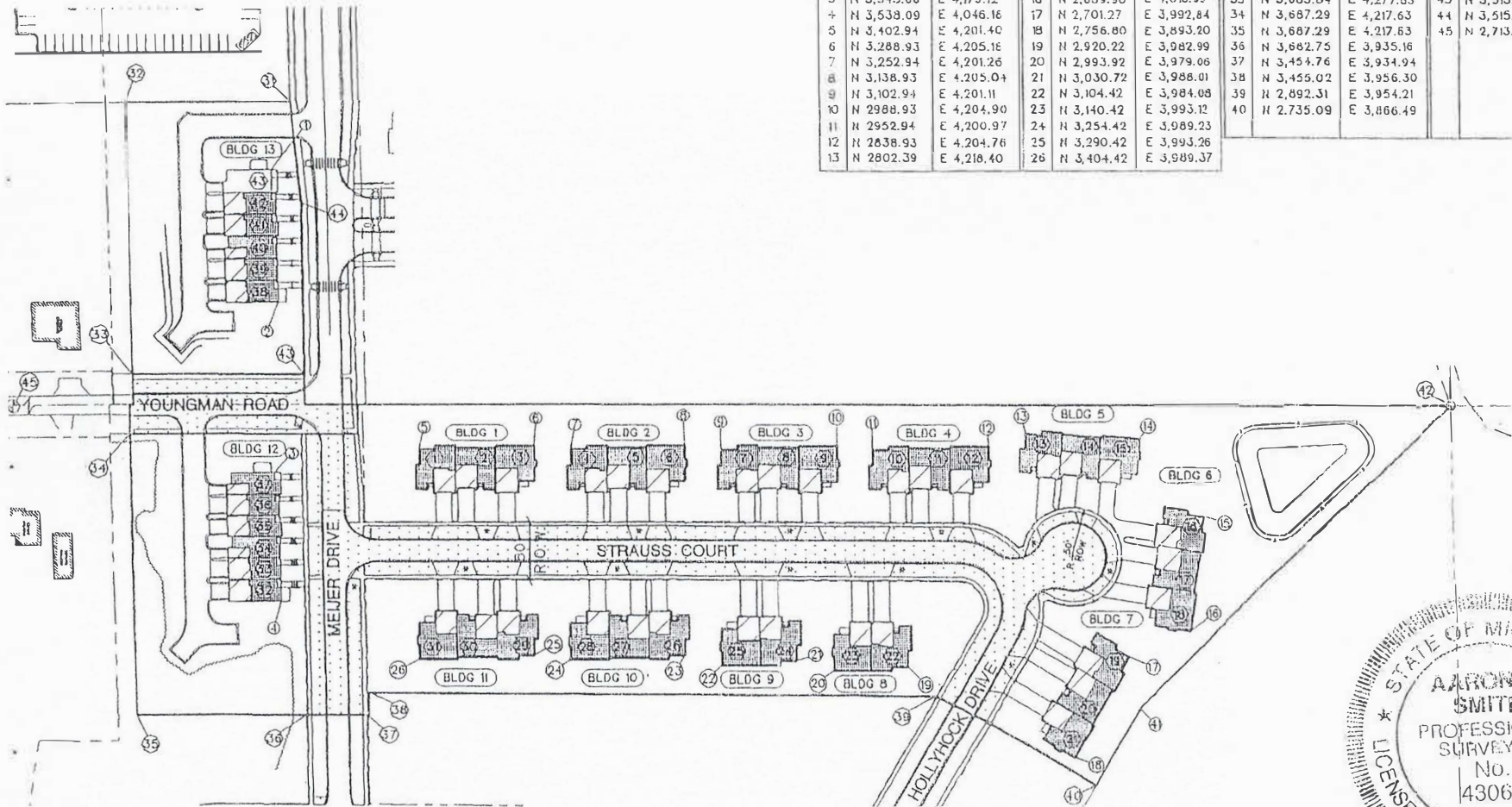
Aaron D. Smith
 AARON D. SMITH
 REGISTRATION NO. 43068
 PROGRESSIVE AE
 1111 4 MILE ROAD, N.E.
 GRAND RAPIDS, MI 49525-2442

PROPOSED: DATE 12/01/05

DRAWN BY: []
 CHECKED BY: []
 PROJECT LID: []
 HAWTHORNE CONDOMINIUMS II
 CITY OF GREENVILLE
 SURVEY PLAN
 FILE NO: 5509002



BUILDING COORDINATE VALUES					CONCRETE MONUMENTS SET						
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	N 3,543.93	E 4,479.49	14	N 2,688.45	E 4,212.87	31	N 3,525.05	E 4,547.10	41	N 2,690.33	E 3,943.24
2	N 3,538.36	E 4,347.54	15	N 2,625.80	E 4,132.18	32	N 3,687.88	E 4,547.53	42	N 2,380.03	E 4,246.40
3	N 3,543.66	E 4,179.12	16	N 2,639.98	E 4,018.99	33	N 3,683.84	E 4,277.63	43	N 3,513.84	E 4,277.47
4	N 3,538.09	E 4,046.16	17	N 2,701.27	E 3,992.84	34	N 3,687.29	E 4,217.63	44	N 3,515.86	E 4,446.48
5	N 3,402.94	E 4,201.40	18	N 2,756.80	E 3,893.20	35	N 3,687.29	E 4,217.63	45	N 2,713.49	E 4,361.08
6	N 3,288.93	E 4,205.16	19	N 2,920.22	E 3,982.99	36	N 3,682.75	E 3,935.16			
7	N 3,252.94	E 4,201.26	20	N 2,993.92	E 3,979.06	37	N 3,454.76	E 3,934.94			
8	N 3,138.93	E 4,205.04	21	N 3,030.72	E 3,988.01	38	N 3,455.02	E 3,956.30			
9	N 3,102.94	E 4,201.11	22	N 3,104.42	E 3,984.08	39	N 2,892.31	E 3,954.21			
10	N 2,988.93	E 4,204.90	23	N 3,140.42	E 3,993.12	40	N 2,735.09	E 3,866.49			
11	N 2,952.94	E 4,200.97	24	N 3,254.42	E 3,989.23						
12	N 2,838.93	E 4,204.76	25	N 3,290.42	E 3,993.26						
13	N 2,802.39	E 4,218.40	26	N 3,404.42	E 3,989.37						



NOTES:

- COORDINATE NORTH EQUALS TRUE NORTH
- UNITS 1 THROUGH 6, 26 THROUGH 31 AND 32 THROUGH 43 "MUST BE BUILT".
- UNITS 7 THROUGH 25 "NEED NOT BE BUILT".



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT (SEE DWG. 6 & 7 FOR DETAIL)
- LIMITS OF UNIT OWNERSHIP (SEE DWG. 6 & 7 FOR DETAIL)
- PUBLIC RIGHT OF WAY (TO BE DEDICATED CITY OF GREENVILLE)
- BUILDING DESIGNATION
- BUILDING COORDINATE VALUE
- UNIT DESIGNATION
- CONCRETE MONUMENT SET COORDINATE VALUE



Aaron D. Smith
 AARON D. SMITH
 REGISTRATION NO. 43068
 PROGRESSIVE AE
 1011 + WILE ROAD, N.E.
 GRAND RAPIDS, MI 49525-2442

PROPOSED: DATE 7/01/05

PROGRESSIVE AE

Drawn BY: [Blank]
 Appr. BY: [Blank]
 Project: LIB

HAWTHORNE
 CONDOMINIUMS II
 CITY OF GREENVILLE

FILE NO
 55090122



Description of an Easement for Storm Sewer and Detention Pond

A parcel of land located in the Northwest quarter, of Section 17, Town 9 North, Range 8 West, City of Greenville, Montcalm County, Michigan, being an easement for the construction, operation, maintenance, repair, and/or removal of a storm sewer and detention pond further described as:

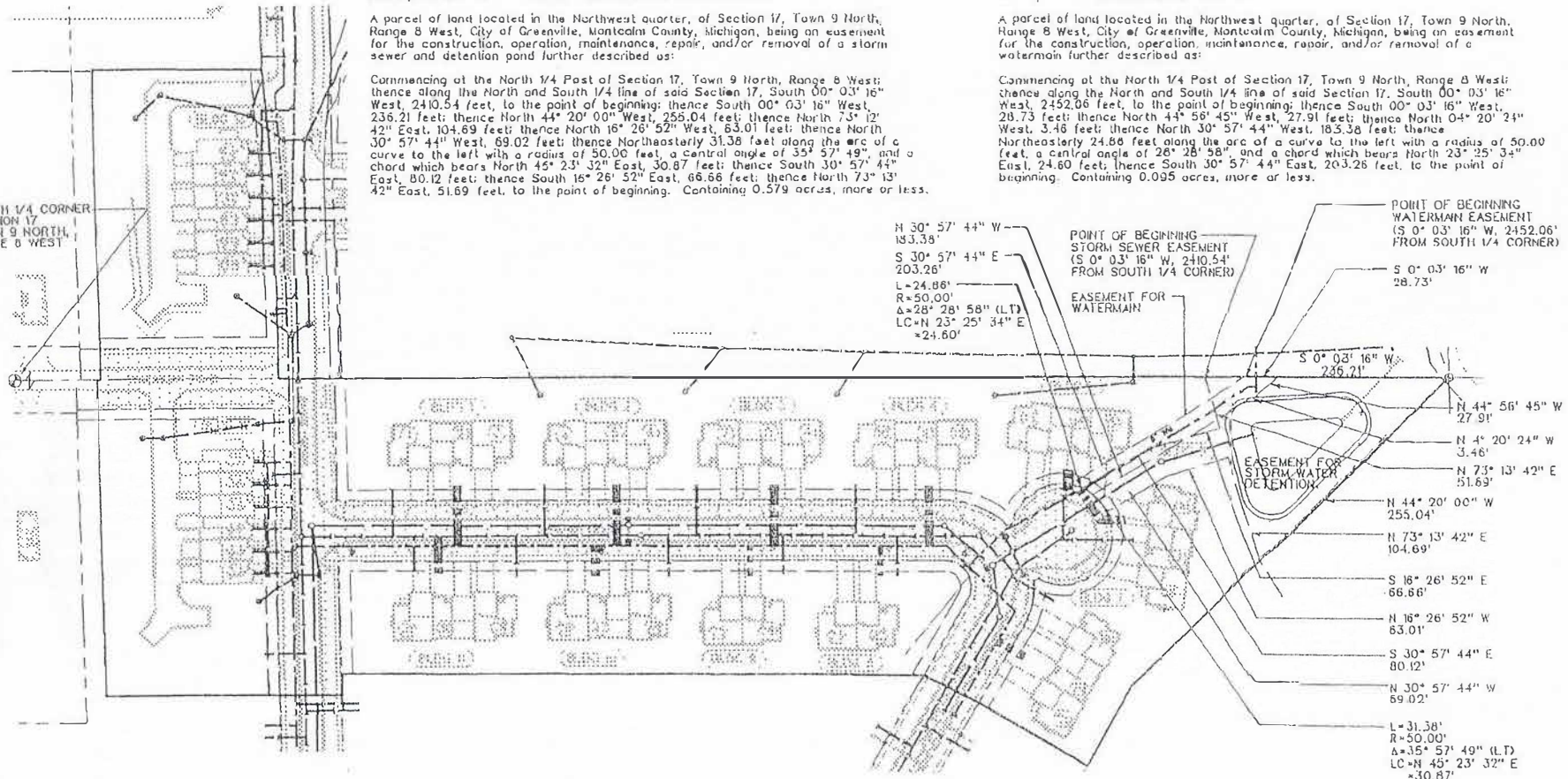
Commencing at the North 1/4 Post of Section 17, Town 9 North, Range 8 West; thence along the North and South 1/4 line of said Section 17, South 00° 03' 16" West, 2410.54 feet, to the point of beginning; thence South 00° 03' 16" West, 236.21 feet; thence North 44° 20' 00" West, 255.04 feet; thence North 73° 13' 42" East, 104.69 feet; thence North 16° 26' 52" West, 63.01 feet; thence North 30° 57' 44" West, 69.02 feet; thence Northeastly 31.38 feet along the arc of a curve to the left with a radius of 50.00 feet, a central angle of 35° 57' 49", and a chord which bears North 45° 23' 32" East, 30.87 feet; thence South 30° 57' 44" East, 80.12 feet; thence South 16° 26' 52" East, 66.66 feet; thence North 73° 13' 42" East, 51.69 feet, to the point of beginning. Containing 0.579 acres, more or less.

Description of an Easement for Watermain

A parcel of land located in the Northwest quarter, of Section 17, Town 9 North, Range 8 West, City of Greenville, Montcalm County, Michigan, being an easement for the construction, operation, maintenance, repair, and/or removal of a watermain further described as:

Commencing at the North 1/4 Post of Section 17, Town 9 North, Range 8 West; thence along the North and South 1/4 line of said Section 17, South 00° 03' 16" West, 2452.06 feet, to the point of beginning; thence South 00° 03' 16" West, 20.73 feet; thence North 44° 56' 45" West, 27.91 feet; thence North 04° 20' 24" West, 3.46 feet; thence North 30° 57' 44" West, 183.38 feet; thence Northeastly 24.86 feet along the arc of a curve to the left with a radius of 50.00 feet, a central angle of 28° 28' 58", and a chord which bears North 23° 25' 34" East, 24.60 feet; thence South 30° 57' 44" East, 203.28 feet, to the point of beginning. Containing 0.095 acres, more or less.

NORTH 1/4 CORNER SECTION 17 TOWN 9 NORTH RANGE 8 WEST



N 30° 57' 44" W 183.38'
S 30° 57' 44" E 203.28'
L=24.86'
R=50.00'
Δ=28° 28' 58" (LT)
LC=N 23° 25' 34" E *24.60'

POINT OF BEGINNING STORM SEWER EASEMENT (S 0° 03' 16" W, 2410.54' FROM SOUTH 1/4 CORNER)
EASEMENT FOR WATERMAIN

POINT OF BEGINNING WATERMAIN EASEMENT (S 0° 03' 16" W, 2452.06' FROM SOUTH 1/4 CORNER)
S 0° 03' 16" W 28.73'

S 0° 03' 16" W 239.71'

N 44° 56' 45" W 27.91'
N 4° 20' 24" W 3.46'
N 73° 13' 42" E 51.69'
N 44° 20' 00" W 255.04'
N 73° 13' 42" E 104.69'
S 16° 26' 52" E 66.66'
N 16° 26' 52" W 63.01'
S 30° 57' 44" E 80.12'
N 30° 57' 44" W 69.02'
L=31.38'
R=50.00'
Δ=35° 57' 49" (LT)
LC=N 45° 23' 32" E *30.87'

NOTES:

- 1. ALL SANITARY SEWER LATERALS SHALL HAVE A SANITARY SEWER CLEANOUT AT BUILDING.
2. ALL UTILITIES SHOWN "MUST BE BUILT".
3. ALL GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES ARE TO BE CONSTRUCTED WITHIN THE 10' WIDE UTILITY EASEMENT ADJACENT TO THE RIGHT-OF-WAY LINES.



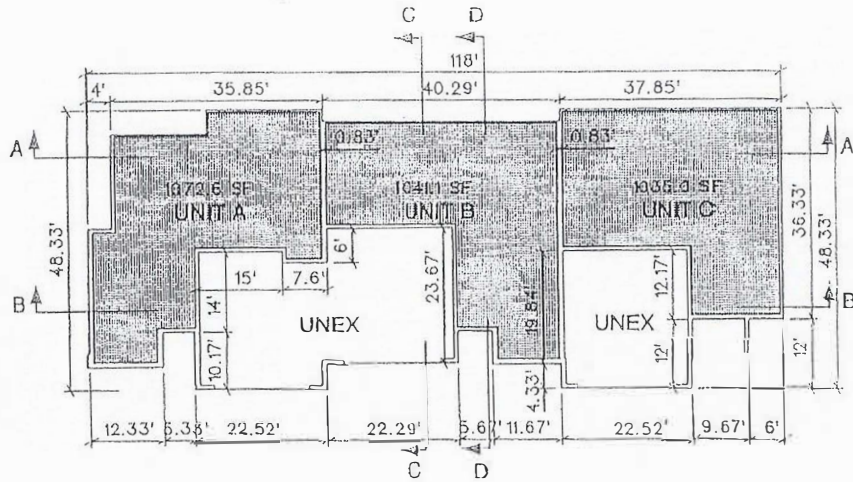
LEGEND

- WATER MAIN
--- STORM SEWER
--- SANITARY SEWER
A HYDRANT
o WATER MAIN VALVE
o MANHOLE
o-e CATCH BASIN

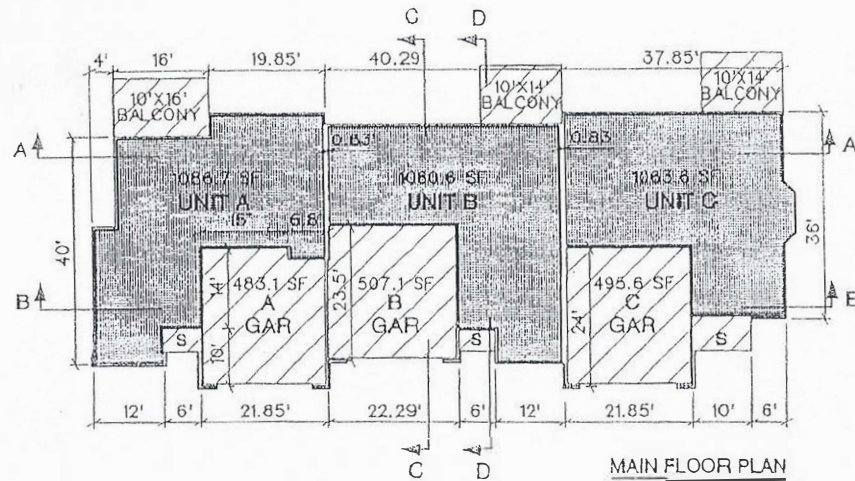
Table with 2 columns: UTILITY and SOURCE. Rows include Water Main (City of Greenville), Storm Sewer (City of Greenville), Sanitary Sewer (City of Greenville), Gas Main (Michigan Consolidated Gas Company), Telephone (AMERITECH), and Electric (Consumer's Energy).

Professional Surveyor Seal for Aaron D. Smith, State of Michigan, Registration No. 0687, dated 10/01/05.

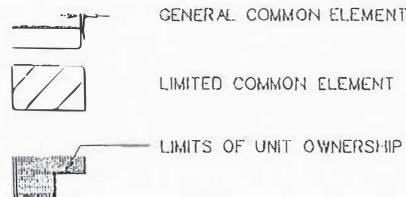
Vertical text on the right margin: HAWTHORNE CONDOMINIUMS II CITY OF GREENVILLE, and other project details.



LOWER FLOOR PLAN

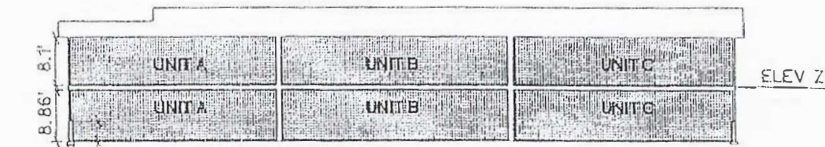


MAIN FLOOR PLAN

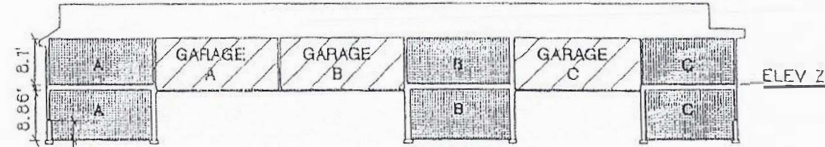


BASED ON PLANS BY:

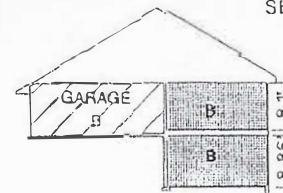
DENNIS CHILDRESS & ASSOCIATES
2876 28TH STREET S.W., SUITE 5
GRANDVILLE, MICHIGAN 49418
PROJECT # 01-028



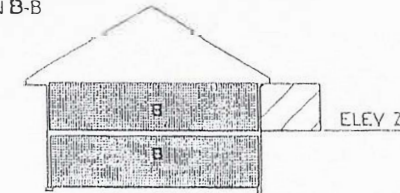
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

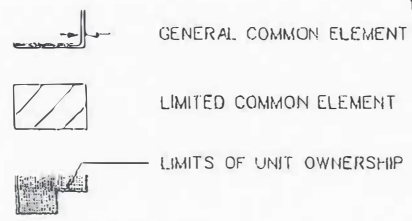
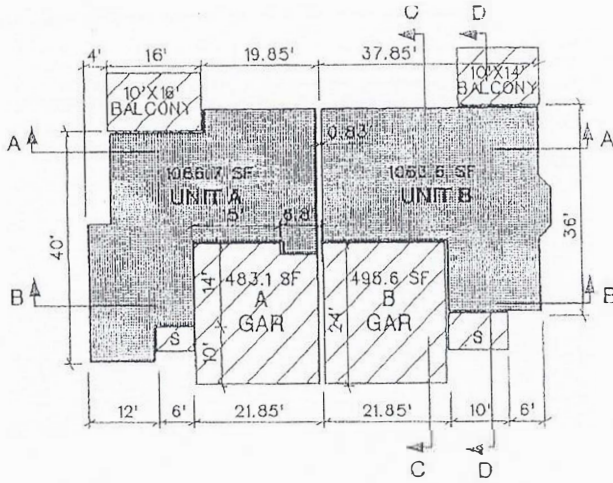
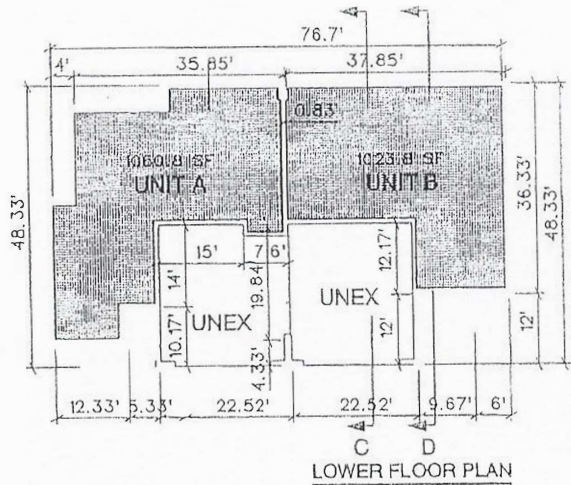
SCHEDULE OF BUILDING & UNIT DATA					
BLDG NO	STATUS	UNIT NO	PERI PLAN	TOTAL AREA	ELEV Z
1	MUST BE BUILT	1	A	2159 SF	890.56
		2	B	2102 SF	890.56
		3	C	2099 SF	890.56
2	MUST BE BUILT	4	A	2159 SF	888.56
		5	B	2102 SF	888.56
		6	C	2099 SF	888.56
3	NEED NOT BE BUILT	7	A	2159 SF	886.01
		8	B	2102 SF	886.01
		9	C	2099 SF	886.01
4	NEED NOT BE BUILT	10	A	2159 SF	883.56
		11	B	2102 SF	883.56
		12	C	2099 SF	883.56
5	NEED NOT BE BUILT	13	A	2159 SF	883.56
		14	B	2102 SF	883.56
		15	C	2099 SF	883.56
6	NEED NOT BE BUILT	16	A	2159 SF	884.16
		17	B	2102 SF	884.16
		18	C	2099 SF	884.16
7	NEED NOT BE BUILT	19	A	2159 SF	885.20
		20	B	2102 SF	883.20
		21	C	2099 SF	883.20
10	MUST BE BUILT	26	A	2159 SF	888.46
		27	B	2102 SF	888.46
		28	C	2099 SF	888.46
11	MUST BE BUILT	29	A	2159 SF	890.36
		30	B	2102 SF	890.36
		31	C	2099 SF	890.36

NOTE: OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

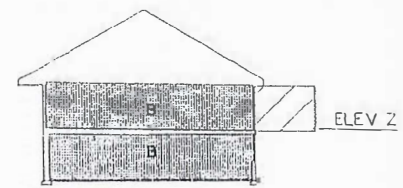
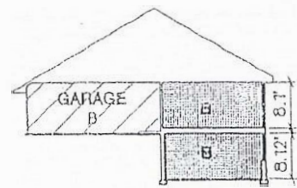
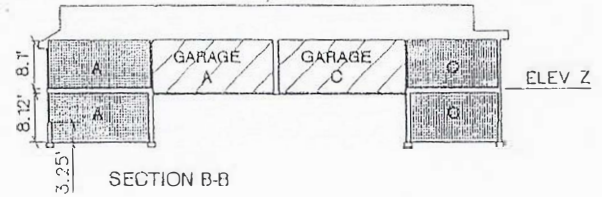
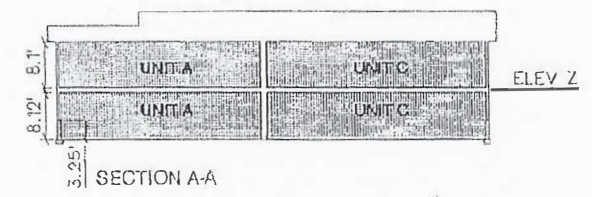
SF SQUARE FOOT
S STOOP
UNEX UNEXCAVATED AREA
GAR GARAGE



HAWTHORNE CONDOMINIUMS II
 CITY OF GREENVILLE
 FLOOR PLANS AND SECTIONS FOR BUILDINGS 1-7
 FILE NO. 55050122
 DATE 7-10-04



BASED ON PLANS BY:
DENNIS CHILDRESS & ASSOCIATES
2876 28TH STREET S.W., SUITE 5
GRANDVILLE, MICHIGAN 49418
PROJECT # 01-028



SCHEDULE OF BUILDING & UNIT DATA					
BLDG NO	STATUS	UNIT NO	PERI PLAN	TOTAL AREA	ELEV Z
8	NEED NOT BE BUILT	22	A	2147 SF	885.16
		23	B	2087 SF	885.16
9	NEED NOT BE BUILT	24	A	2147 SF	887.16
		25	B	2087 SF	887.16

NOTE: OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

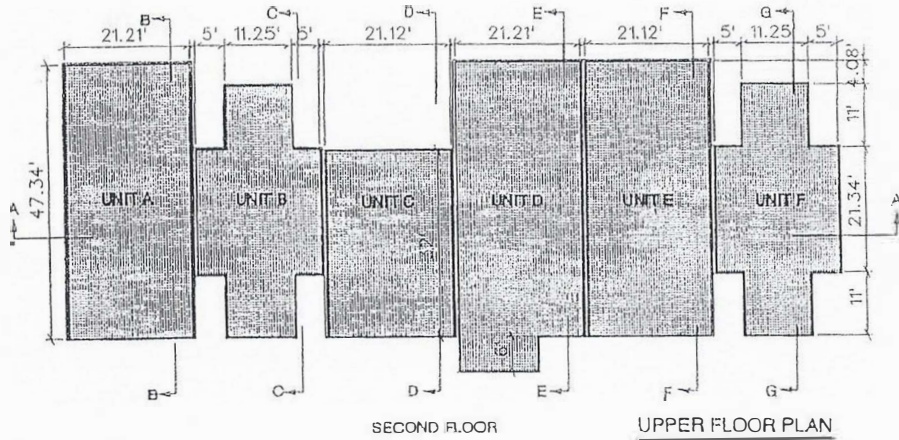
SF SQUARE FOOT
S STOOP
UNEX UNEXCAVATED AREA
GAR GARAGE



Aaron D. Smith
AARON D. SMITH
REGISTRATION NO. 43068
PROGRESSIVE AS
1811 1/2 MILE ROAD, N.E.
GRAND RAPIDS, MI 49525-2442

PROPOSED: DATE 12/01/05

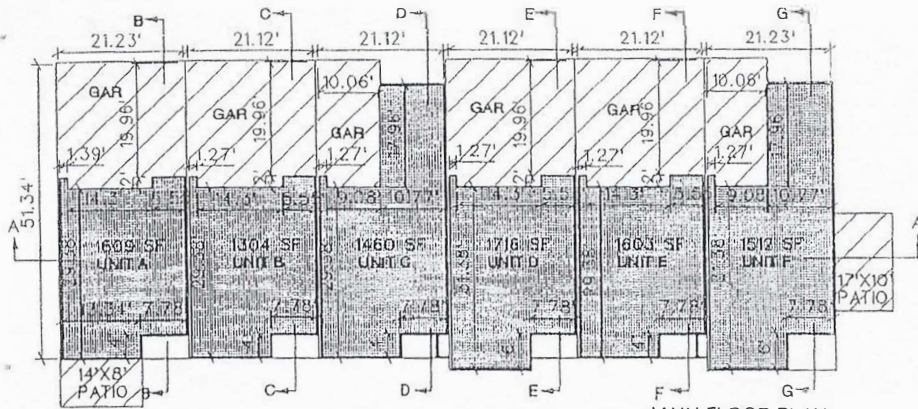
HAWTHORNE CONDOMINIUMS II
 CITY OF GREENVILLE
 FLOOR PLANS AND SECTIONS
 FILE NO. 5308012 2



SECOND FLOOR

UPPER FLOOR PLAN

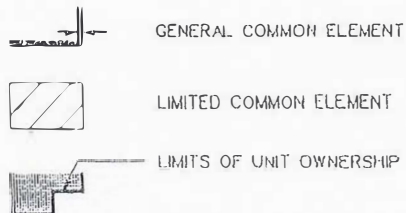
0 10'



MAIN FLOOR

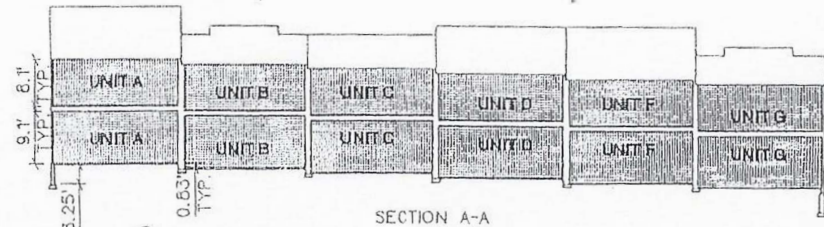
MAIN FLOOR PLAN

0 10'

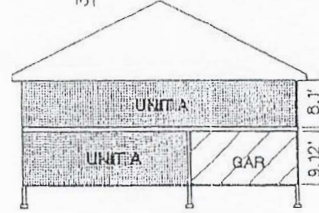


BASED ON PLANS BY:

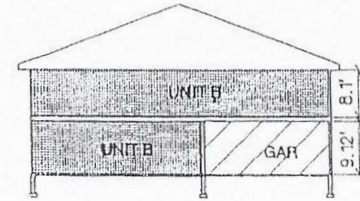
DENNIS CHILDRESS & ASSOCIATES
2876 28TH STREET S.W., SUITE 5
GRANDVILLE, MICHIGAN 49418
PROJECT * 01-026



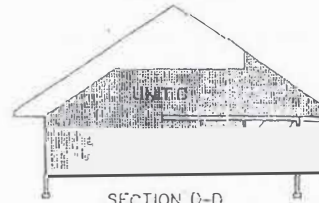
SECTION A-A



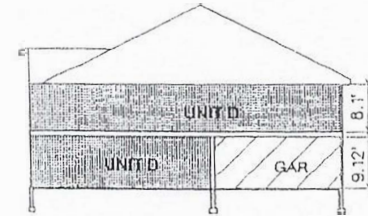
SECTION B-B



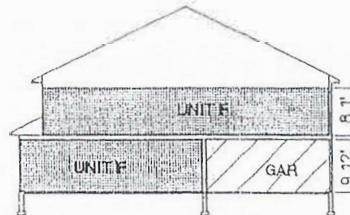
SECTION C-C



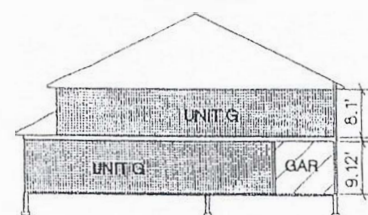
SECTION D-D



SECTION E-E



SECTION F-F



SECTION G-G

SCHEDULE OF BUILDING & UNIT DATA					
BLDG NO	STATUS	UNIT NO	PERI PLAN	TOTAL AREA	ELEV Z
12	MUST BE BUILT	32	A	1609 SF	878.66
		33	B	1304 SF	878.66
		34	C	1460 SF	878.66
		35	D	1716 SF	878.12
		36	E	1603 SF	878.12
		37	F	1512 SF	878.12
13	MUST BE BUILT	38	A	1609 SF	878.62
		39	B	1304 SF	878.62
		40	C	1460 SF	878.62
		41	D	1716 SF	876.97
		42	E	1603 SF	876.97
		43	F	1512 SF	876.97

NOTE: OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED

SF SQUARE FOOT
S STOOP
UNEX UNEXCAVATED AREA
GAR GARAGE



PROGRESSIVE
HAWTHORNE CONDOMINIUMS II
CITY OF GREENVILLE, SC
FLOOR PLANS AND SECTIONS
FILE NO. 53090122



EXHIBIT C
TO MASTER DEED

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Amy Falvey, being duly sworn, deposes and says that:


1. She is employed by the law firm of Timothy R. Newhouse, P.C., which acts as attorney for the developer of Hawthorne Condominiums by Hathaway, a condominium project.

2. On February 24, 2005, I mailed notices to eight (8) governmental agencies as required by Section 71 of the Michigan Condominium Act. The notices were sent by certified mail, return receipt requested, and appropriate receipts from all eight (8) agencies have been received by this law firm.



Amy Falvey

Subscribed and sworn to before me this 24th day of February, 2005.



Timothy R. Newhouse
Notary Public, State of Michigan, County of Kent
My Commission Expires: 11/26/07
Acting in the County of Kent

Drafted by:

Timothy R. Newhouse, P.C.
2465 Byron Station, Suite A
Byron Center, MI 49315
(616) 366-1000