



**MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

(Act 59, Public Acts of 1978)  
as amended

Kalamazoo County Condominium Subdivision Plan No. 196

- (1) Master Deed establishing The Woodlands at Austin Lake, a Condominium Project.
- (2) Exhibit A to Master Deed: Condominium Bylaws of The Woodlands at Austin Lake.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan for The Woodlands at Austin Lake.
- (4) Exhibit C to Master Deed: Legal Description of Property
- (5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (6) Exhibit E to Master Deed: Mortgagee's Consent to Submission of Real Property to Condominium Project

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

This Instrument Drafted by:

John M. Novak  
Miller, Johnson, Snell & Cummiskey, P.L.C.  
303 North Rose Street, Suite 600  
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(269) 226-2976

9600-25-010-F (out of 6)  
Art# 215202

**MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

This Master Deed is made and executed on this 13<sup>th</sup> day of March, 2006, by JAMB LLC, a Michigan limited liability company, hereinafter referred to as "Developer," whose office is situated at 5302 Bala Cynwyd Court, Portage, Michigan 49024, in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Woodlands at Austin Lake, a condominium project under the Act and does declare that The Woodlands at Austin Lake, a Condominium (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as The Woodlands at Austin Lake, a Condominium, Kalamazoo County Condominium Subdivision Plan No. 196. The architectural plans for the Project were approved by the City of Portage. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The buildings contain individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each Co-owner in the condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the common elements of the Condominium Project as are designated by the Master Deed.



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## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described in Exhibit "C", which is hereby incorporated by reference and made a part hereof.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of The Woodlands at Austin Lake Homeowners Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Woodlands at Austin Lake, a Condominium, as a condominium. Wherever used in such documents or any other instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended, including the amendments of Act 538 of the Public Acts of 1982, Act 113 of 1983, and Act 379 of 2000.

B. "Arbitration Association" means the American Arbitration Association or its successor.

C. "Association" shall mean the nonprofit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to be done by 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 Woodlands at Austin Lake Homeowners Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

E. "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

F. "Condominium Bylaws" means Exhibit A attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners as required by Section 3(8) of the Act to be recorded as part of the Master Deed.

G. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B attached hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Woodlands at Austin Lake, a Condominium, as described above.

I. "Condominium Project," "Condominium" or "Project" means The Woodlands at Austin Lake, as a condominium project established in conformity with the provisions of the Act.

J. "Condominium Subdivision Plan" means Exhibit B attached hereto.

K. "Consolidating Master Deed" means the final amended Master Deed which shall describe The Woodlands at Austin Lake, a Condominium, as a completed Condominium Project and shall reflect the entire land area of the Condominium, and all Units and common elements therein, which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Kalamazoo County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for The Woodlands at Austin Lake, a Condominium.

L. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." Developer is a Co-owner as long as Developer owns one or more Units. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents.

M. "Developer" shall mean JAMB LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

N. "Development and Sales Period," for purposes of the Condominium Documents and the rights reserved by the Developer and its successors thereunder, shall be deemed to continue for as long as the Developer continues to own any Unit in the Project.

O. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in The Woodlands at Austin Lake, a Condominium, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Unit" as defined in the Act.

P. "General Common Elements" means the common elements other than the limited common elements.

Q. "Limited Common Elements" means a portion of the common elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

R. "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the Condominium By-Laws and Condominium Subdivision Plan are attached as Exhibits.



S. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium premises and may include the United States Department of Housing and Urban Development, or any successor thereto or assignee thereof, if any mortgage on all or any portion of the Condominium premises is insured by the Department of Housing and Urban Development.

T. "Percentage of value" means the percentage assigned to each condominium Unit in Article V of this Master Deed. The percentages of value of all Units shall total one hundred percent (100%).

U. "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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

## ARTICLE IV

### COMMON ELEMENTS

The common elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

1. The land described in Article II hereof, including the private roads, sidewalks, stairways, mechanical rooms, trail system, recreational elements, walkways, woodlands, wetlands, gazebo, fire pit, lawns, trees, shrubs and other plantings located on the land not identified as limited common elements;

2. Exclusive of any wiring and equipment owned by any utility or governmental entity, all electrical wiring located on the Condominium Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical plugs, fixtures and switches in any Unit, plus all service panels, circuit breakers and related equipment which serves more than one Unit in the Condominium Project (it being the intent hereof to include all electrical wiring and electrical service equipment as a General Common Element unless (i) it is owned by a utility or governmental entity, or (ii) it exclusively serves a single Unit or a Limited Common Element appurtenant thereto);

3. Exclusive of any wiring and equipment owned by any utility or governmental entity, the telephone wiring network throughout the Project up to the point

of connection with, but not including the telephone plug, telephone equipment within a Unit;

4. Exclusive of any pipes and equipment owned by any utility or governmental entity, the gas line network throughout the Project up to the point of connection with gas fixtures within a Unit;

5. Exclusive of any pipes and equipment owned by any utility or governmental entity, the water distribution system throughout the Project, up to the point of connection with plumbing fixtures within a Unit;

6. Exclusive of any pipes and equipment owned by any utility or governmental entity, the water and waste disposal system throughout the Project, up to the point of connection with plumbing fixtures and appurtenances within any Unit;

7. Exclusive of any pipes and equipment owned by any utility or governmental entity, the storm drainage system throughout the Project;

8. The heating, ventilating and air conditioning systems serving the Condominium Project, exclusive of heaters, furnaces, ventilators and air conditioners which exclusively serve a Unit or a Limited Common Element appurtenant thereto;

9. Foundations, supporting columns, trusses, Unit perimeter walls and other walls as shown on the Condominium Subdivision Plan (including windows and doors therein, except as otherwise set forth herein), stairways and corridors, roofs, ceilings, ground level construction, floor construction between Unit levels, if any, and any space between the ceiling and the roof and between the ground or foundation and the ground level construction;

10. All beneficial easements, if any, which may exist from time to time lying outside the Condominium Project and which provide ingress, egress, and utilities or other services required by the Project;

11. The cable television transmission system, if any, throughout the Project, up to the point of entry into each Unit; and

12. Such other Elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The limited common elements are:

1. Each individual deck, patio or porch in the Project is restricted to use to the Co-owner of the Unit which opens into such deck, patio or porch as shall be shown on Exhibit "B";

2. The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit, windows, screens, sliders, doors, shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit;

3. The heating and cooling system for each Unit shall be a limited common element appurtenant to the Unit it serves; and

4. Each driveway leading to a garage shall be a limited common element.

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

1. The costs of maintenance, repair and replacement of each individual deck, patio or porch described in Article IV B 1 above shall be borne by the Co-owner of the Unit to which such limited common element appertains;

2. The costs of maintenance, repair and replacement of the roads, sidewalks and parking areas described in Article IV A 1 shall be borne by the Association;

3. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV B 2 above shall be borne by the Co-owner of each Unit to which such limited common elements are appurtenant;

4. The costs of maintenance, repair and replacement of the screens and sliders referred to in Article IV B 2 above shall be borne by the Co-owner of each Unit to which such limited common elements are appurtenant;

5. The costs of maintenance, repair and replacement of the heating and cooling system described in Article IV B 3 above shall be borne by the Co-owner of the Unit to which such limited common element appertains;

6. The costs of maintenance, repair and replacement of the driveways leading to garages described in Article IV B 4 above shall be borne by the Association; and

7. The costs of maintenance, repair and replacement of all other general and limited common elements shall be borne by the Association.

Notwithstanding the above, the provisions contained in Section 47a(3) of the Act shall govern the relative responsibilities for maintenance, repair and replacement of exterior improvements or modifications made by a Co-owner pursuant to Section 47a of the Act. No Co-owner shall use his Unit or the common elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the common elements. Except as provided in Section 47a of the Act, no Co-owner shall make any alterations, modifications or improvement



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to any General Common Element or Limited Common Elements without first obtaining the requisite vote to amend this Master Deed.

**ARTICLE V**

**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Woodlands at Austin Lake, a Condominium, as surveyed by Gove Associates, and attached hereto as Exhibit "B." Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit B have been or will be physically measured by Gove Associates. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

B. The percentages of value assigned to each Unit is set forth in subparagraph C, below. The percentage of value assigned to each Unit shall be determinative of the undivided interest of a Co-owner in the common elements and of the proportionate share of each of the respective Co-owners in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the project is one hundred (100). The percentage of value allocated to each Unit may be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded. The percentages of value were determined on a formula based on an allocation of expenses of maintenance which are equal.

C. The percentage of value assigned to each Unit shall be equal, and assigned a 4.167% percentage of value.

**ARTICLE VI**

**EXPANSION OF CONDOMINIUM**

The Condominium Project established pursuant to the initial Master Deed of The Woodlands at Austin Lake consisting of twenty-four (24) Units is intended to be the first phase ("Phase I") of an expansion project to contain in its entirety a maximum of seventy-eight (78) anticipated Units. The additional fifty-four (54) Units, if any, will be constructed upon all of the following described land:



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Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

Commencing at the East Quarter corner of Section 25, Town 3 South, Range 11 West and running thence West along the East and West Quarter line of said Section 1459.25 feet; for the Point of Beginning of this Description; thence continuing West along said line 934.25 feet to the Easterly line of the former Pennsylvania Railroad right of way; thence North 21°-02'-20" West along said line 244.62 feet; thence North 79°-51'-57" East 128.52 feet; thence North 87°-46'-08" East 159.74 feet; thence North 43°-28'-21" East 219.95 feet; thence North 65°-44'-24" East 82.44 feet; thence North 55°-51'-41" East 109.56 feet; thence East 77.22 feet; thence South 34°-32'-33" East 67.64 feet; thence South 15°-56'-43" East 94.32 feet; thence North 89°-48'-48" East 277.29 feet; thence South 366.62 to the Place of Beginning;

and

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

Commencing at the East Quarter corner of Section 25, Town 3 South, Range 11 West and running thence West along the East and West Quarter line of said Section 1459.25 feet; thence continuing West along said line 934.25 feet to the Easterly line of the former Pennsylvania Railroad right of way; thence North 21°-02'-20" East along said line 244.62 feet; for the Point of Beginning of this Description thence North 21°-02'-20" West along said line 1137.17 feet to the North line of the South half of the North half of Section 25 and the South line of the Plat of Summer Home Park as recorded in Liber 8 of Plats, Page 56, Kalamazoo County Records; thence North 89°- 23'-23" East along said line 244.98 feet; thence South 27°-24'-50" East 20.20 feet; thence South 46°-56'-54" East 45.09 feet; thence South 36°-31'-02" East 64.08 feet; thence South 12°-38'- 16" East 42.08 feet; thence South 34°-47'-38" East 31.54 feet; thence South 51°-32'-26" East 79.86 feet; thence South 52°-21'-42" East 178.94 feet; thence South 12°-38'-47" East 270.93 feet; thence South 26°-13'-31" West 39.32 feet; thence South 06°-21'-11" East 24.84 feet; thence South 36°-59'-51" East 131.87 feet; thence South 39°-11'-35" East 97.52 feet; thence South 63°-26'-27" East 55.65 feet; thence South 70°-09'-21" East 56.84 feet; thence South 43°- 28'-21" West 219.95 feet; thence South 87°-46'-08" West 159.74 feet; thence South 79°-51'-57" West 128.52 feet to the Place of Beginning.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date that his Master Deed was recorded, be increased by the addition to this Condominium of any portion of the future development and the construction of fifty-four (54) Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be compatible with Phase I and shall be determined by the Developer in its sole judgment and as may be approved by the City of Portage.



Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed.

The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various Units and on allocable expenses of maintenance; PROVIDED, HOWEVER, that in such amendment or amendments the percentages of value assigned to each Unit in Article V hereof shall be reasonably reallocated as may be necessary to adequately describe and service the additional section or sections being added to the Project by such amendment.

In connection with any such amendment(s), Developer shall have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the future development, and to provide access to any Unit that is located on, or planned for the future development, from the roadways and sidewalks located in the Project.

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.



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## ARTICLE VII

### CONTRACTIBLE CONDOMINIUM

The Woodlands at Austin Lake is established as a contractible condominium in accordance with the provisions of this Article VII:

A. Developer reserves the right, but not an obligation, to contract the Condominium.

B. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article VII. The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium; and Developer may, in its discretion, establish all or a portion of the additional land described herein as a rental development, a separate condominium or any other form of development.

C. The Developer's right to contract the condominium project shall be governed by Section 67(3) of the Act.

D. Any land withdrawn from the condominium by a contraction may not be added back to the condominium in any subsequent expansion.

E. The land which may be withdrawn from the Condominium includes all land described in Article II hereof but does not include the land occupied by any building in which any Unit has been conveyed to a non-developer Co-owner and the roadway and common elements adjacent to such building or buildings and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance or building authority. The land which may be withdrawn may be withdrawn as one parcel or in separate parcels at different times in any order, the boundaries of which separate parcels shall exclude any land necessary to service the remaining buildings and Units for roads, ingress and egress, and the aforesaid setback and space requirements.

F. The minimum number of Units which may remain after the contraction is two (2) Units.

G. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing percentages of value of



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condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article V of this Master Deed.

H. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, not later than one (1) year after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

## **ARTICLE VIII**

### **EASEMENTS**

#### **A. EASEMENTS GRANTED TO CO-OWNERS**

1. **Easement For Maintenance Of Encroachments.** In the event any portion of a Unit or common element encroaches upon another Unit or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and duct work in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

#### **B. EASEMENTS RETAINED BY DEVELOPER**

1. **Roadway Easements.** Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expense times a fraction, the numerator of which is the number of dwelling Units in this condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

2. **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the condominium premises, including, but not



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limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. Developer reserves the right to grant to third parties additional easements as may be required to supply additional services to the Condominium or any addition or expansion thereof.

3. **Other Utility Easements.** The Condominium is benefited and burdened with typical utility easements. The Developer reserves the right to grant to third parties additional easements as may be required to supply additional services to the Condominium.

#### C. **STATUTORY EASEMENTS**

Pursuant to Section 67(3) of the Act, certain utility and access easements may be created through the Project for the benefit of undeveloped portions of the Project.

#### D. **NO OBLIGATION TO DEVELOP**

Nothing herein contained, however, shall in any way obligate Developer to develop the additional area described in Article VI and the Developer (or its successors and assigns), may in its discretion, establish all or a portion of said future development as a separate condominium project (or projects) or any other form of development.

### **ARTICLE IX**

#### **RIGHT TO WITHDRAW - AUTOMATIC CONVERSION**

Notwithstanding anything to the contrary contained in this Master Deed, if the Developer has not completed development and construction of Units or improvements in the Project that are identified as "need not be built", during a period ending (10) ten years after the date of commencement of construction, or if the Developer exercises its contraction or expansion rights, then the time period shall be six (6) years from the date the Developer last exercised such rights, the Developer, its successors, or assigns has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, mortgagees of Units in the Project, or any other party having an interest in the Project. Any undeveloped portions so removed from the Project shall automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions. If the Developer fails to so withdraw any undeveloped portions of the Project before the expiration of this time period, then such lands shall remain a part of the Project as general common elements and all rights to construct Units upon that land shall cease. In such event, if necessary, the Association or a Co-owner may commence an action to revise the percentages of value to adjust for the existence of fewer Units in the Project.



## ARTICLE X

### AMENDMENT AND TERMINATION

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Kalamazoo County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

C. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the dimensions of unsold condominium Units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or of the State of Michigan.

1. The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and in some instances, two-thirds (2/3) of the mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the formula used to determine Percentages of Value for the Project be modified without the consent of each affected Co-owner. The provisions relating to the ability or terms under which a Unit may be rented may not be amended without the Developer's consent, as long as the Developer owns a Unit. The affirmative vote of two-thirds (2/3) of Co-owners is considered two-thirds (2/3) of all Co-owners entitled to vote as of the record date for such votes. Rights reserved by the Developer herein, including without limitation rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each Unit in the project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a Unit. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots as described in Section 90a of the Act. Any mortgagee ballot not returned within ninety (90) days of mailing shall be counted as approval for the change.

2. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer, its successors or assigns. However, after the transitional control date, Section 112(1) of the Act shall



control the passage of amendments affecting the rights of Co-owners and the Developer to lease Units.

3. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments proposed by the Board of Directors or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

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

1. Agreement of the required number of Co-owners to termination of the Project shall be evidenced by their execution of the termination agreement or of ramifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. 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 thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the Condominium Unit.

3. 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.

4. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must be submitted to the administrator.

## ARTICLE XI

### MORTGAGEE VOTES

To the extent that the Act or these Condominium Documents require a vote of mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act control. Only those mortgagees who hold a first recorded mortgage or a recorded assignment of a first mortgage against one or more Units in the Project are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

- A. Termination of the Project;
- B. A change in the method or formula used to determine percentage of value assigned to a Unit subject to the mortgagee's mortgage;
- C. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant limited common elements, or the general common elements from the Association to the Unit subject to the mortgagee's mortgage.
- D. Elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- E. The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- F. The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project.

**ARTICLE XII**

**SUBDIVISION, CONSOLIDATION AND OTHER  
MODIFICATIONS OF UNITS; ASSIGNMENT AND REASSIGNMENT  
OF LIMITED COMMON ELEMENTS**

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article and subject to any and all ordinances and approval rights of the City of Portage. Any such changes in an affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

A. **By Developer.** Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

1. **Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.



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2. **Consolidate Contiguous Units.** Consolidate under single ownership two (2) or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

3. **Relocate Boundaries.** Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

4. **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. 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 amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

B. **By Co-owners.** One or more Co-owners may undertake:



1. **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act and upon approval for an amendment to this Master Deed as set forth above. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request; provided however, the sum of the percentages of the resulting Units shall equal the percentage of value previously assigned to the original Unit. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Kalamazoo County Register of Deeds.

2. **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two (2) or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (providing a total percentage of value for the resulting Unit or Units which shall be equal to the total percentages of the original Units) and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Kalamazoo County Register of Deeds.

3. **Developer and Co-owner Approvals.** By inclusion of this Article XII, Developer does not represent or warrant that the Developer, any Co-owner or local government unit will or is required to approve the modification of any Unit whatsoever.

C. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article XII.

JAMB LLC  
a Michigan limited liability company

By: Raymond W. Patterson  
Raymond W. Patterson  
Its: Member

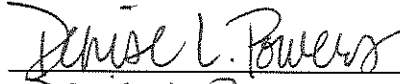


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STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KALAMAZOO )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2006, by Raymond W. Patterson, a Member, on behalf of JAMB LLC, a Michigan limited liability company, on behalf of the company.

  
\_\_\_\_\_  
Denise L. Powers Notary Public  
State of Michigan, County of Kalamazoo  
My Commission Expires: 7/14/2012  
Acting in the County of Kalamazoo

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EXHIBIT A  
**CONDOMINIUM BYLAWS**  
**THE WOODLANDS AT AUSTIN LAKE**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

Section 1. Organization. The Woodlands at Austin Lake, a residential condominium project located in the City of Portage, Kalamazoo County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.



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

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of Co-owners qualified to cast thirty-three percent (33%) in number of all possible votes shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in number of the votes cast whether in person, by telecommunication, or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. Books and Account. The Association shall keep detailed books of account showing all expenditures and receipts of administration 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 the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable



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working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be examined at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants nor does such examination need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the examination report within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such examination and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws. If a member is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties 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 be responsible specifically for the following:

(i) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

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

(iii) To carry insurance and collect and allocate the proceeds thereof.

(iv) To rebuild improvements after casualty.

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

(vi) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(vii) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.

(viii) To make rules and regulations in accordance with Article VI, Section 17 of these Bylaws.

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

(x) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

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

(b) The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. A service contract which exists between the Association of Co-owners and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association of Co-owners on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any



management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association of Co-owners by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 6. Indemnity. Every Director and every Officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. First Annual Meeting. The First Annual Meeting of the Members of the Association may be convened by any Director and may be called, at any time after fifty percent (50%) in value and in number of all Units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such First Annual Meeting be held later than one hundred twenty (120) days after eighty percent (80%) of all Units in all phases in the condominium have been sold and the purchasers thereof qualified as members of the Association or fifty-four (54) months after the first conveyance to a non-developer Co-owner, whichever first occurs. The date, time and place of such First Annual Meeting shall be set by the Board of



Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws.

Section 8. Advisory Committee. A three member advisory committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project Board of Directors for the purpose of facilitating communications and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-developer Co-owners.

Section 9. Appointment and Election of Board of Directors. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the project or as long as ten percent (10%) of the Units remain that may be created.

Section 10. Elections after 54 Months of First Conveyance. Notwithstanding the formula provided in Section 9, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project, if title to not less than seventy-five (75%) of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect as provided in the condominium documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentage of Units they hold, and the Developer has the right to elect as provided in the condominium documents, a number of members of the board equal to the percentage of Units which are owned by Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 9. Application of this Section does not require a change in the size of the Board as determined in the condominium documents.

Section 11. Fractional Numbers. If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under Section 9, or if the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners under Section 10 results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the



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number of members of the Board that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board. Application of this Section shall not eliminate the right of the Developer to designate one (1) member as provided in Section 9.

## ARTICLE II

### ASSESSMENTS

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Costs and Receipts to be Common. 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 Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular quarterly payments, paid in advance, as set forth in Section 4 below rather than by special assessments. As a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project.

The Association of Co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for each year shall be established based upon the budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common



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Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000) annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for capital improvements for additions of a cost exceeding Five Thousand Dollars (\$5,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

(c) Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, prorata as to the percentages of value so that the total of such expenses equal the total of such assessments.

(d) Notwithstanding anything herein to the contrary, every purchaser of a Unit in the Condominium, whether initial purchaser or successor purchaser, shall pay a one time, non-refundable, buy-in fee to the Association prior or at Closing, that is equal to the greater of \$500 or the then current monthly assessment amount, which will be documented as if the regular assessments to the Co-owners were paid on a monthly basis.

Section 4. Collection of Assessments. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in four (4) equal quarterly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.



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Section 5. Nonuse. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Collection of Delinquent Assessments.

(a) The Association may enforce collection of delinquent assessments, together with interest, on such sums, collection and late charges advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines (“other charges”) by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments and the other charges. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The redemption period is six (6) months from the date of sale unless the property is abandoned in which event the redemption period is one (1) month from the date of sale.

(b) 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 herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall 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) and the other charges, is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SECTION AND THAT HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE BY ADVERTISEMENT THE LIEN FOR NONPAYMENT OF ASSESSMENTS AND OTHER CHARGES AND A HEARING ON THE SAME PRIOR TO THE SALE OF THE SUBJECT UNIT.

(c) Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address or a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (i) the affiant’s capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of

Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

(d) If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The other charges shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Mortgages. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit except for assessments that have priority over the first mortgage under Section 108 of the Act.

The Co-owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108 (9) of the Act.

Section 8. Obligations of Developer for Assessments. The Developer shall be deemed to be a Co-owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed but shall not be responsible for the payment of assessments in accordance with this Article until an occupancy permit has been issued. Once this permit has been issued, the Developer will then be responsible for the payment of a prorata share of the Association's actual expenses attributable to such Unit.



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Section 9. Taxes and Special Assessments of Unit. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Construction Liens. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Request for Statement of Unpaid Assessments. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments and other charges thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and other charges as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments and other charges as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the other charges and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act.

### ARTICLE III

### ARBITRATION

Section 1. Consent to Arbitrate. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Absence of Consent to Arbitrate. Absent a written consent and election to arbitrate, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Arbitration Bar to Litigation. A written consent and election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.



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## ARTICLE IV

### INSURANCE

Section 1. Insurance. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Each Co-owner or tenant, if applicable, shall obtain insurance coverage at his own expense for his personal property and improvements located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(c) If a Co-owner makes an exterior improvement or modification allowed under Section 47a of the Act, the Co-owner shall maintain liability insurance as provided in Section 47a(3) underwritten by an insurer authorized to do business in Michigan and naming the Association as an additional insured.

(d) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project



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unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Appointment of Association. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Decision to Reconstruct or Repair. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

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

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Prior Condition. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Responsibility for Repair. If the damage is to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Repair of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of all improvements to his Unit, including, but not limited to, all dwellings, floor coverings, wall coverings, window shades, draperies, interior and exterior



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walls, interior trim, furniture, light fixtures, all appliances, plumbing fixtures, heating and cooling system and equipment.

Section 5. Repair of Common Elements. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Eminent Domain. In the event of any taking by eminent domain, the provisions of Section 133 of the Act (Act 538 of the Public Acts of 1982) shall be controlling.

Section 7. FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000).

Section 8. Distribution of Proceeds. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. Allowable Uses. No Unit in the Condominium shall be used for other than single-family residence purposes; and the common elements shall only be used for purposes consistent with single-family occupancy. A single family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption. Boardinghouses and the rental of rooms are prohibited.

Section 2. Permitted Home Occupations. Home occupations will be considered part of a single-family residential use only if the home occupations are conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, the home occupation use is clearly identical and secondary to the use of

the residence for dwelling purposes, and the use does not change the character thereof. To qualify as a permitted home occupation, there must be:

- (i) no sign or display that indicates from the exterior that the residence is being used in whole or in part for any purpose other than that of a dwelling;
- (ii) no commodities sold on the premises;
- (iii) no person employed other than a member of the immediate family residing on the premises; and
- (iv) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

In any event, a barber shop, styling salon, beauty parlor, tea room, fortune-telling, animal hospital or any animal care or treatment use such as dog trimming, shall not be construed as a permitted home occupation. Although garage sales are included in the prohibited uses (since commodities are sold at garage sales), garage sales are permitted as long as they are occasional (no more than two per year for each Unit) and do not materially diminish the reputation of the Condominium. The Association may further prohibit, limit, or restrict garage sales by rules adopted by the Association. No business or commercial activity shall be conducted on the Condominium Premises, except as permitted as described above and except as permitted by the Developer in Section 14.

Section 3. Alterations. No Co-owner shall make any alterations, modification or improvements to any General Common Element from the way it was originally constructed by the Developer, or as it exists in its natural state, including, without limitation, installing landscaping devices or objects or erecting antennae, lights, aerials, recreational devices, flag poles or other exterior attachments or modifications. Notwithstanding the above, a Co-owner may make improvements or modifications to the Co-owner's Unit, including improvements or modifications to common elements and to the route from the public way to the door of the Co-owner's Unit, at his or her expense, if they are made pursuant to the terms and conditions contained in Section 47(a) of the Act.

Section 4. Prohibited Uses. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. General Common Areas. Landscaped areas, trails, footpaths, roads, and in general, all of the General Common Elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously



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intended. All landscaped areas, trails, footpaths and General Common areas are restricted to non-motorized pedestrian travel or recreational use. Use of any recreational facilities in the condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 6. Animals. No more than two (2) domestic animals as house pets (such as dogs and cats) shall be permitted in a Unit. No animals, birds, fowl or other animals shall be used for breeding purposes in the Condominium. Pet owners will have full responsibility for damage to persons or property caused by their pets. No savage or dangerous animal shall be kept on the premises. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements, limited or general. The term "animal" as used in this Section, shall not include small animals which are constantly caged or confined such as birds or fish. Co-owners shall assume total responsibility for their pets' waste.

Section 7. Obstructions. Sidewalks, yards, courtyards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium for over forty-eight (48) hours for more than two (2) periods during any month, unless parked in garages. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In no event shall vehicles not in operable condition be permitted to be stored or parked on the condominium premises.

Section 9. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 10. Satellite Dishes. Prior to installing an exterior antenna, aerial or satellite dish, a written request for permission shall be submitted by the applicant to the Board of Directors detailing the location of the proposed installation, the size, design and color of the antenna, aerial or dish and the manner of attachment to the Unit. The Board of Directors shall have ten (10) days to respond. If permission is denied the Board of Directors shall state its reasons and any proposed alternatives that will be permitted. If the Board of Directors does not respond within ten (10) days, it will be deemed to have given its consent.



- (a) Satellite dishes exceeding one (1) meter in diameter are prohibited.
- (b) Satellite dishes are permitted on a Unit, subject to the following conditions and restrictions:
  - (i) No dish shall rise above the roof line of the building within which the Unit is located without the prior written approval of the Board of Directors;
  - (ii) The Board of Directors may require the dish to be painted so as to blend in with its surroundings;
  - (iii) The applicant shall be responsible for maintaining the dish in a safe condition;
  - (iv) In order to maintain the exterior appearance, the Co-owner shall install the dish, when consistent with receiving an acceptable quality signal, so that the dish is not visible from the street and the Board of Directors may require screening that does not exceed a reasonable cost to applicant. The Board of Directors has determined that a reasonable cost is up to Three Hundred and No/100 Dollars (\$300.00). This determination is based on the value of the buildings in the project and the effect of satellite dishes on the aesthetic appeal of the development.
  - (v) Dishes will not be permitted on Common Areas.

Section 11. Sign. No signs or other advertising devices shall be displayed which are visible from the exterior of a residential dwelling or on the common elements, without written permission from the Association.

Section 12. Accessory Building. No accessory buildings, sheds, or pole barns are permitted.

Section 13. Access. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

Section 14. Lease Procedures. A Co-owner may lease his dwelling Unit for the same purposes set forth in Sections 1 and 2 of this Article VI for a term of not less than one (1) year; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure of deed or other arrangement in lieu of foreclosure. No Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units owned by it in the Condominium in its discretion.



(a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a condominium Unit to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. If Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

(b) Tenants and other occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or other occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising him of the alleged violation by the tenant or other occupant.

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or other occupant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or other occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold the tenant, other occupant and the Co-owner liable for any damages caused by the Co-owner, other occupant or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for assessments, the Association may have written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding and initiate proceedings under Section 112 (4) (b) of the Act.



Section 15. Maintenance. Each Co-owner shall maintain his Unit and any limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. No Co-owner shall make any alterations, modifications or improvements to any Limited or General Common Elements without first obtaining the requisite vote to amend the Master Deed, as provided in Articles IV and X of the Master Deed.

Section 16. Exclusion. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project are sold by Developer, Developer, and its duly authorized agents, representatives and employees shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 17. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 7 of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

## ARTICLE VII

### MORTGAGES

Section 1. Notice of Mortgage. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the



written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

Section 2. Notice of Insurance. The Association shall notify each mortgagee appearing in said 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.

Section 3. Notice of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meetings.

Section 4. Notice of Default. The Association shall, upon the written request of the holder of any mortgage covering any Unit, give written notification to such mortgage holder of any default in the performance of the obligations of the member owning such Unit that is not cured within sixty (60) days.

## ARTICLE VIII

### AMENDMENTS

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

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

Section 3. Vote and Consent Required. These Bylaws may be amended according to the terms and conditions contained in the Master Deed.

## ARTICLE IX

### COMPLIANCE

The Association of Co-owners and all present and future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act will govern.



**ARTICLE X**  
**DEFINITIONS**

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

**ARTICLE XI**  
**REMEDIES FOR DEFAULT**

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include with intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In such proceedings, the Association, or a Co-owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees).

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Comment Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner as prescribed in said Article II, Section 4 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25) for the second violation, Fifty Dollars (\$50) for the third violation or One Hundred Dollars (\$100) for any subsequent violation.



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Section 2. Failure to Enforce. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

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

## ARTICLE XII

### SEVERABILITY

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

## ARTICLE XIII

### CONFLICTING PROVISION

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 Documents having the highest priority shall govern:

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



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MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

EXHIBIT B

See Attached Subdivision Plan



MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

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KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 196

EXHIBIT B TO MASTER DEED OF

# JAMB, LLC

## THE WOODLANDS AT AUSTIN LAKE

### 4301 BRANCH AVENUE

### CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

P-CASE 1 PROPERTY DESCRIPTION

PART OF SECTION 29, TOWN 3 SOUTH, RANGE 11 WEST, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE EAST 1/4 CORNER, SECTION 29, TOWN 3 SOUTH, RANGE 11 WEST AND RUNNING THENCE WEST ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 1487.06 FEET; THENCE CONTINUING NORTH 88.50 FEET; THENCE NORTH 15.29 FEET OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 777.41 FEET TO THE NORTH LINE OF THE SOUTH LINE OF THE SOUTH LINE OF SECTION 29 AND THE SOUTH LINE OF THE PLAT OF SUMMER HOME PARK AS DESCRIBED IN THE DEED OF 552.94 AC. ST. PAGE 59, KALAMAZOO COUNTY RECORDS; THENCE NORTH 69.23/237 EAST 330.72 FEET ALONG THE LINE TO THE SOUTHWESTERLY LINE OF SPRINKLE ROAD; THENCE SOUTH 68.29' 25" EAST ALONG SAID LINE 439.03 FEET; THENCE SOUTH 22.09' 00" WEST 350.02 FEET; THENCE SOUTH 48.98 FEET TO THE POINT OF BEGINNING.

CONTACT NUMBERS:

ARCHITECT TO BE DETERMINED  
 SURVEYOR: GOVE ASSOCIATES, INC.  
 601 PORTAGE STREET  
 KALAMAZOO, MI 49001  
 PHONE: 269-395-0311  
 FAX: 269-392-0812  
 CONTACT: CHARLES GLASSER  
 CELEBRITY: JAMB, LLC  
 5302 BALA CIRCLE, CT  
 PORTAGE, MI 49024  
 OFFICE: 269-384-5667  
 FAX: 269-344-7440  
 CONTRACT: BILL PATTERSON  
 ENGINEER: GOVE ASSOCIATES, INC.  
 821 E. KALAMAZOO ST., SUITE E  
 LANSING, MI 48912  
 PHONE: 517-485-0558  
 CONTACT: BRETT R. STOCKHILL

ATTENTION: COUNTY REGISTER OF DEEDS  
 THE FOLLOWING SIGNATURES IN PLAN NUMBER  
 MUST BE ASSIGNED CONSECUTIVE SEQUENCE  
 WHEN A NUMBER HAS BEEN ASSIGNED TO THIS  
 PROJECT IT MUST BE PRESENTLY SHOWN IN THE  
 CERTIFICATE OF SHEET NO. IN THE SURVEYOR'S  
 OFFICE FILE OF SHEET 2.

**GOVE ASSOCIATES, INC.**  
 ENGINEERS/PLANNERS/SURVEYORS/ARCHITECTS  
 821 E. KALAMAZOO ST., SUITE E  
 LANSING, MICHIGAN 48912  
 P: (517) 485-0555 F: (517) 485-0558

PROPOSED DATE: 03/8/06  
 3 WORKING DAYS BEFORE YOU DIG  
 CALL MISS D.G. 800-482-7771



NO PAGE	SHEET	DATE REVISION
1	COVER SHEET	03/08
2	EXHIBIT A-A1	03/08
3	EXHIBIT A-A2	03/08
4	EXHIBIT B	03/08
5	UTILITY PLAN	03/08
6	SURFACE PLAN	03/08
7	CONCRETE PLAN	03/08

SHEET 1 OF 7 PROJECT NUMBER 196884-1





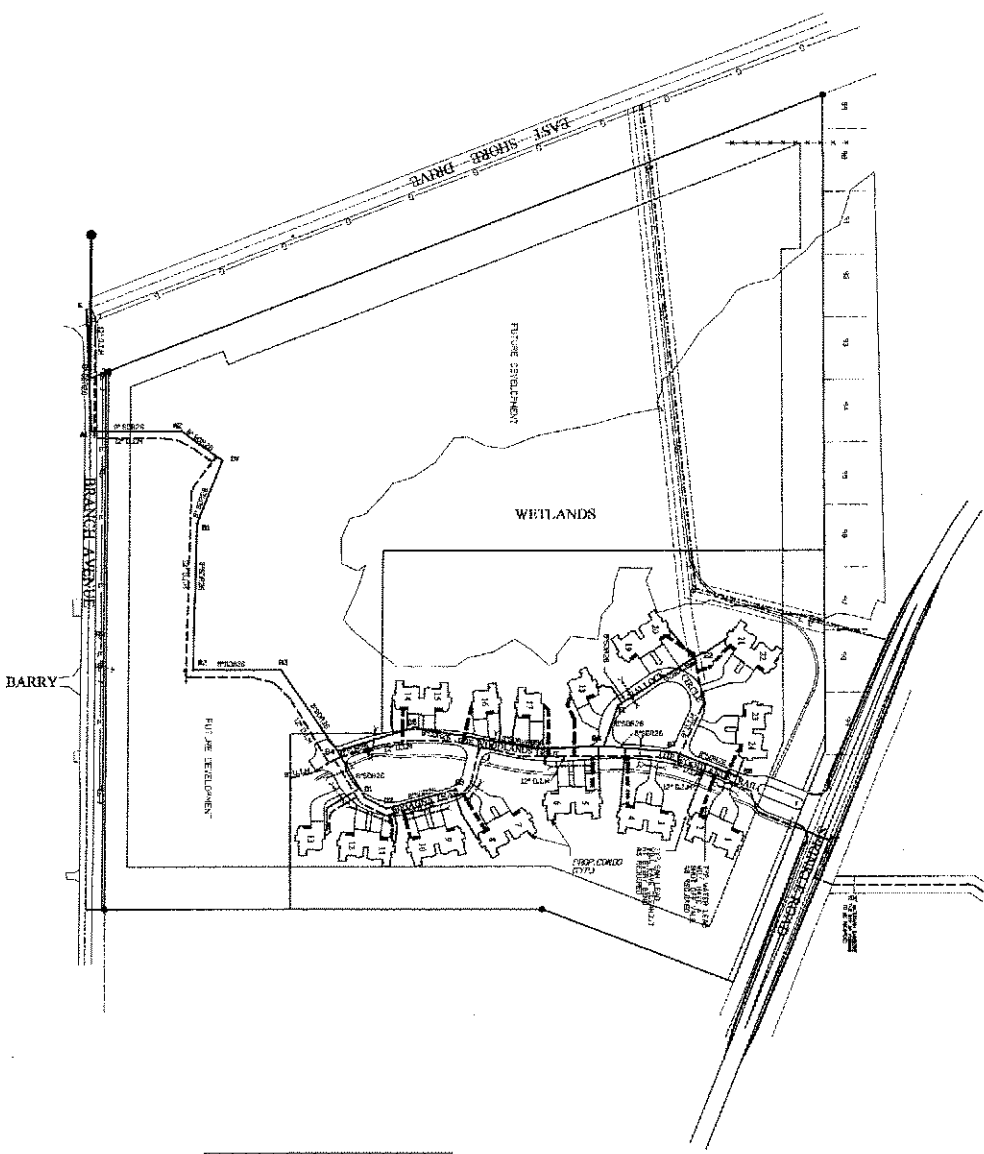






**LEGEND**

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- 100. EXISTING DRIVEWAY



NOTE: EASEMENTS TO THE CITY OF PORTAGE FOR WATER AND SANITARY MAINS TO BE RECORDED AND RECORDED UPON COMPLETION OF CONSTRUCTION.



ISSUE & REVISION	DATE
BLOCK	DATE

ARCHITECTS  
 BRIGGS  
 BRIGGS  
 BRIGGS

GOVE ASSOCIATES, INC.  
 471 E. KALAMAZOO STREET  
 LANSING, MICHIGAN 48921  
 P-4 (313) 483-1315 F-4 (313) 483-0503

SCALE	DATE
CHECKED BY	DATE
APPROVED BY	DATE

UTILITY PLAN  
 OF AT AUSTIN LAKE  
 JAMI, LLC

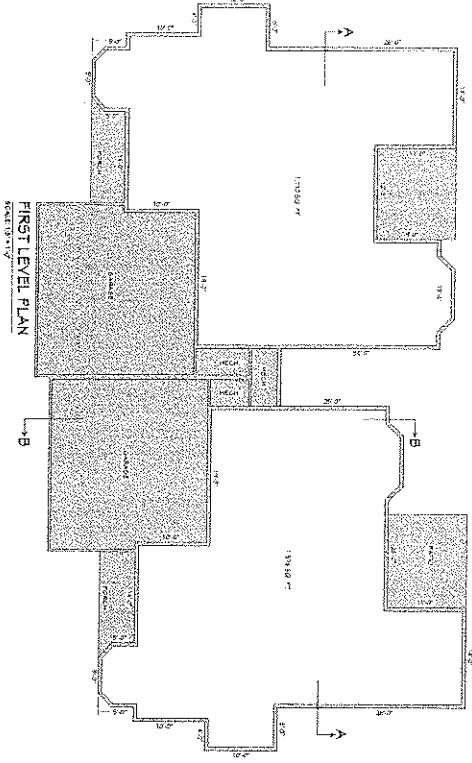
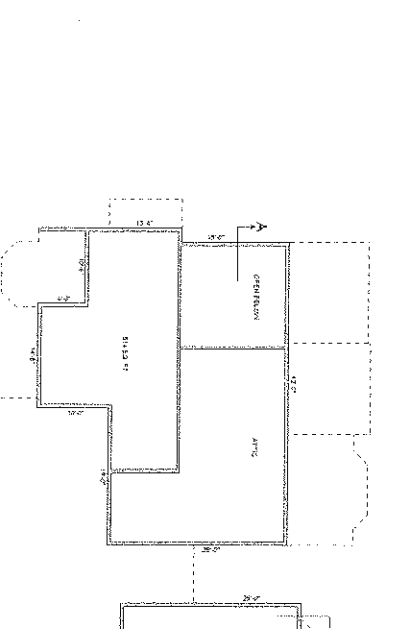
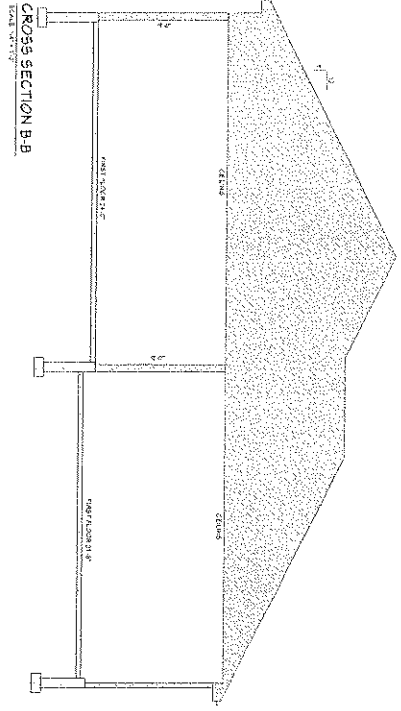
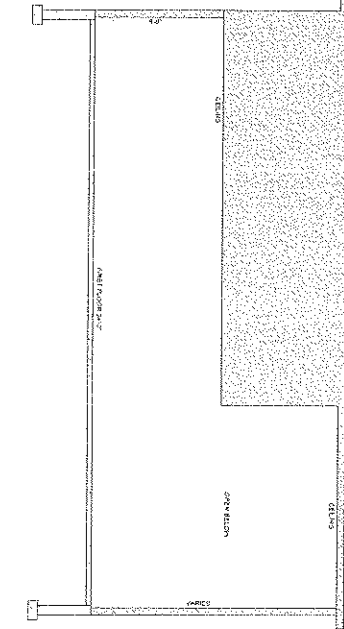
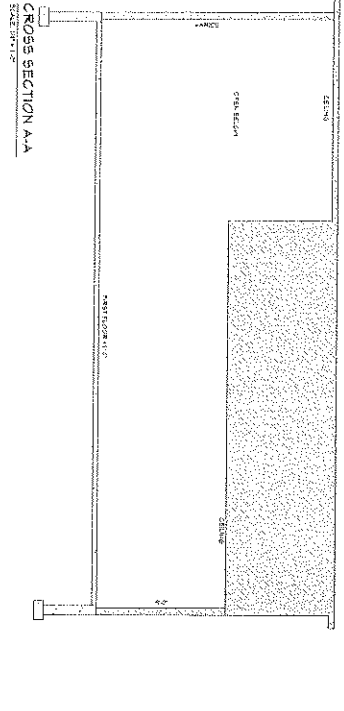
SHEET	PROJECT
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7	Middle-1

PROPOSED DATE: 12/06/06  
 AS-BUILT DATE:



UTILITY	OWNER	SOURCE	STATUS	NOTES
WATER	SPRYCE	DEVELOPER	MUST BE	SHOW ON
SEWER	SPRYCE	DEVELOPER	MUST BE	SHOW ON
GAS	SPRYCE	DEVELOPER	MUST BE	SHOW ON
ELECTRIC	SPRYCE	DEVELOPER	MUST BE	SHOW ON
TELEPHONE & CABLE	SPRYCE	DEVELOPER	MUST BE	SHOW ON
STORM	SPRYCE	DEVELOPER	MUST BE	SHOW ON
METERS	SPRYCE	DEVELOPER	MUST BE	SHOW ON





**LEGEND**

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--- UNFINISHED CEILING

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--- FINISHED WALL

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--- FINISHED ROOF

--- UNFINISHED FLOOR/CEILING

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--- FINISHED WALL/ROOF

--- UNFINISHED FLOOR/WALL

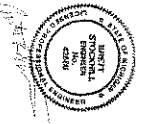
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**MILLER JOHNSON SNELL MSDE-Kalamazoo ROD**

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3-09-2006

PLOT DATE

**THE WOODLANDS AT AUSTIN LAKE**

RESIDENCE HOME OWNER

**JAMB, LLC**

5307 BALLA CYNTHIA CT. PONTIAC, MI 48054 PHONE: 248-226-3321

PREPARED FOR:

**M.A.S. RESIDENTIAL HOUSE PLAN DESIGNERS**

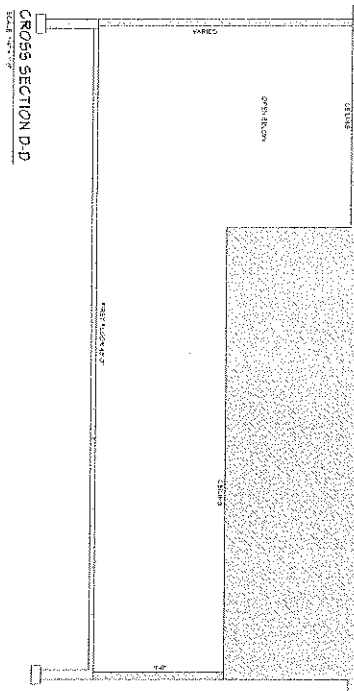
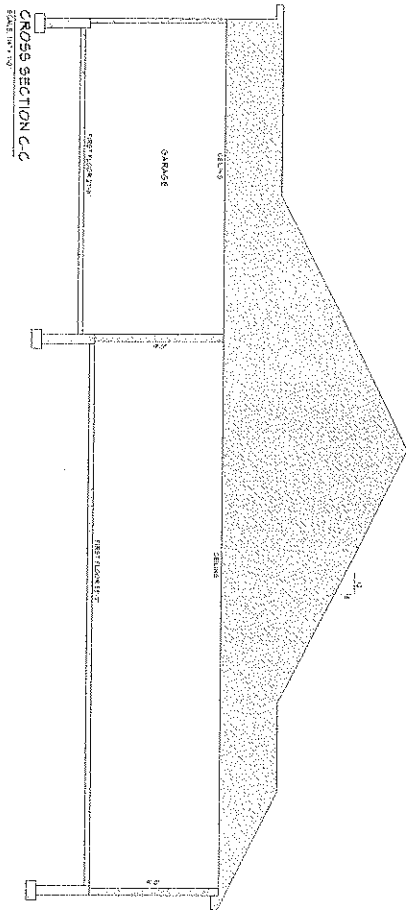
MATTHEW JOHNSON  
11426 HIGHLAND COURT  
BIRMINGHAM, MICHIGAN 48212

PHONE: (517) 646-6075  
FAX: (517) 646-6075  
EMAIL: msr@jmsn.com

100 MILLER JOHNSON SNELL  
100 WALKER RD. BOLLING, MISSISSIPPI

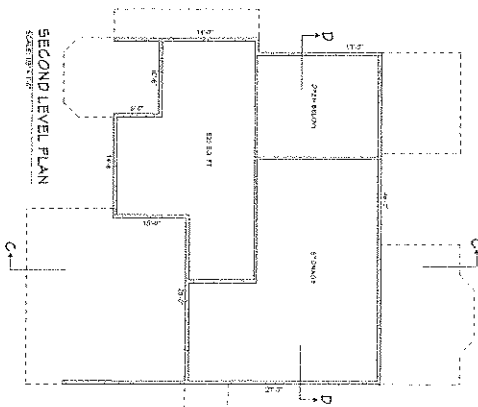
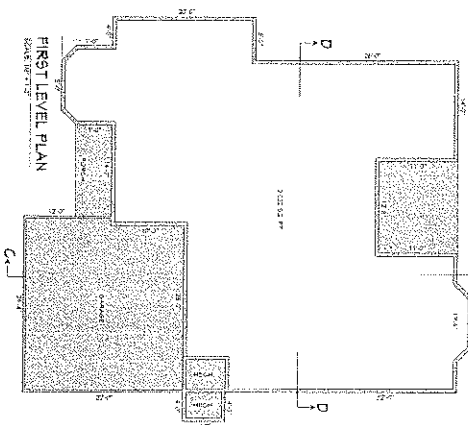
PREPARED BY:





**LEGEND**

GENERAL NOTES:  
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.  
 3. FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.  
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 MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

7 of 7	3-09-2006 PLT/ DATE	THE WOODLANDS AT AUSTIN LAKE RESIDENCE/HOME OWNER	JAMB, LLC 5502 BALA CYPRIOT CT, PORTAGE MI 49024 PHONE: 264-226-1251	M.A.S. RESIDENTIAL HOUSE PLAN DESIGNERS 5575 WOODLAND AVENUE PORTAGE MI 49024 PHONE: 261-71 615 5375 FAX: 261-71 615 5375 EMAIL: mas1@msr.com
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EXHIBIT C

Phase I Description

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

Commencing at the East Quarter corner of Section 25, Town 3 South, Range 11 West and running thence West along the East and West Quarter line of said Section 1459.25 feet; thence North 366.62' for the point of beginning of this description, thence South 89°-48'-48" West 277.29 feet; thence North 15°-56'-43" West 94.32 feet; thence North 34°-32'-33" West 67.64 feet; thence West 77.22 feet; thence South 55°-51'-41" West 109.56 feet; thence South 65°-44'-24" West 82.44 feet; thence North 70°-09'-21" West 56.84 feet; thence North 63°-26'-27" West 55.65 feet; thence North 39°-11'-35" West 97.52 feet; thence North 36°-59'-51" West 131.87 feet; thence North 06°-21'-11" West 24.84 feet; thence North 26°-13'-31" East 39.32 feet; thence North 12°-38'-47" West 270.93 feet; thence North 52°-21'-42" West 178.94 feet; thence North 51°-32'-26" West 79.86 feet; thence North 34°-47'-38" West 31.54 feet; thence North 12°-38'-16" West 42.08 feet; thence North 36°-31'-02" West 64.08 feet; thence North 46°-56'-54" West 45.09 feet; thence North 27°-24'-50" West 20.20 feet to the North line of the South half of the North half of Section 25 and the South line of the Plat of Summer Home Park as recorded in Liber 8 of Plats, Page 56, Kalamazoo County Records; thence North 89°-23'-23" East along said line 905.79 feet to the Southwesterly line of Sprinkle Road; thence South 68°-29'-05" East along said line 439.03 feet; thence South 21°-00'-00" West 359.49 feet; thence South 438.68 feet to the Point of Beginning.



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MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

**EXHIBIT D**



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MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

**PROOF OF SERVICE**

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF KALAMAZOO )

Denise Powers, being first duly sworn, states that she is an employee of the law firm of Miller Johnson, and that on the 2<sup>nd</sup> day of September, 2005, she served a copy of the Notice of Intent to Establish Condominium Project for The Woodlands at Austin Lake upon the following:

City of Portage  
7900 S. Westnedge Ave.  
Portage, MI 49002

Department of Environmental Quality  
7953 Adobe Road  
Kalamazoo, MI 49009

Kalamazoo County Drain Commissioner  
201 West Kalamazoo Ave.  
Kalamazoo, MI 49007


Kalamazoo County Road Commission  
3801 East Kilgore  
Kalamazoo, MI 49001

Department of Transportation  
P.O. Box 30050  
Lansing, MI 48909

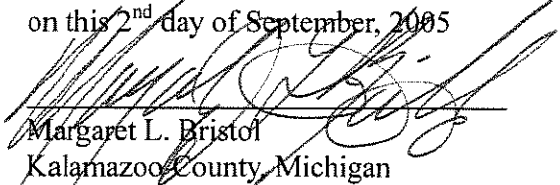
Kalamazoo County  
201 West Kalamazoo Ave.  
Kalamazoo, MI 49007

Environmental Health Section – Water Division  
Michigan Department of Environment Quality  
PO Box 30630  
Lansing, MI 48909-8130

Said copies were inserted in envelopes, addressed as above noted, certified-return receipt requested with first class postage fully prepaid and deposited in the U.S. mail at Kalamazoo, Michigan.

  
\_\_\_\_\_  
Denise Powers

Subscribed and sworn to before me  
on this 2<sup>nd</sup> day of September, 2005

  
\_\_\_\_\_  
Margaret L. Bristol  
Kalamazoo County, Michigan  
My Commission Expires: 8/6/11  
Acting in Kalamazoo County



**EXHIBIT E**

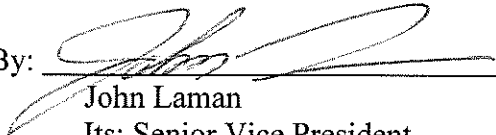
**EXHIBIT E-1  
TO  
MASTER DEED  
MORTGAGEE'S CONSENT TO SUBMISSION OF  
REAL PROPERTY TO CONDOMINIUM PROJECT**

WHEREAS, JAMB, LLC, a Michigan limited liability company, of 5302 Bala Cynwyd Court, Portage, Michigan 49024, as Developer, intends to establish The Woodlands at Austin Lake, as a condominium project by recording in the office of the Kalamazoo County Register of Deeds, a Master Deed of The Woodlands at Austin Lake, covering real property in the City of Portage, Kalamazoo County, Michigan, described on Exhibit A to this Exhibit E-1 (the "Property"); and

WHEREAS, a mortgage given to Keystone Community Bank, whose address is 107 W. Michigan Avenue, Kalamazoo, Michigan 49007 ("Mortgagee") encumbers a part of the Property.

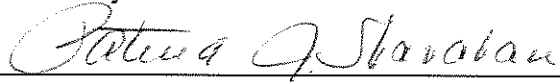
NOW, THEREFORE, the Mortgagee hereby consents to the submission of the Property to the condominium project described and set forth in the attached Master Deed to which this Consent is attached.

KEYSTONE COMMUNITY BANK

By:   
John Laman  
Its: Senior Vice President

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KALAMAZOO    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2006, by John Laman, Senior Vice President of Keystone Community Bank.

  
Notary Public

Kalamazoo County, Michigan  
My Commission Expires: 7-29-07  
Acting in Kalamazoo County

Drafted by:  
John M. Novak  
MILLER JOHNSON  
303 North Rose Street, Suite 600  
Kalamazoo, Michigan 49007  
(269) 226-2976

**PATRICIA J. SHANAHAN**  
NOTARY PUBLIC, KALAMAZOO COUNTY, MI  
MY COMMISSION EXPIRES JULY 29, 2007

::ODMA\PCDOCS\KZ\_DOCS\162878\1

## EXHIBIT 1 TO MORTGAGEE'S CONSENT

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

Commencing at the East Quarter corner of Section 25, Town 3 South, Range 11 West and running thence West along the East and West Quarter line of said Section 1459.25 feet; thence North 366.62' for the point of beginning of this description, thence South 89°-48'-48" West 277.29 feet; thence North 15°-56'-43" West 94.32 feet; thence North 34°-32'-33" West 67.64 feet; thence West 77.22 feet; thence South 55°-51'-41" West 109.56 feet; thence South 65°-44'-24" West 82.44 feet; thence North 70°-09'-21" West 56.84 feet; thence North 63°-26'-27" West 55.65 feet; thence North 39°-11'-35" West 97.52 feet; thence North 36°-59'-51" West 131.87 feet; thence North 06°-21'-11" West 24.84 feet; thence North 26°-13'-31" East 39.32 feet; thence North 12°-38'-47" West 270.93 feet; thence North 52°-21'-42" West 178.94 feet; thence North 51°-32'-26" West 79.86 feet; thence North 34°-47'-38" West 31.54 feet; thence North 12°-38'-16" West 42.08 feet; thence North 36°-31'-02" West 64.08 feet; thence North 46°-56'-54" West 45.09 feet; thence North 27°-24'-50" West 20.20 feet to the North line of the South half of the North half of Section 25 and the South line of the Plat of Summer Home Park as recorded in Liber 8 of Plats, Page 56, Kalamazoo County Records; thence North 89°-23'-23" East along said line 905.79 feet to the Southwesterly line of Sprinkle Road; thence South 68°-29'-05" East along said line 439.03 feet; thence South 21°-00'-00" West 359.49 feet; thence South 438.68 feet to the Point of Beginning; and

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

Commencing at the East Quarter corner of Section 25, Town 3 South, Range 11 West and running thence West along the East and West Quarter line of said Section 1459.25 feet; for the Point of Beginning of this Description; thence continuing West along said line 934.25 feet to the Easterly line of the former Pennsylvania Railroad right of way; thence North 21°-02'-20" West along said line 244.62 feet; thence North 79°-51'-57" East 128.52 feet; thence North 87°-46'-08" East 159.74 feet; thence North 43°-28'-21" East 219.95 feet; thence North 65°-44'-24" East 82.44 feet; thence North 55°-51'-41" East 109.56 feet; thence East 77.22 feet; thence South 34°-32'-33" East 67.64 feet; thence South 15°-56'-43" East 94.32 feet; thence North 89°-48'-48" East 277.29 feet; thence South 366.62 to the Place of Beginning; and

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

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2006-009204

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**EXHIBIT E-2  
TO  
MASTER DEED  
MORTGAGEE'S CONSENT TO SUBMISSION OF  
REAL PROPERTY TO CONDOMINIUM PROJECT**

WHEREAS, JAMB, LLC, a Michigan limited liability company, of 5302 Bala Cynwyd Court, Portage, Michigan 49024, as Developer, intends to establish The Woodlands at Austin Lake, as a condominium project by recording in the office of the Kalamazoo County Register of Deeds, a Master Deed of The Woodlands at Austin Lake, covering real property in the City of Portage, Kalamazoo County, Michigan, described on Exhibit A to this Exhibit E-1 (the "Property"); and

WHEREAS, a mortgage given to Republic Bank, whose address is 122 South Main, Ann Arbor, Michigan 48104, ("Mortgagee") encumbers a part of the Property.

NOW, THEREFORE, the Mortgagee hereby consents to the submission of the Property to the condominium project described and set forth in the attached Master Deed to which this Consent is attached.

REPUBLIC BANK

By: \_\_\_\_\_

Dan Morris

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KALAMAZOO    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2006, by Dan Morris of Republic Bank.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires: July 13, 2011  
Acting in Washtenaw County

Drafted by:  
John M. Novak  
MILLER JOHNSON  
303 North Rose Street, Suite 600  
Kalamazoo, Michigan 49007  
(269) 226-2976

::ODMA\PCDOCS\KZ\_DOCS\162878\1

Notary Public  
Washtenaw County, MI  
My commission expires July 13, 2011  
Washtenaw



2006-009204

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03/13/2006 12:11P



## EXHIBIT 1 TO MORTGAGEE'S CONSENT

Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

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Part of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan Described as Follows:

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**2006-009204**

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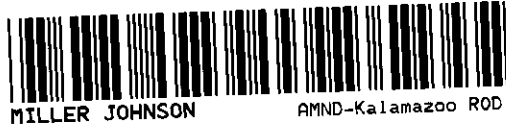
MILLER JOHNSON SNELL MSDE-Kalamazoo ROD

9

**DELIVERED**

**AUG 18 2008**

**KALAMAZOO COUNTY REGISTER OF DEEDS**



2008-027526  
Page: 1 of 9  
08/19/2008 08:22A

8.18.08  
BJ

**FIRST AMENDMENT TO MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

(Act 59, Public Acts of 1978)  
as amended

Kalamazoo County Condominium Subdivision Plan No. 196

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

This Instrument Drafted by:

John M. Novak  
Rachel J. Foster  
MILLER JOHNSON  
303 North Rose Street, Suite 600  
Kalamazoo, Michigan 49007  
(269) 226-2982

[First Amendment to Master Deed] The Woodlands at Austin  
Lake  
out of 9-00025-010-6

cert # 229347

**FIRST AMENDMENT TO MASTER DEED**

The Woodlands at Austin Lake  
(Act 59, Public Acts of 1978)  
as amended

This First Amendment to Master Deed is made and executed on this 14~~th~~ day of August, 2008, by JAMB, LLC, a Michigan limited liability company, whose address is 5302 Bala Cynwyd Court, Portage, Michigan 49024, (the "Developer") pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act") and the authority reserved in the Master Deed.

**PREAMBLE**

A. A condominium project known as The Woodlands at Austin Lake (the "Project"), was established pursuant to the Master Deed recorded on March 13, 2006 at Instrument Number 2006-009204 ("Master Deed") of the Kalamazoo County Records.

B. Pursuant to the provisions contained in Article X, Section C(2) of the Master Deed, the Developer may unilaterally amend the Master Deed, without the consent of the Co-owners or Mortgagees, for any purpose reserved by the Developer in the Master Deed.

C. The Developer in Article VI of the Master Deed reserved the right to expand the Project.

D. The Master Deed is now being amended to expand the Project from twenty four (24) Units to Forty Eight (48) Units. Therefore, upon recording this First Amendment with the Kalamazoo County Register of Deeds, the Master Deed shall be amended as set forth below:

**AMENDMENT**

1. Article V, Section C of the Master Deed is hereby deleted in its entirety and replaced with the following:

The percentage of value assigned to each Unit shall be equal and shall be 2.0833%.

2. The first paragraph of Article VI of the Master Deed is hereby deleted in its entirety and replaced with the following:

The Condominium Project established pursuant to the initial Master Deed of The Woodlands at Austin Lake consisted of twenty-four (24) Units and was the first phase ("Phase I") of an expansion project to contain in its entirety a maximum of seventy-eight (78) Units. In the second phase of the expansion



project, the Developer added an additional twenty-four (24) Units, which resulted in the Condominium Project consisting of a total of forty-eight (48) Units ("Phase II"). The Developer may construct an additional thirty (30) Units upon the following described land:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 2393.48 feet along the South line of the Northeast quarter of said Section to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way to the Place of Beginning; thence N 79°51'57" E 128.52 feet; thence N 87°46'08" E 159.74 feet; thence N 43°28'21" E 153.50 feet; thence N 00°00'00" E 929.65 feet to the North line of the South half of said Northeast quarter of Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence S 89°23'23" W 800.03 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to said East line of the former Pennsylvania Railroad right-of-way; thence S 21°02'20" E 1137.17 feet along said East line of the former Pennsylvania Railroad right-of-way to the Place of Beginning, containing 14.26 acres of land.

(hereinafter referred to as "future development"). Therefore any other provisions of this Master Deed notwithstanding, the number of Units in the project may, at the option of the Developer or its successors and assigns, from time to time, within a period ending no later than six (6) years from the date that this Master Deed was recorded be increased by the addition to this Condominium of any portion of the future development and the construction of thirty (30) Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be compatible with Phase I and Phase II and shall be determined by the Developer in its sole judgment and as may be approved by the City of Portage.

3. Replat No. 1, Sheets 1 and 2 of Exhibit B to the Master Deed for The Woodlands at Austin Lake, which are attached hereto will supersede and replace Sheets 1 and 2 of Exhibit B to the Master Deed, in their entirety to reflect the changes described above.

4. Replat No. 1, Sheets 4A and 5A of Exhibit B to the Master Deed for The Woodlands at Austin Lake, which are attached hereto shall be added to Exhibit B to the Master Deed to reflect the changes described above.



MILLER JOHNSON

AMND-Kalamazoo ROD

2008-027526

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5. Exhibit C attached hereto will supersede and replace the Exhibit C attached to the Master Deed.

6. Except as provided above, all of the terms and conditions of the Master Deed, as amended by this First Amendment to Master Deed, shall remain in full force and effect.

This First Amendment to Master Deed has been executed as of the day and year first written above.

JAMB, LLC

By: Raymond W. Patterson  
Raymond W. Patterson  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me this 14th day of August, 2008, by Raymond W. Patterson, a Member of JAMB, LLC.

Jana M. Nowak  
Jana M. Nowak, Notary Public  
Kalamazoo County, Michigan  
My commission expires: 12/4/11  
Acting in Kalamazoo County

REPLAT No.1  
 KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 196  
 EXHIBIT "B" TO THE MASTER DEED OF

**THE WOODLANDS AT AUSTIN LAKE**

CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:  
 JAMB, LLC  
 5302 BALA CYNWYD COURT  
 PORTAGE, MICHIGAN 49024

SURVEYOR:  
 INGERSOLL, WATSON & McMACHEN, INC.  
 RANDY B. LIGMAN, P.S.  
 1133 East Milham Road  
 Portage, Michigan 49002

PARCEL DESCRIPTION:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:  
 Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'30" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way; thence N 79°51'57" E 128.52 feet; thence N 87°48'08" E 159.74 feet; thence N 43°29'21" E 153.50 feet; thence N 00°00'00" E 929.65 feet to the North line of the South half of said Northeast quarter of Section 25; and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 350.74 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of Sprinkle Road; thence S 88°29'05" E 438.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning, containing 21.20 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.

ATTENTION COUNTY REGISTER OF DEEDS:  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED AND CONVEYANCE TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE LOCATED ON SHEET 2.

SHEET INDEX

- \*1. COVER SHEET
- \*2. SURVEY PLAN
- 3. FLOODPLAIN PLAN
- 4. SITE PLAN
- \*4A. SITE PLAN
- 5. UTILITY PLAN
- \*5A. UTILITY PLAN
- 6. SINGLE UNIT PLAN
- 7. DOUBLE UNIT PLAN

NOTE:  
 SHEETS 1 AND 2 SHALL REPLACE SHEETS 1 AND 2 REVISIONS. SHEETS 4A AND 5A ARE TO BE ADDED TO EXHIBIT B.



8/01/2008
3238
1
COVER SHEET
Ingersoll, Watson & McMachen, Inc.

PROPOSED 8/01/2008

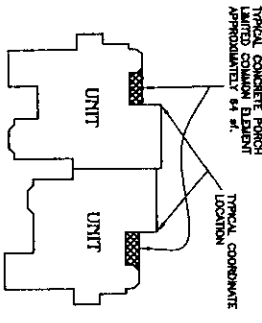


MILLER JOHNSON

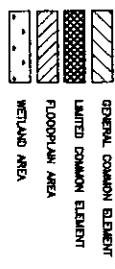
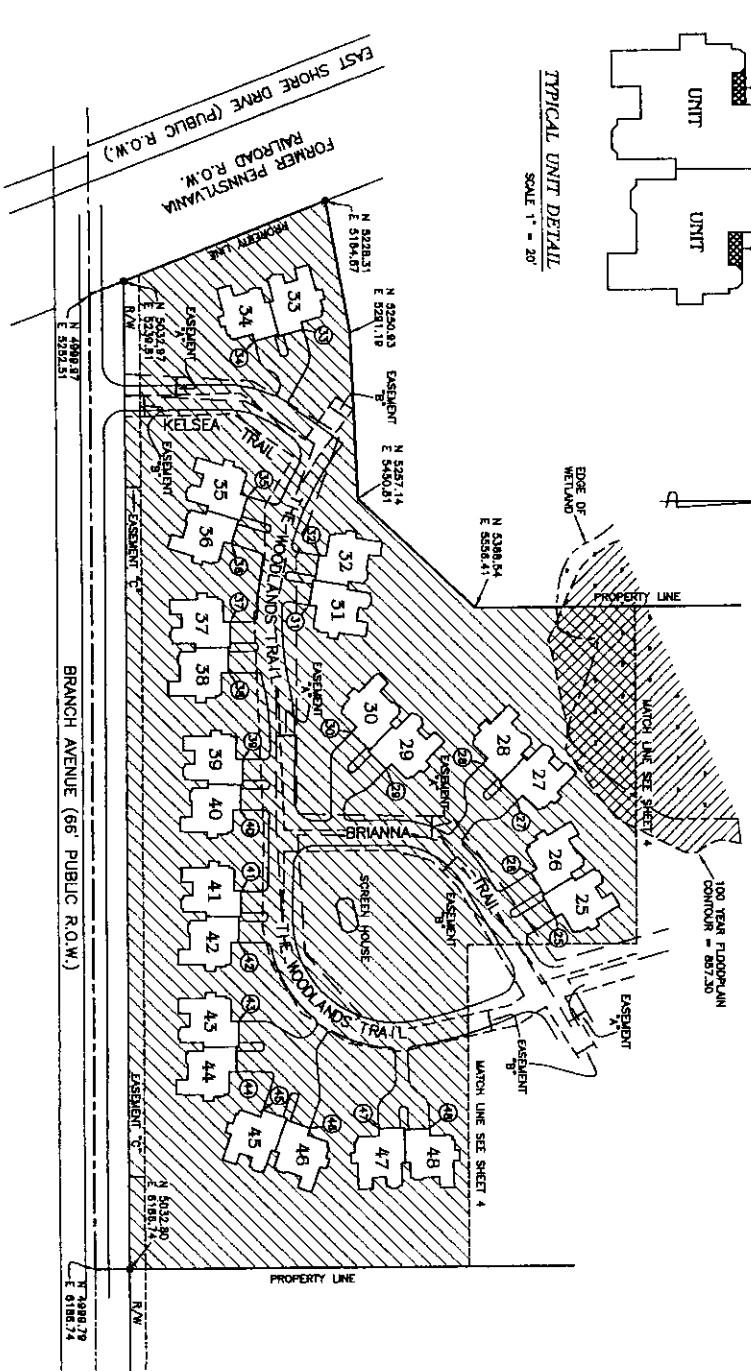
AMND-Kalamazoo ROD

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 Page: 5 of 9  
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TYPICAL UNIT DETAIL  
SCALE 1" = 20'



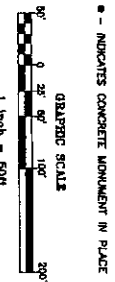
SCHEDULE OF COORDINATES

No.	Marketing	Easting
25	8443.80	9482.87
26	8420.17	9510.27
27	8408.04	9511.24
28	8381.43	9509.88
30	8248.18	9474.38
31	8208.74	9502.70
32	8206.23	9287.38
34	8198.78	8288.38
35	8151.03	8447.80
37	8120.17	8587.77
38	8130.80	8516.44
40	8144.72	8589.08
41	8141.72	8747.87
42	8138.01	8673.84
43	8138.88	8948.89
44	8138.29	8987.34
46	8207.32	8082.02
47	8273.11	8083.03
48	8321.82	8083.34

NOTE: THE COORDINATE VALUES SHOWN HEREON ARE BASED ON A VALUE OF N 5000.00, E 5000.00 ON THE CENTER X COMMON OF SECTION 25, T32, N1W.

EASEMENT NOTE:  
EASEMENT "A" - A 20' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2008-048844.  
EASEMENT "B" - A 20' WIDE WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2008-045846  
EASEMENT "C" - A 15' WIDE EASEMENT TO CONSULTING ENGINEER COMPANY FOR TREE REMOVAL AND CONTROL RECORDED IN INSTRUMENT 2003-018310

NOTE:  
WOODLANDS TRAIL, KESSEA TRAIL AND BRANNA TRAIL AS SHOWN HEREON ARE PRIVATE PAVED 24 FOOT WIDE STREETS THAT HAVE BEEN BUILT.  
UNITS 28 THROUGH 48 NEED NOT BE BUILT.  
REPLAT No. 1 - ADDED UNITS 29 THROUGH 44.



*Ray D. Ogden*  
  
 RAY D. OGDEN  
 ENGINEER  
 STATE OF MICHIGAN  
 LICENSE NO. 94118  
 EXPIRES 12/31/2011

THE WOODLANDS AT AUSTIN LAKE  
PORTAGE, MICHIGAN

SITE PLAN

Ingersoll, Watson & Mofkoffman, Inc.  
 8101/2008  
 31238

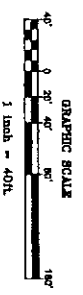
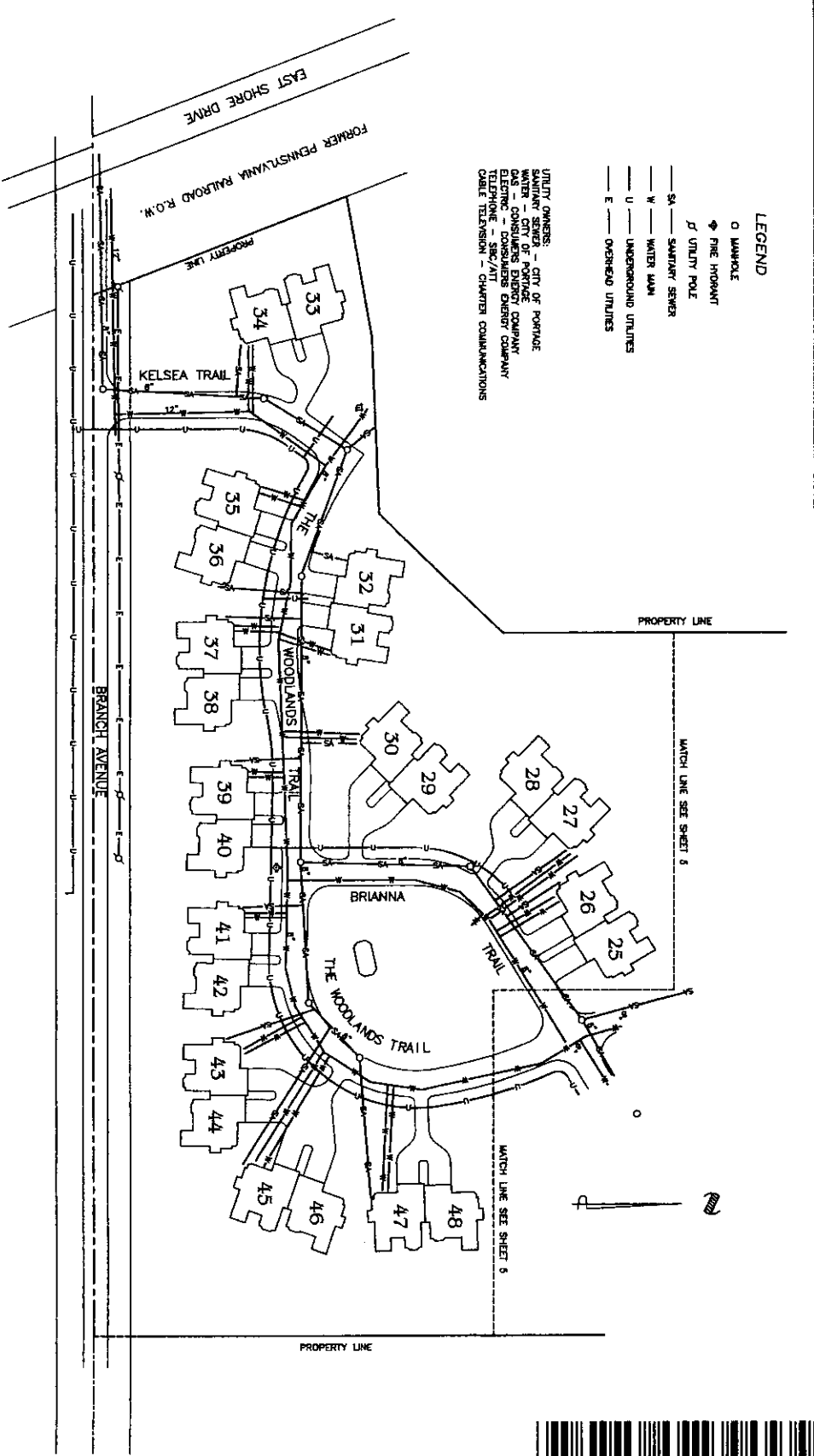
MILLER JOHNSON AMND-Kalamazoo R0D

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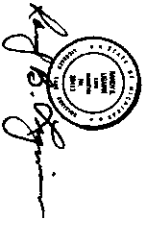


- LEGEND**
- MANHOLE
  - ⊕ FIRE HYDRANT
  - ⌒ UTILITY POLE
  - SA — SANITARY SEWER
  - W — WATER MAIN
  - U — UNDERGROUND UTILITIES
  - E — OVERHEAD UTILITIES

UTILITY OWNERS:  
 SANITARY SEWER - CITY OF PORTAGE  
 WATER MAINS - CITY OF PORTAGE  
 UNDERGROUND UTILITIES - CITY OF PORTAGE  
 OVERHEAD UTILITIES - CITY OF PORTAGE  
 TELEPHONE - SBC/ATT  
 CABLE TELEVISION - CHARTER COMMUNICATIONS



NOTE:  
 UTILITIES SHOWN HEREON ARE BASED ON CONSTRUCTION PLANS PROVIDED BY THE DEVELOPER ALONG WITH CERTAIN INFORMATION PROVIDED BY THE UTILITY OWNERS. INDIVIDUAL SERVICE LINES AND METERS SHALL BE INSTALLED AS THE UNITS ARE DEMOLISHED.  
 ALL UTILITIES HAVE OR MUST BE BUILT.  
 REPEAT NO. 1 - ADDED UNITS 25 THROUGH 48.



PROPOSED 8/21/2008

**THE WOODLANDS AT AUSTIN LAKE  
 PORTAGE, MICHIGAN**

**UTILITY PLAN**

Ingersoll, Watson & Kokenosh, Inc.  
 54

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 Page: 8 of 9  
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MILLER JOHNSON AMND-Kalamazoo ROD

**EXHIBIT C**

Legal Description for Phase I and Phase II

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

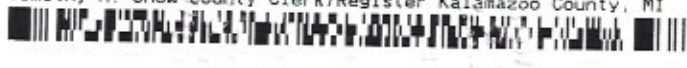
Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way; thence N 79°51'57" E 128.52 feet; thence N 87°46'08" E 159.74 feet; thence N 43°28'21" E 153.50 feet; thence N 00°00'00" E 929.65 feet to the North line of the South half of said Northeast quarter of Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 350.74 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of Sprinkle Road; thence S 68°29'05" E 439.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning, containing 21.20 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.



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COUNTY OF KALAMAZOO

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Pages: 1 of 11 AMND  
MILLER JOHNSON  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**SECOND AMENDMENT TO MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

(Act 59, Public Acts of 1978)  
as amended

Kalamazoo County Condominium Subdivision Plan No. 196

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

This Instrument Drafted by:

Matthew B. Van Dyk  
MILLER JOHNSON  
100 West Michigan Avenue, Ste. 200  
Kalamazoo, Michigan 49007  
(269) 226-2988

**SECOND AMENDMENT TO MASTER DEED**

The Woodlands at Austin Lake  
(Act 59, Public Acts of 1978)  
as amended

This Second Amendment to Master Deed (the "Second Amendment") is made and executed on this 24th day of October, 2016, by JAMB, LLC, a Michigan limited liability company, whose address is 5302 Bala Cynwyd Court, Portage, Michigan 49024, (the "Developer"), and The Woodlands At Austin Lake Homeowners Association, a Michigan nonprofit corporation, whose address is 5302 Bala Cynwyd Court, Portage, Michigan, 49024 (the "Association"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act") and the authority reserved in the Master Deed.

**PREAMBLE**

A. A condominium project known as The Woodlands at Austin Lake (the "Project"), was established pursuant to the Master Deed recorded on March 13, 2006 at Instrument Number 2006-009204 of the Kalamazoo County Records, as amended by that certain First Amendment to Master Deed The Woodlands At Austin Lake, dated August 14, 2008, and recorded, August 19, 2008, at Instrument Number 2008-027526, Kalamazoo County Records (collectively, the "Master Deed").

B. On September 26, 2016, at a meeting of the Co-owners called in accordance with the Condominium Bylaws (the "Approval Meeting"), a greater than two-thirds (2/3rds) majority of the Co-owners duly authorized, approved, and consented to (i) the expansion of the Project in the manner described herein; (ii) the granting of the right to the Developer to further expand the Project in the manner described herein; and (iii) the recording of this Second Amendment to memorialize such expansion, as provided in Article X, Section C.1 of the Master Deed.

C. The Master Deed is now being amended to (i) expand the Project to increase the size of the General Common Element adjacent to Units 31 and 32; (ii) authorize the Developer to further expand the Project into the Future Expansion Area; and (iii) record this Second Amendment. Therefore, upon recording this Second Amendment with the Kalamazoo County Register of Deeds, the Master Deed shall be amended as set forth below:

**AMENDMENT**

1. Replat No. 2, Sheets 1, 2, 4A, and 5A of Exhibit B to the Master Deed for The Woodlands at Austin Lake, which are attached hereto as Exhibit B, will supersede and replace Sheets 1, 2, 4A, and 5A of Exhibit B to the Master Deed (as previously amended), in their entirety to reflect the changes described above.

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Pages: 2 of 11 AMND  
MILLER JOHNSON  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


2. Exhibit C attached hereto will supersede and replace the Exhibit C attached to the Master Deed, the following legally-described parcel of land hereby being added to the Project:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 2393.48 feet (previously described as N 90°00'00" W 2394.25 feet) along the South line of the Northeast quarter of said Section to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way; thence N 79°51'57" E 128.52 feet; thence N 87°46'08" E 123.94 feet to the Place of Beginning; thence continuing N 87°46'08" E 35.80 feet; thence N 43°28'21" E 153.50 feet; thence N 00°00'00" E 36.34 feet; thence S 43°28'21" W 205.49 feet to the Place of Beginning, containing 0.10 acres of land.

3. The first paragraph of Article VI of the Master Deed is hereby deleted in its entirety and replaced with the following:

The Condominium Project established pursuant to the initial Master Deed of The Woodlands at Austin Lake consisted of twenty-four (24) Units and was the first phase ("Phase I") of an expansion project to contain in its entirety a maximum of seventy-eight (78) Units. In the second phase of the expansion project, the Developer added an additional twenty-four (24) Units, which resulted in the Condominium Project consisting of a total of forty-eight (48) Units ("Phase II"). The Developer may construct up to an additional thirty (30) Units upon the following described land:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 2393.48 feet along the South line of the Northeast quarter of said Section to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way to the Place of Beginning; thence N 79°51'57" E 128.52 feet; thence N 87°46'08" E 123.94 feet; thence N 43°28'21" E 205.49 feet; thence N 00°00'00" E 893.32 feet to the North line of the South half of said Northeast quarter of said Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence S 89°23'23" W 800.03 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to said East

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Pages: 3 of 11 AMND

MILLER JOHNSON

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



line of the former Pennsylvania Railroad right-of-way; thence S 21°02'20"  
E 1137.17 feet along said East line of the former Pennsylvania Railroad  
right-of-way to the Place of Beginning, containing 14.16 acres of land.

(hereinafter referred to as "future development"). Therefore any  
other provisions of this Master Deed notwithstanding, the number of Units in the  
project may, at the option of the Developer or its successors and assigns, from  
time to time, within a period ending no later than December 31, 2018, be  
increased by the addition to this Condominium of any portion of the future  
development and the construction of up to an additional thirty (30) Units thereon.  
The nature, appearance and location of all such additional Units as may be  
constructed thereon shall be compatible with Phase I and Phase II and shall be  
determined by the Developer in its sole judgment and as may be approved by the  
City of Portage.

4. This Second Amendment is being recorded upon the affirmative consent,  
authorization, and approval of the Co-Owners and the Association, granted at the Approval  
Meeting.

5. Except as provided above, all of the terms and conditions of the Master Deed, as  
amended by this Second Amendment to Master Deed, shall remain in full force and effect.

This Second Amendment to Master Deed has been executed as of the day and year first  
written above.

JAMB, LLC

By: Raymond W. Patterson  
Raymond W. Patterson  
Its: Member

STATE OF MICHIGAN )  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me this 24 day of October  
2016, by Raymond W. Patterson, a Member of JAMB, LLC.



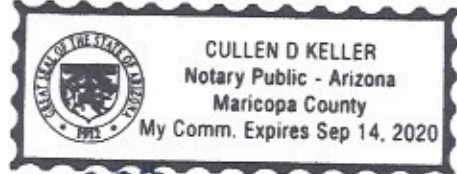
Brian L. Craft  
Brian L. Craft, Notary Public  
Kalamazoo County, Michigan  
My commission expires: 8/31/2017  
Acting in Kalamazoo County

The Woodlands At Austin Lake Homeowners Association

2016-036419 11/04/2016 08:28:18 AM  
Pages: 4 of 11 AMND  
MILLER JOHNSON  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


By: Mary Leiker  
Mary Leiker  
Its: President

STATE OF Arizona )  
COUNTY OF Maricopa )



The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2016, by Mary Leiker, a President of The Woodlands At Austin Lake Homeowners Association.

(SEAL)

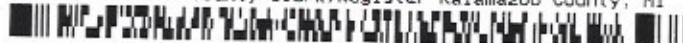
Cullen D Keller  
Cullen D. Keller, Notary Public  
Maricopa County, Arizona  
My commission expires: 09-14-20  
Acting in Maricopa County

**EXHIBIT B**  
**CONDOMINIUM SUBDIVISION PLAN, REPLAT NO. 2**

[ANNEXED]

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Pages: 6 of 11 AMND

MILLER JOHNSON  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI





**EXHIBIT C**  
**LEGAL DESCRIPTION**

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way; thence N 79°51'57" E 128.52 feet; thence N 87°46'08" E 123.94 feet; thence N 43°28'21" E 205.49 feet; thence N 00°00'00" E 893.32 feet to the North line of the South half of said Northeast quarter of said Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 350.74 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of Sprinkle Road; thence S 68°29'05" E 439.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning, containing 21.30 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.

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Pages: 7 of 11 AMND

MILLER JOHNSON

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



ATTENTION COUNTY REGISTER OF DEEDS:  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE  
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER  
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE  
PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN  
THE SURVEYOR'S CERTIFICATE LOCATED ON SHEET 2.

REPLAT No. 2  
KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 196  
EXHIBIT "B" TO THE MASTER DEED OF

# THE WOODLANDS AT AUSTIN LAKE

CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:

JAMB, LLC  
5302 BALA CYNWYD COURT  
PORTAGE, MICHIGAN 49024

SURVEYOR:

INGERSOLL, WATSON & McMACHEN, INC.  
RANDY B. LIGMAN, P.S.  
1133 East Milham Road  
Portage, Michigan 49002

PARCEL DESCRIPTION:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 244.66 feet along said East line of the former Pennsylvania Railroad right-of-way; thence N 79°51'57" E 128.52 feet; thence N 87°49'08" E 123.94 feet; thence N 43°28'21" E 205.49 feet; thence N 00°00'00" E 893.32 feet to the North line of the South half of said Northeast quarter of said Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 350.74 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of Sprinkle Road; thence S 68°29'05" E 439.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning, containing 21.30 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. FLOODPLAIN PLAN
4. SITE PLAN
- 4A. SITE PLAN
5. UTILITY PLAN
- 5A. UTILITY PLAN
6. SINGLE UNIT PLAN
7. DOUBLE UNIT PLAN

NOTE: WITH THIS SUBMISSION, THESE SHEETS ARE TO REPLACE THE SHEETS PREVIOUSLY RECORDED.

REPLAT No. 1

SHEETS 1 AND 2 SHALL REPLACE SHEETS 1 AND 2 PREVIOUSLY RECORDED. SHEETS 4A AND 5A ARE TO BE ADDED TO EXHIBIT B.

REPLAT No. 2

SHEETS 1, 2 4A, AND 5A SHALL REPLACE SHEETS 1, 2, 4A AND 5A PREVIOUSLY RECORDED.



COVER SHEET

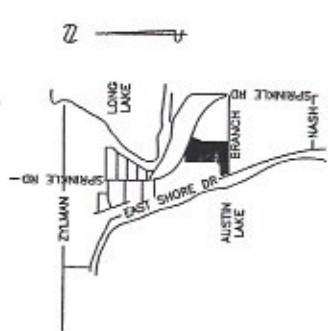
INGERSOLL, Watson & McMachen, Inc.

CERTIFIED TRUE AND CORRECT  
100 East Main Street • Portage, Michigan 49002 • Fax 268-344-0000 • For 268-344-0000

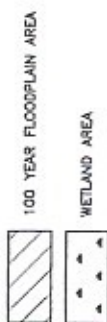
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35238  
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AMENDED 8/18/0216  
PROPOSED 8/01/2008



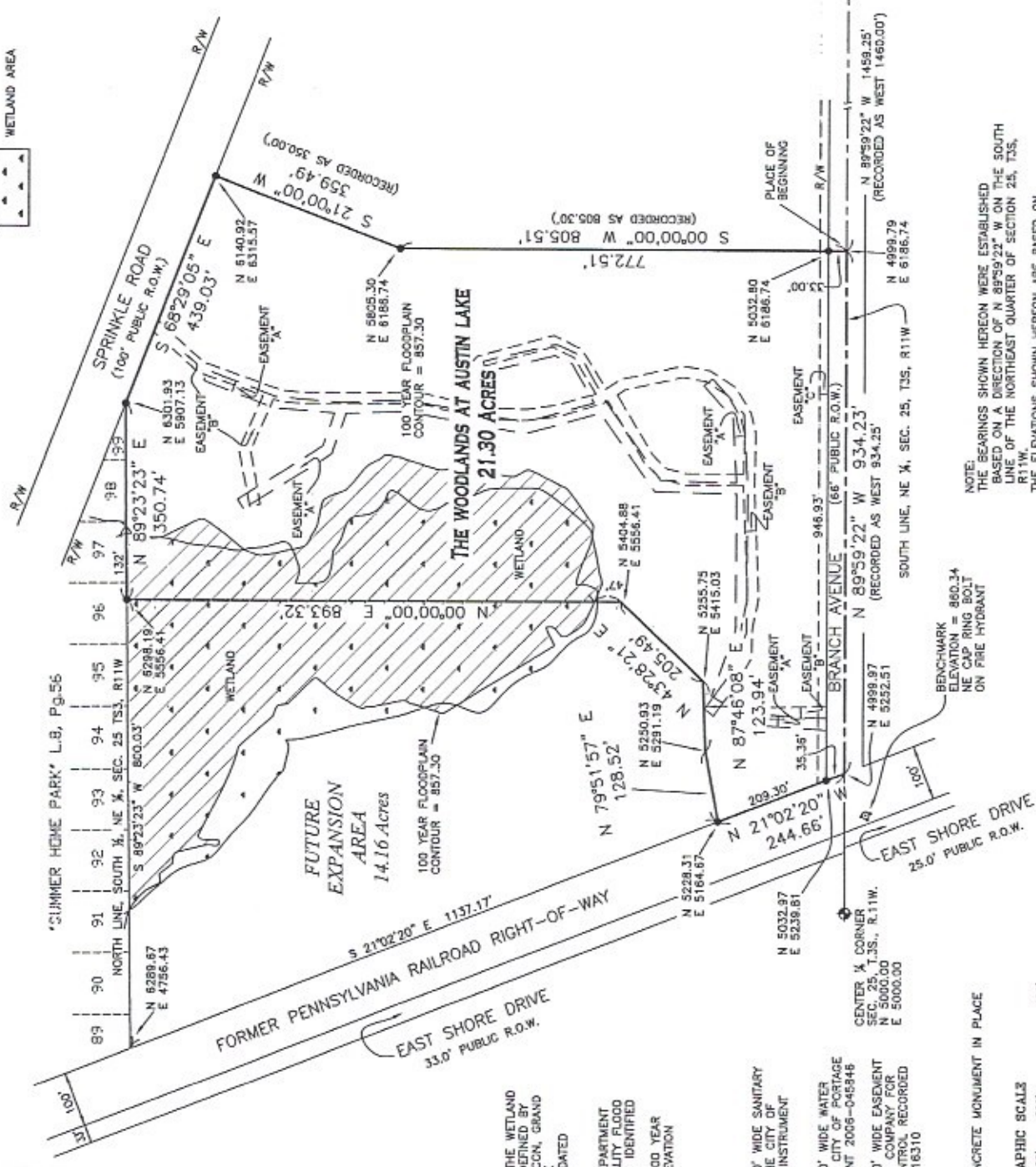


VICINITY SKETCH  
NOT TO SCALE



100 YEAR FLOODPLAIN AREA

WETLAND AREA



SURVEYOR'S CERTIFICATE:  
I, RANDY B. LIGMAN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:  
THAT THE SUBMISSION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No.196, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED EXCEPT AS SHOWN HEREON.  
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND OR SHALL BE PLACED PRIOR TO AUGUST 1, 2017 AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.  
THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No.59 OF THE PUBLIC ACTS OF 1978.

8-19-2016  
DATE OF SURVEY

*Randy B. Ligman*  
RANDY B. LIGMAN  
PROFESSIONAL SURVEYOR No. 28413  
INGERSOLL, WATSON & McMACHEN, INC.  
PORTAGE, MICHIGAN 49002



NOTE:  
THE BEARINGS SHOWN HEREON WERE ESTABLISHED BASED ON A DIRECTION OF N 89°59'22" W ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, T.35., R.11W.  
THE ELEVATIONS SHOWN HEREON ARE BASED ON USGS DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.

NOTE:  
REPLAT No. 2 - REVISED CONDOMINIUM BOUNDARY LINE

● - INDICATES CONCRETE MONUMENT IN PLACE



AMENDED 8/18/2016  
PROPOSED 8/01/2008

THE WOODLANDS AT AUSTIN LAKE  
PORTAGE, MICHIGAN

SURVEY PLAN

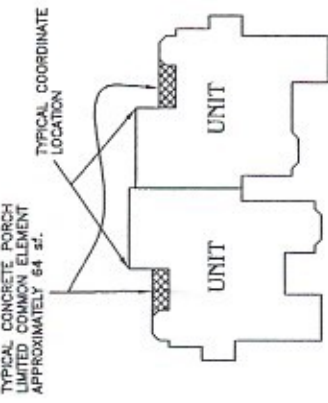
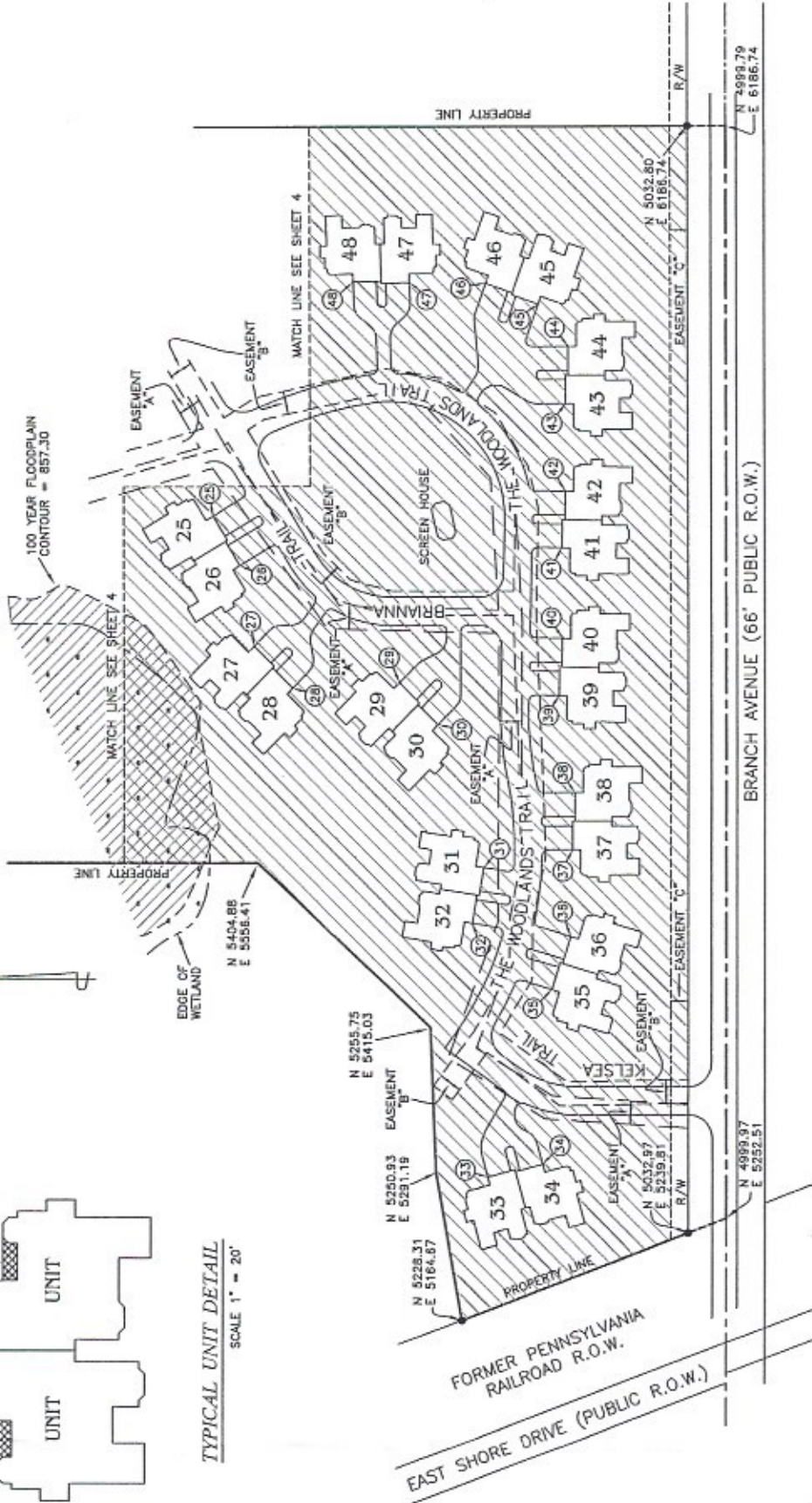
INGERSOLL, Watson & McMachen, Inc.  
CONDOMINIUM CITE, ENCLOSED AND LAND INFORMATION

DATE 8/01/2008  
SHEET No. 35238  
OF 2

**SCHEDULE OF COORDINATES**

No.	Northing	Easting
25	5443.63	5852.87
26	5420.17	5810.27
27	5408.04	5741.24
28	5374.81	5705.63
29	5282.43	5709.88
30	5249.19	5674.38
31	5209.74	5552.70
32	5219.56	5504.69
33	5206.23	5287.39
34	5158.78	5296.39
35	5151.03	5447.60
36	5134.73	5483.50
37	5132.91	5587.77
38	5130.90	5616.44
39	5144.77	5699.06
40	5141.72	5747.67
41	5142.06	5825.03
42	5139.01	5873.64
43	5138.56	5948.89
44	5135.26	5997.34
45	5152.07	6034.01
46	5237.32	6032.02
47	5273.11	6033.03
48	5321.82	6033.34

NOTE: THE COORDINATE VALUES SHOWN HEREON ARE BASED ON A VALUE OF N 5000.00 E 5000.00 ON THE CENTER X CORNER OF SECTION 25, T35S, R11W.



EASEMENT NOTE:  
 EASEMENT "A" - A 20.0' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2008-045847.  
 EASEMENT "B" - A 20.0' WIDE WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2008-045846  
 EASEMENT "C" - A 15.0' WIDE EASEMENT TO CONSUMERS ENERGY COMPANY FOR TREE REMOVAL AND CONTROL RECORDED IN INSTRUMENT 2003-016310

NOTE:  
 WOODLANDS TRAIL, KELSEA TRAIL AND BRIANNA TRAIL AS SHOWN HEREON ARE PRIVATE PAVED 24' FOOT WIDE STREETS THAT HAVE BEEN BUILT.  
 UNITS 25 THROUGH 48 NEED NOT BE BUILT.

REPLAT No.1 - ADDED UNITS 25 THROUGH 48.  
 REPLAT No.2 - REVISED CONDOMINIUM BOUNDARY



● - INDICATES CONCRETE MONUMENT IN PLACE



**THE WOODLANDS AT AUSTIN LAKE PORTAGE, MICHIGAN**

**SITE PLAN**

Ingersoll, Watson & McEachen, Inc.  
 CONDOMINIUM TITLE ENGINEERS AND LAND SURVEYORS  
 1000 East Michigan Road • Portage, Michigan 49801 • Phone 268-3444 • Fax 268-3444

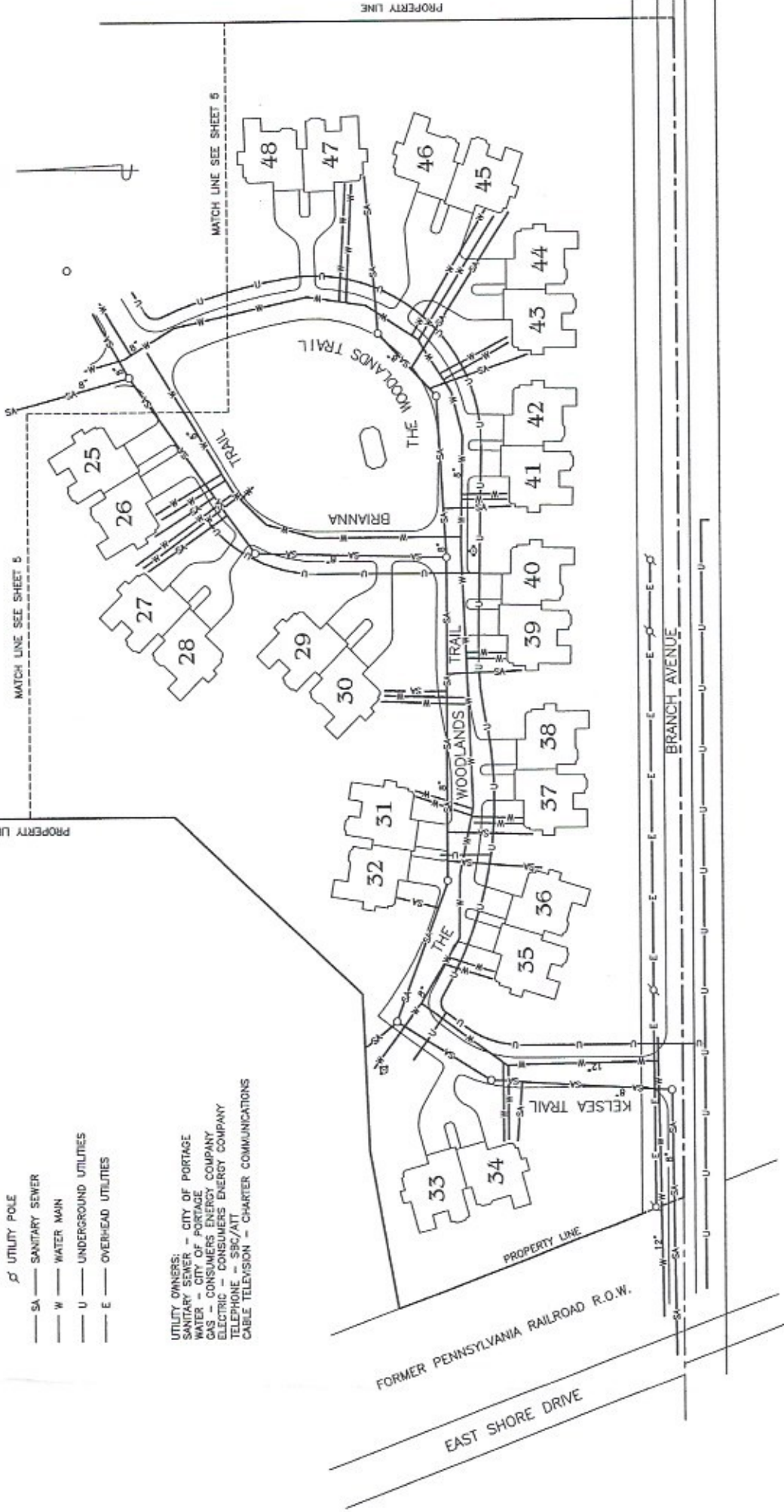
AMENDED 8/16/2016  
 PROPOSED 8/01/2008

DATE	8/01/2008
SCALE	AS SHOWN
SHEET NO.	35238
TOTAL SHEETS	44

**LEGEND**

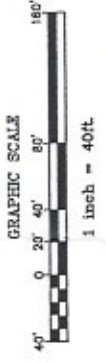
- MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ UTILITY POLE
- SA — SANITARY SEWER
- W — WATER MAIN
- U — UNDERGROUND UTILITIES
- E — OVERHEAD UTILITIES

UTILITY OWNERS:  
 SANITARY SEWER - CITY OF PORTAGE  
 WATER - CITY OF PORTAGE  
 GAS - CONSUMERS ENERGY COMPANY  
 ELECTRIC - CONSUMERS ENERGY COMPANY  
 TELEPHONE - SBC/ATT  
 CABLE TELEVISION - CHARTER COMMUNICATIONS



NOTE:  
 THE UTILITIES SHOWN HEREON ARE BASED ON CONSTRUCTION PLANS PROVIDED BY THE DEVELOPER ALONG WITH CERTAIN INFORMATION PROVIDED BY THE UTILITY OWNERS.  
 INDIVIDUAL SERVICE LINES AND METERS SHALL BE INSTALLED AS THE UNITS ARE DEVELOPED.  
 ALL UTILITIES HAVE OR MUST BE BUILT.

REPLAT No.1 - ADDED UNITS 25 THROUGH 48  
 REPLAT No.2 - REVISED CONDOMINIUM BOUNDARY.



**THE WOODLANDS AT AUSTIN LAKE  
 PORTAGE, MICHIGAN**

**UTILITY PLAN**

Ingersoll, Watson & McEachern, Inc.  
 CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS  
 1100 East Michigan Road • Portage, Michigan 49801 • Phone: 268-3344 • Fax: 268-3444

DATE: 8/01/2008  
 SHEET NO.: 35238  
 OF 54

*Ray B. Ingersoll*

AMENDED 8/18/2016  
 PROPOSED 8/01/2008



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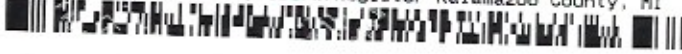
COUNTY OF KALAMAZOO

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Pages: 1 of 12 AMND

JAMB LLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**THIRD AMENDMENT TO MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

(Act 59, Public Acts of 1978)  
as amended

Kalamazoo County Condominium Subdivision Plan No. 196

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

This Instrument Drafted by:

Matthew B. Van Dyk  
MILLER JOHNSON  
100 West Michigan Avenue, Suite 200  
Kalamazoo, Michigan 49007

**THIRD AMENDMENT TO MASTER DEED**

The Woodlands at Austin Lake  
(Act 59, Public Acts of 1978)  
as amended

This Third Amendment to Master Deed (this "Third Amendment") is made as of the \_\_\_ day of March, 2018, by JAMB LLC, a Michigan limited liability company, whose address is 5302 Bala Cynwyd Court, Portage, Michigan 49024, (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act") and the authority reserved in the Master Deed.

**PREAMBLE**

A. A condominium project known as The Woodlands at Austin Lake (the "Project"), was established pursuant to the Master Deed recorded on March 13, 2006, at Instrument Number 2006-009204 of the Kalamazoo County Records, as amended by that certain First Amendment to Master Deed recorded on August 19, 2008, at Instrument Number 2008-027526, and that certain Second Amendment to Master Deed recorded on November 4, 2016, at Instrument No. 2016-036419 (collectively, the "Master Deed").

B. Pursuant to the provisions contained in Article X, Section C(2) of the Master Deed, the Developer may unilaterally amend the Master Deed, without the consent of the Co-owners or Mortgagees, for any purpose reserved by the Developer in the Master Deed.

C. Pursuant to Article VI of the Master Deed (as previously amended), the Developer has the right to expand the Project.

D. The Master Deed is now being amended to expand the Project from forty eight (48) Units to seventy five (75) Units. Therefore, on recording this Third Amendment with the Kalamazoo County Register of Deeds, the Master Deed shall be amended as set forth below:

**AMENDMENT**

1. Article V, Section C of the Master Deed is deleted in its entirety and replaced with the following:

The percentages of value assigned to each Unit shall be equal and shall be 1.3333%.

2. Replat No. 3, Sheets 1, 2, 4A and 5A of Exhibit B to the Master Deed for The Woodlands at Austin Lake, which are attached hereto in Exhibit B, will supersede and replace Sheets 1, 2, 4A and 5A of Exhibit B to the Master Deed (as previously amended) in their entirety to reflect the changes described above.

3. Replat No. 3, Sheets 4B and 5B of Exhibit B to the Master Deed for The Woodlands at Austin Lake, which are attached hereto in Exhibit B, shall be added to and supplement Exhibit B to the Master Deed to reflect the changes described above.

4. Exhibit C attached hereto will supersede and replace the Exhibit C attached to the Master Deed.

2018-006978 03/08/2018 02:46:18 PM

Pages: 2 of 12 AMND

JAMB LLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



5. Except as provided above, all of the terms and conditions of the Master Deed, as amended by this Third Amendment, shall remain in full force and effect.

This Third Amendment to Master Deed has been executed as of the day and year first written above.

2018-006978 03/08/2018 02:46:18 PM  
Pages: 3 of 12 AMND  
JAMB LLC  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  




JAMB LLC,  
a Michigan limited liability company

By: Raymond W. Patterson  
Raymond W. Patterson  
Its Member

STATE OF MICHIGAN )  
  )ss.  
COUNTY OF KALAMAZOO )

The foregoing instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2018, by Raymond W. Patterson, as Member of JAMB LLC, a Michigan limited liability company, on behalf of the company.


Gwen Stuit  
Print: Gwen Stuit  
Notary Public, Kalamazoo County, Michigan  
My commission expires: 6/17/2019  
Acting in Kalamazoo County, Michigan

GWEN STUIT  
Notary Public - State of Michigan  
Kalamazoo County  
My Commission Expires Jun 17, 2019  
Acting in the County of Kalamazoo



**EXHIBIT B**  
**CONDOMINIUM SUBDIVISION PLAN, REPLAT NO. 3**

[ANNEXED]

2018-006978 03/08/2018 02:46:18 PM  
Pages: 5 of 12 AMND  
JAMB LLC  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


REPLAT No. 3  
 KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 196  
 EXHIBIT "B" TO THE MASTER DEED OF

# THE WOODLANDS AT AUSTIN LAKE

CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:

JAMB, LLC  
 5302 BALA CYNWYD COURT  
 PORTAGE, MICHIGAN 49024

SURVEYOR:

INGERSOLL, WATSON & McMACHEN, INC.  
 RANDY B. LIGMAN, P.S. No. 28413  
 1209 East Milham Road, Suite B  
 Portage, Michigan 49002

PARCEL DESCRIPTION:

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 1381.82 feet along said East line of the former Pennsylvania Railroad right-of-way to the North line of the South half of said Northeast quarter of said Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 1150.77 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of the Northeast quarter; thence S 68°29'05" E 439.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning; containing 35.46 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.

ATTENTION COUNTY REGISTER OF DEEDS:  
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE LOCATED ON SHEET 2.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO OBTAIN DETAIL EDPROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. FLOODPLAN PLAN
4. SITE PLAN
- 4A. SITE PLAN
- 4B. SITE PLAN
5. UTILITY PLAN
- 5A. UTILITY PLAN
- 5B. UTILITY PLAN
6. SINGLE UNIT PLAN
7. DOUBLE UNIT PLAN

NOTE: WITH THIS SUBMISSION, THESE SHEETS ARE TO REPLACE THE SHEETS PREVIOUSLY RECORDED.

REPLAT No. 1 AND 2 SHALL REPLACE SHEETS 1 AND 2 PREVIOUSLY RECORDED. SHEETS 4A AND 4B ARE TO BE ADDED TO EXHIBIT B.  
 REPLAT No. 2 SHEETS 1, 2, 4A, AND 5A SHALL REPLACE SHEETS 1, 2, 4A AND 5A PREVIOUSLY RECORDED.  
 REPLAT No. 3 SHEETS 1, 2, 4A AND 5A SHALL REPLACE SHEETS 1, 2, 4A AND 5A PREVIOUSLY RECORDED. SHEETS 4B AND 5B ARE TO BE ADDED TO EXHIBIT B.

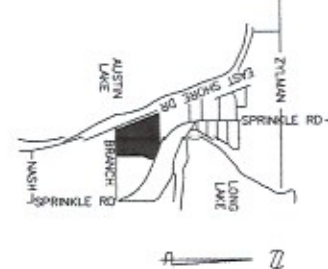
2018-006978 03/08/2018 02:46:18 PM  
 Pages: 6 of 12 AMND  
 JAMB LLC  
 Timothy A. Snow County Clerk/Register Kalamazoo County, MI

AMENDED 3/01/2018  
 AMENDED 8/18/2016  
 PROPOSED 8/01/2008

<b>COVER SHEET</b>	
Ingersoll, Watson & McMachen, Inc. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 1000 West Main Street • Suite 9 • Portage, Michigan 49024 • Phone 269-341-8100	8/01/2008 35238 1



● - INDICATES CONCRETE MONUMENT IN PLACE  
 [Symbol] - CITY OF PORTAGE PARCEL IDENTIFICATION NUMBER



NOTE: THE EXTENT OF THE WETLAND AREA AS SHOWN WAS DETERMINED BY JIMMY BOO SOUTH BEACON, GRAND HAVEN MICHIGAN - FILE 041004/wetdel101204 DATED 10/22/04

NOTE: THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FLOOD DELINEATION REPORT AS IDENTIFIED BY RULE 8321.1314 HAS DETERMINED THE 100 YEAR FLOOD CONTOUR AT ELEVATION 857.30.

EASEMENT NOTE: PARCEL SUBJECT TO A BLANKET EASEMENT TO CONSUMERS POWER COMPANY FOR ELECTRIC LINES AND POLES GRANTED BY OMEN G. BRANCH AND IDA M. BRANCH IN AUGUST 1927. RECORDING INFORMATION NOT LEGIBLE.

EASEMENT "A" - A 20.0' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDED IN DOCUMENT No. 2008-045847.

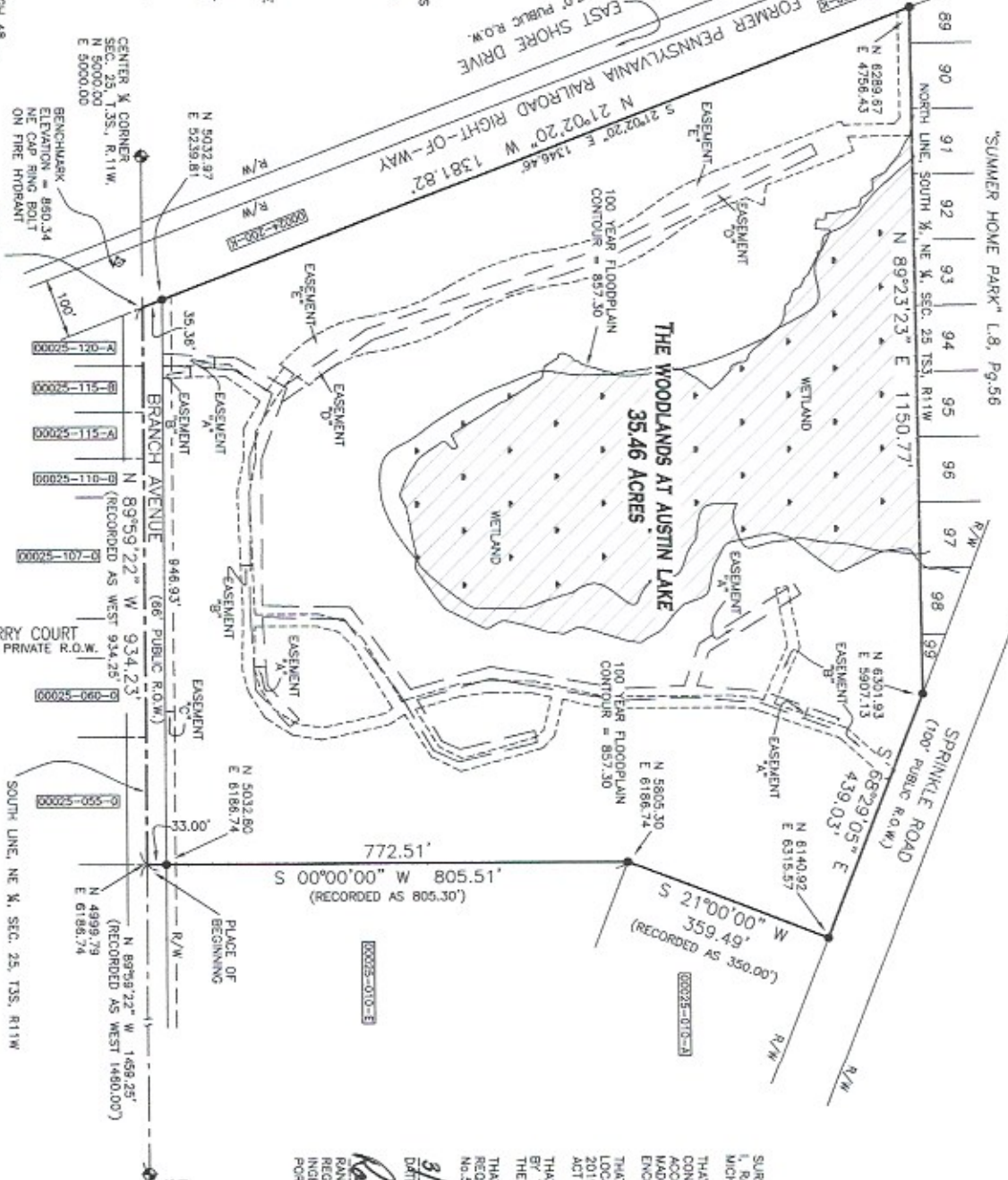
EASEMENT "B" - A 20.0' WIDE WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDED IN DOCUMENT No. 2008-045846

EASEMENT "C" - A 15.0' WIDE EASEMENT TO CONSUMERS ENERGY COMPANY FOR TREE REMOVAL AND CONTROL RECORDED IN DOCUMENT No. 2003-018310

EASEMENT "D" - A 20.0' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDING PENDING.

EASEMENT "E" - WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDING PENDING.

REPLAT No. 1 - ADDED UNITS 25 THROUGH 48.  
 REPLAT No. 2 - REVISED CONDOMINIUM BOUNDARY.  
 REPLAT No. 3 - REVISED CONDOMINIUM BOUNDARY AND ADDED UNITS 49 THROUGH 75.



NOTE: THE BEARINGS SHOWN HEREON WERE ESTABLISHED BASED ON A DIRECTION OF N 89°59'22\"/>

NOTE: THE ELEVATIONS SHOWN HEREON ARE BASED ON USGS DATUM AS PROMULGATED WITHIN THE CITY OF PORTAGE.

AMENDED 9/01/2018  
 AMENDED 8/18/2016  
 PROPOSED 8/01/2008

**THE WOODLANDS AT AUSTIN LAKE**  
**PORTAGE, MICHIGAN**

**SURVEY PLAN**

**Igersoll, Watson & McLaughlin, Inc.**  
 CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS  
 10000 State Ave., Suite 3 • Portage, Michigan 49783 • Phone: 269-334-0100

DATE: 8/01/2008  
 SHEET: 35238  
 OF: 2

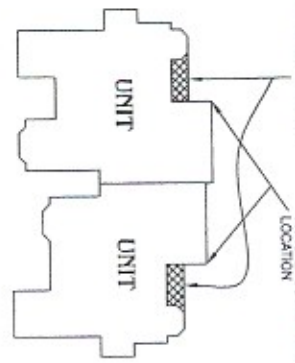
DATE OF SURVEY: 3/01/2018

*Robert B. Igersoll*  
 RANCY E. UGIAN  
 REGISTERED LAND SURVEYORS No. 28413  
 INGERSOLL, WATSON & MCLAUGHLIN, INC.  
 PORTAGE, MICHIGAN 49002

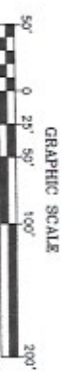


SURVEYOR'S CERTIFICATE:  
 I, RANCY E. UGIAN, REGISTERED LAND SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:  
 THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 196, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTIES DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND OR SHALL BE PLACED PRIOR TO MARCH 1, 2019 AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.  
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.  
 THAT THE BEARINGS AS SHOWN, ARE NOTED IN THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.

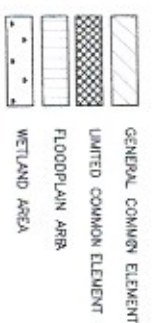
TYPICAL CONCRETE PORCH LIMITED COMMON ELEMENT APPROXIMATELY 64 SF.



TYPICAL UNIT DETAIL  
SCALE 1" = 20'



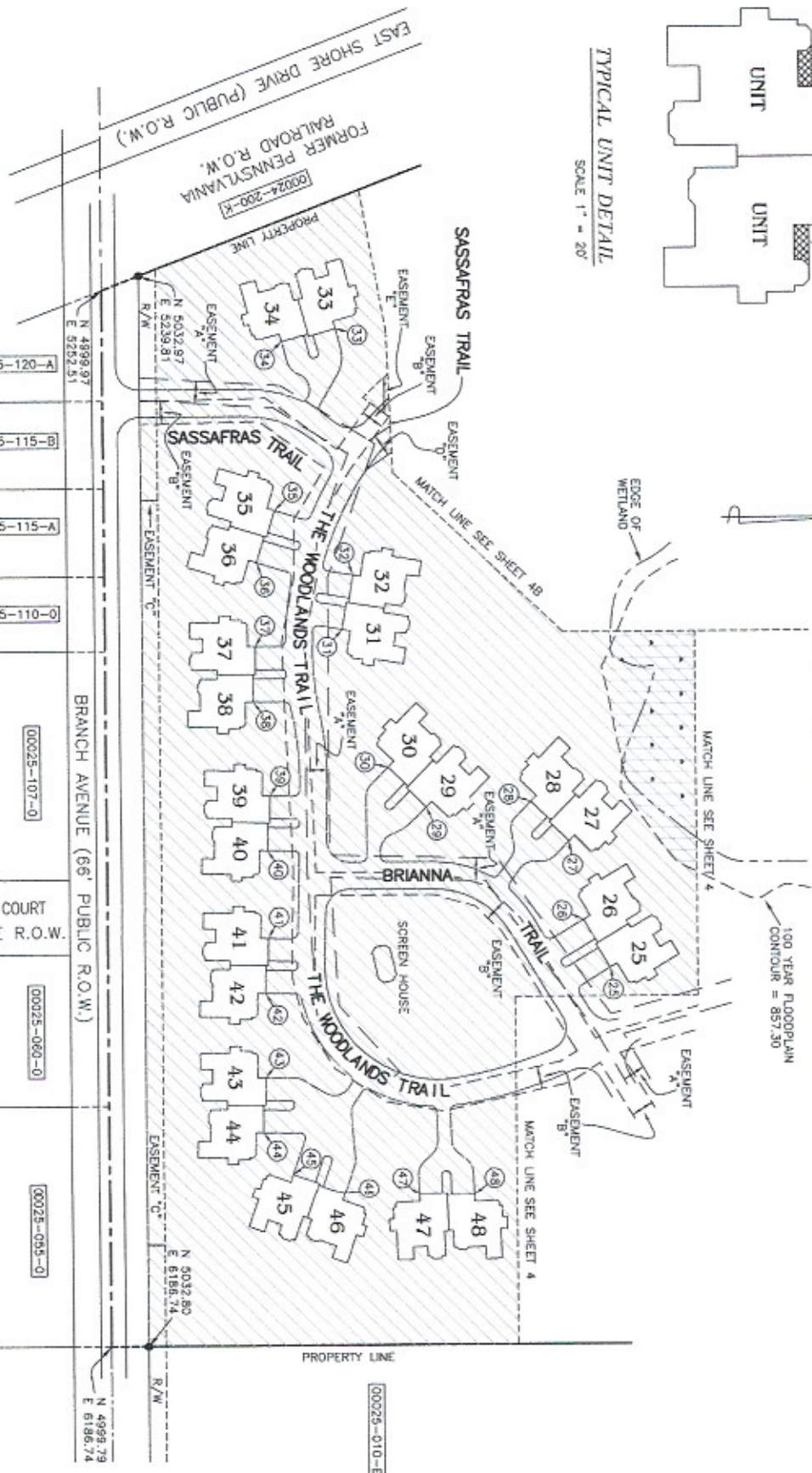
● INDICATES CONCRETE MONUMENT IN PLACE  
● CITY OF PORTAGE PARCEL IDENTIFICATION NUMBER



SCHEDULE OF COORDINATES

No.	Northing	Easting
19	5443.99	6853.67
20	5443.01	6810.27
21	5408.04	6741.24
22	5374.81	6709.63
23	5282.43	6709.98
24	5249.19	6674.38
25	5209.74	6552.70
26	5219.56	6504.99
27	5206.23	6287.39
28	5158.78	6296.39
29	5151.03	6447.60
30	5134.73	6493.90
31	5132.91	6567.77
32	5130.90	6616.44
33	5144.77	6688.06
34	5141.72	6747.67
35	5142.08	6825.03
36	5139.01	6873.64
37	5138.58	6948.69
38	5135.28	6997.24
39	5162.07	6034.01
40	5207.32	6002.02
41	5273.11	6003.03
42	5321.82	6003.34

NOTE: THE COORDINATE VALUES SHOWN HEREON ARE BASED ON A VALUE OF N 2000.00, E 5000.00 ON THE CENTER X CORNER OF SECTION 25, T35, R11W.



- 00025-120-A
- 00025-115-B
- 00025-115-A
- 00025-110-0
- 00025-107-0
- 00025-060-0
- 00025-095-0
- 00025-010-E

BARRY COURT PRIVATE R.O.W.  
BRANCH AVENUE (66' PUBLIC R.O.W.)

EASEMENT NOTE:  
PARCEL SUBJECT TO A BLANKET EASEMENT TO CONSUMERS POWER COMPANY FOR ELECTRIC LINES AND POLES GRANTED BY OWEN G. BRANCH AND IDA W. BRANCH IN AUGUST 1927, RECORDING INFORMATION NOT LEGIBLE.

EASEMENT "A" - A 20.0' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2006-045946.

EASEMENT "B" - A 20.0' WIDE WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDED IN INSTRUMENT 2006-045946.

EASEMENT NOTE:  
EASEMENT "C" - A 15.0' WIDE EASEMENT TO CONSUMERS ENERGY COMPANY FOR TREE REMOVAL AND CONTROL RECORDED IN INSTRUMENT 2003-016310.

EASEMENT "D" - A 20.0' WIDE SANITARY SEWER EASEMENT TO THE CITY OF PORTAGE RECORDING PENDING.

EASEMENT "E" - WATER MAIN EASEMENT TO THE CITY OF PORTAGE RECORDING PENDING.

NOTE:  
WOODLANDS TRAIL, KELSEA TRAIL, BRIANNA TRAIL, AND SASSAFRAS TRAIL, AS SHOWN HEREON ARE PRIVATE PAVED 24 FOOT WIDE STREETS THAT HAVE BEEN BUILT. UNITS 25 THROUGH 48 NEED NOT BE BUILT.

REPLAT No.1 - ADDED UNITS 25 THROUGH 48  
REPLAT No.2 - REVISED CONDOMINIUM BOUNDARY  
REPLAT No.3 - REVISED CONDOMINIUM BOUNDARY AND ADDED UNITS 49 THROUGH 75.

NOTE:  
COMMON AREAS AS SHOWN ON THIS SHEET: GENERAL COMMON ELEMENT = 1,289,800 SF, LIMITED COMMON ELEMENT = 1,1536 SF.

*Handwritten signature: Paul B. Seymour*

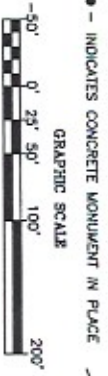
THE WOODLANDS AT AUSTIN LAKE PORTAGE, MICHIGAN

SITE PLAN

DATE	8/01/2008
BY	35258
PROJECT	44

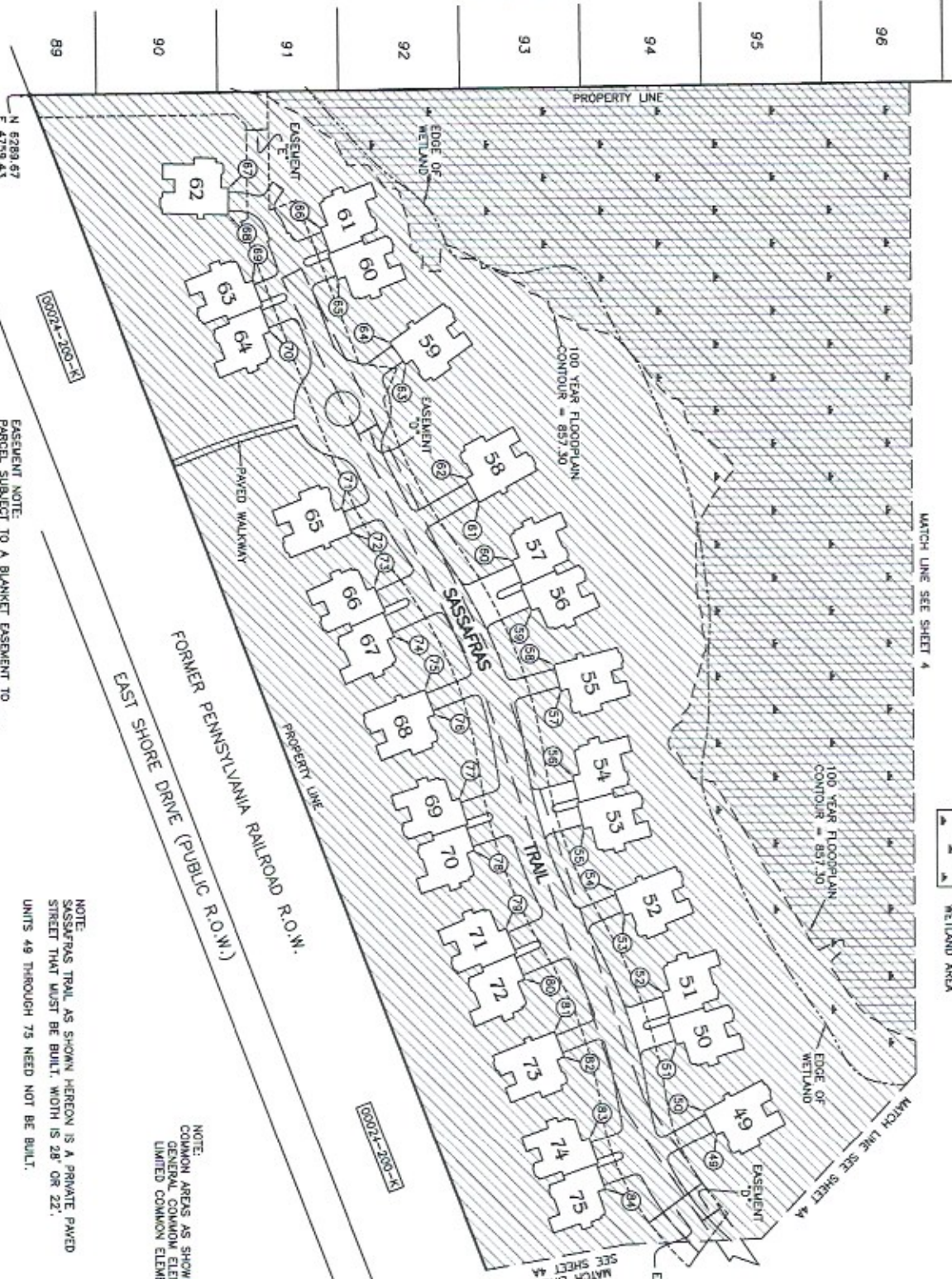
Igersoll, Watson & McEachron, Inc.  
CONSTRUCTIVE CIVIL, SURVEYING AND LAND SERVICES  
140000 State Street - Suite 300 - Portage, Michigan 49783-3400

"SUMMER HOME PARK" SUBDIVISION  
LIBER 8, PAGE 56



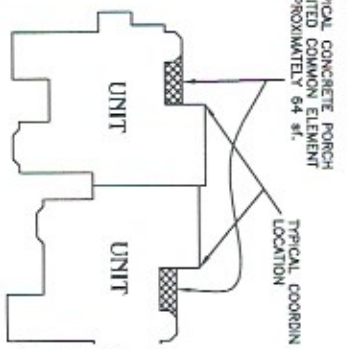
INDICATES CONCRETE MONUMENT IN PLACE

00025-010-A - CITY OF PORTAGE PARCEL IDENTIFICATION NUMBER



MATCH LINE SEE SHEET 4

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
FLOODPLAIN AREA  
WETLAND AREA



TYPICAL UNIT DETAIL  
SCALE 1" = 20'

SCHEDULE OF COORDINATES

No.	Nothing	Easting
25	5443.60	5852.87
49	5350.71	5374.28
50	5372.31	5383.18
51	5432.13	5338.78
52	5479.23	5326.35
53	5547.91	5292.20
54	5570.56	5283.32
55	5626.80	5255.97
56	5674.22	5245.73
57	5750.56	5235.54
58	5774.05	5229.19
59	5823.94	5209.53
60	5868.35	5191.92
61	5920.97	5182.35
62	5942.35	5150.74
63	6045.88	5086.50
64	6065.71	5082.41
65	6122.30	5035.44
66	6168.45	5019.85
67	6204.91	4932.48
68	6190.59	4932.05
69	6211.94	4933.59
70	5918.80	4933.87
71	5884.15	5046.60
72	5884.97	5086.60
73	5884.97	5086.60
74	5800.87	5084.51
75	5752.22	5112.21
76	5729.51	5120.94
77	5654.45	5142.88
78	5607.58	5156.12
79	5537.20	5184.55
80	5491.46	5201.28
81	5444.15	5227.72
82	5421.44	5236.45
83	5347.82	5259.07
84	5301.32	5273.24

NOTE:  
COMMON AREAS AS SHOWN ON THIS SHEET:  
GENERAL COMMON ELEMENT = \$350,000 SF.  
LIMITED COMMON ELEMENT = \$1,728 SF.

NOTE:  
SASSAPRAS TRAIL AS SHOWN HEREON IS A PRIVATE PAVED STREET THAT MUST BE BUILT. WIDTH IS 28' OR 22'.  
UNITS 49 THROUGH 75 NEED NOT BE BUILT.

REPLAT No. 1 - ADDED UNITS 25 THROUGH 48.  
REPLAT No. 2 - REVISED CONDOMINIUM BOUNDARY.  
REPLAT No. 3 - ADDED UNITS 49 THROUGH 75.

PROPOSED 3/01/2018

THE WOODLANDS AT AUSTIN LAKE  
PORTAGE, MICHIGAN

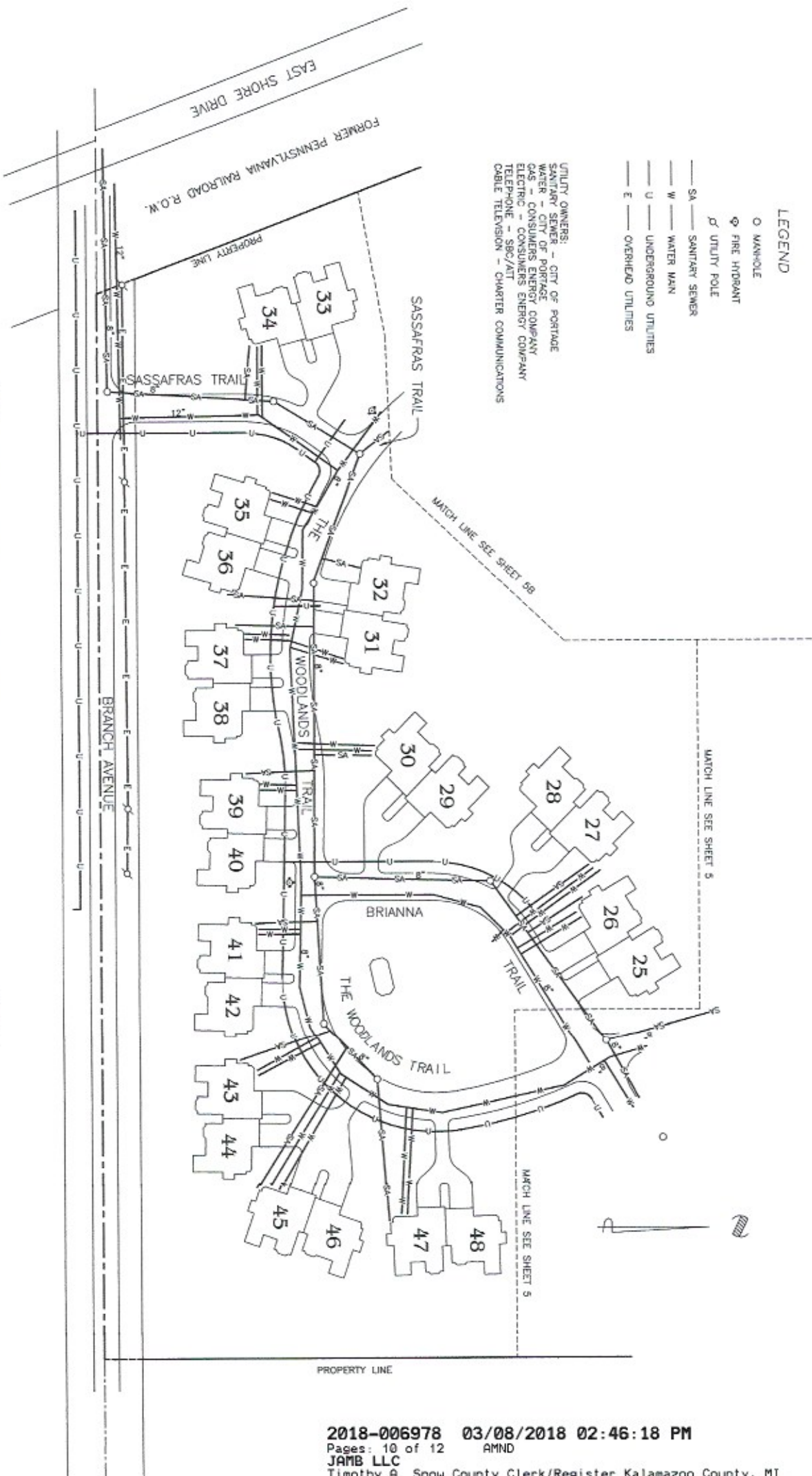
SITE PLAN

Ingersoll, Watson & McKachen, Inc.  
CONSULTING ENGINEERS AND LAND SURVEYORS  
1200 East Sherman Road - Suite 217 - Portage, Michigan 49783  
3/01/2018  
35238  
4B

LEGEND

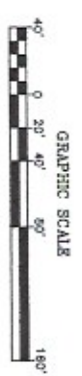
- MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ UTILITY POLE
- SA SANITARY SEWER
- W WATER MAIN
- U UNDERGROUND UTILITIES
- E OVERHEAD UTILITIES

UTILITY OWNERS:  
 SANITARY SEWER - CITY OF PORTAGE  
 WATER - CITY OF PORTAGE  
 GAS - CONSUMERS ENERGY COMPANY  
 ELECTRIC - CONSUMERS ENERGY COMPANY  
 TELEPHONE - SBC/ATT  
 CABLE TELEVISION - CHARTER COMMUNICATIONS



NOTE:  
 THE UTILITIES SHOWN HEREON ARE BASED ON CONSTRUCTION PLANS PROVIDED BY THE DEVELOPER ALONG WITH CERTAIN INFORMATION PROVIDED BY THE UTILITY OWNERS.  
 INDIVIDUAL SERVICE LINES AND METERS SHALL BE INSTALLED AS THE UNITS ARE DEVELOPED.  
 ALL UTILITIES HAVE OR MUST BE BUILT.

REPLAT No. 1 - ADDED UNITS 25 THROUGH 48.  
 REPLAT No. 2 - REVISED CONDOMINIUM BOUNDARY.  
 REPLAT No. 3 - REVISED CONDOMINIUM BOUNDARY AND ADDED UNITS 49 THROUGH 75.



AMENDED 3/01/2018  
 AMENDED 8/19/2018  
 PROPOSED 8/01/2008

THE WOODLANDS AT AUSTIN LAKE  
 PORTAGE, MICHIGAN

UTILITY PLAN

Ingersoll, Watson & McClatchen, Inc.  
 CONSULTING ENGINEERS AND LAND SURVEYORS

NO.	8/01/2008
DATE	3/21/18
SHEET NO.	54

2018-006978 03/08/2018 02:46:18 PM  
 Pages: 10 of 12 AMND

JAMB LLC  
 Timothy A. Snow County Clerk/Register Kalamazoo County, MI



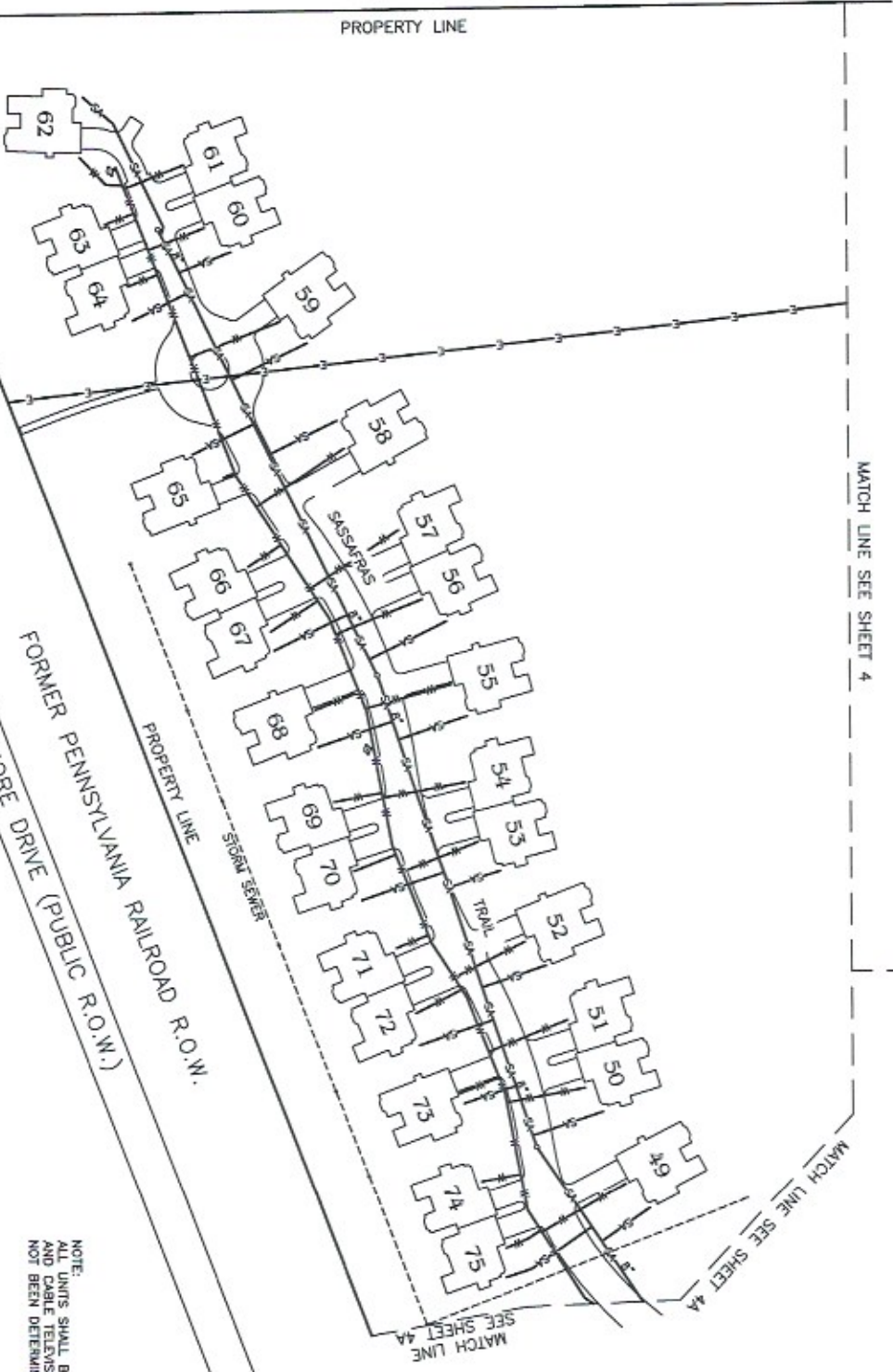


MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 4A

- LEGEND**
- MANHOLE
  - ◊ FIRE HYDRANT
  - ⊕ UTILITY POLE
  - SA — SANITARY SEWER
  - W — WATER MAIN
  - U — UNDERGROUND UTILITIES
  - E — OVERHEAD UTILITIES

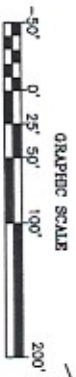
UTILITY OWNERS:  
 SANITARY SEWER - CITY OF PORTAGE  
 WATER - CITY OF PORTAGE  
 GAS - CONSUMERS ENERGY COMPANY  
 ELECTRIC - CONSUMERS ENERGY COMPANY  
 TELEPHONE - SBC/ATT  
 CABLE TELEVISION - CHARTER COMMUNICATIONS  
 STORM SEWER - CONDOMINIUM ASSOCIATION



NOTE:  
 ALL UNITS SHALL BE SERVICED BY GAS, ELECTRIC, TELEPHONE  
 AND CABLE TELEVISION. THE LOCATIONS OF THESE UTILITIES HAS  
 NOT BEEN DETERMINED AS OF THE TIME OF THIS RECORDING.

NOTE:  
 THE UTILITIES SHOWN HEREON ARE BASED ON CONSTRUCTION  
 PLANS PROVIDED BY THE DEVELOPER ALONG WITH CERTAIN  
 INFORMATION PROVIDED BY THE UTILITY OWNERS.  
 INDIVIDUAL SERVICE LINES AND METERS SHALL BE INSTALLED AS  
 THE UNITS ARE DEVELOPED.  
 ALL UTILITIES HAVE OR MUST BE BUILT.

REPLAT No. 1 - ADDED UNITS 25 THROUGH 48  
 REPLAT No. 2 - REVISED CONDOMINIUM BOUNDARY  
 REPLAT No. 3 - REVISED CONDOMINIUM BOUNDARY AND  
 ADDED UNITS 49 THROUGH 75.



**THE WOODLANDS AT AUSTIN LAKE  
 PORTAGE, MICHIGAN**

*Paul D. [Signature]*

**UTILITY PLAN**

Ingersoll, Watson & McKachen, Inc.  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 1300 East Shore Road - Suite 2 - Portage, Michigan 49783 - 269-226-4488



**EXHIBIT C**  
**LEGAL DESCRIPTION**

A parcel of land situated in the North half of Section 25, Town 3 South, Range 11 West, City of Portage, Kalamazoo, County, Michigan, being more particularly described as follows:

Commencing at the East quarter corner of Section 25, Town 3 South, Range 11 West; thence N 89°59'22" W 1459.25 feet (previously described as N 90°00'00" W 1460.00 feet) along the South line of the Northeast quarter of said Section to the Place of Beginning; thence continuing N 89°59'22" W 934.23 feet (previously described as N 90°00'00" W 934.25 feet) along said South line to the East line of the former Pennsylvania Railroad right-of-way; thence N 21°02'20" W 1381.82 feet along said East line of the former Pennsylvania Railroad right-of-way to the North line of the South half of said Northeast quarter of said Section 25 and the South line of the "Summer Home Park" subdivision according to the plat thereof as recorded in Liber 8 of Plats on Page 56 Kalamazoo County Records; thence N 89°23'23" E 1150.77 feet along said North line of the South half of the Northeast quarter and the South line of the "Summer Home Park" subdivision to the Southwesterly right-of-way line of Sprinkle Road; thence S 68°29'05" E 439.03 feet along said Southwesterly right-of-way line; thence S 21°00'00" W 359.49 feet (previously recorded as 350.00 feet); thence S 00°00'00" W 805.51 feet to the Place of Beginning, containing 35.46 acres of land. The South 33.0 feet being subject to highway easement for Branch Avenue.

2018-006978 03/08/2018 02:46:18 PM

Pages: 12 of 12 AMND

JAMB LLC

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



3

RECEIVED

2019 NOV 14 PM 3: 28

COUNTY OF KALAMAZOO

2019-034416 11/14/2019 03:31:53 PM

Pages: 1 of 3 AMND

LEWIS REED & ALLEN P.C.

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**FOURTH AMENDMENT TO MASTER DEED**

**THE WOODLANDS AT AUSTIN LAKE**

(Act 59, Public Acts of 1978  
as amended)

Kalamazoo County Condominium Subdivision Plan No. 196

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

This Instrument Drafted by:

James M. Marquardt  
LEWIS REED & ALLEN P.C.  
136 E. Michigan Avenue, Suite 800  
Kalamazoo, MI 49007  
269-388-7600

**FOURTH AMENDMENT TO MASTER DEED**

The Woodlands at Austin Lake  
(Act 59, Public Acts of 1978  
as amended)

14<sup>th</sup> This Fourth Amendment to Master Deed (this "Fourth Amendment") is made as of the day of November, 2019, by JAMB LLC, a Michigan limited liability company, whose address is 5302 Bala Cynwyd Court, Portage, MI 49024 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act") and with the approval and direction of the Board of Directors of The Woodlands at Austin Lake Condominium Association.

**PREAMBLE**

A. A condominium project known as The Woodlands at Austin Lake (the "Project"), was established pursuant to the Master Deed recorded on March 13, 2006, at Instrument Number 2006-009204 of the Kalamazoo County Records; as amended by that certain First Amendment to Master Deed recorded on August 19, 2008, at Instrument Number 2008-027526; as further amended by that certain Second Amendment to Master Deed recorded on November 4, 2016, at Instrument Number 2016-036419; and further amended by that certain Third Amendment to Master Deed recorded on March 8, 2018, at Instrument Number 2018-006978 (collectively, the "Master Deed").

B. On or about October 29, 2019, at a duly-noticed meeting of the Board of Directors of The Woodlands at Austin Lake Condominium Association, the Board voted to approve an increase in the buy-in fee as set forth in Article II, Section 3(d); and made the further determination that the proposed amendment does not materially alter or change the rights of any Co-owner or Mortgagee of a Unit in the Project.

C. Pursuant to the provisions contained in Article X, Section C of the Master Deed, an amendment to the Master Deed may be made without the consent of any Co-owner or Mortgagee, if the amendment does not materially alter or change the rights of any Co-owner or Mortgagee of a Unit in the Project.

D. The Condominium Bylaws are now proposed to be amended to increase the buy-in fee. Therefore, on recording this Fourth Amendment with the Kalamazoo County Register of Deeds, the Condominium Bylaws, being Exhibit A to the Master Deed, shall be amended as set forth below:

**AMENDMENT**

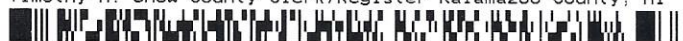
1. Article II, Section 3, Subsection (d) is hereby deleted in its entirety and replaced with the following:

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LEWIS REED & ALLEN P.C.

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



Notwithstanding anything herein to the contrary, every purchaser of a Unit in the Condominium, whether initial purchaser or successor purchaser, shall pay a one-time, non-refundable, buy-in fee to the Association prior to or at Closing, that is equal to the greater of \$750 or two times the then-current monthly assessment amount, which will be documented as if the regular assessments to the Co-owners were paid on a monthly basis.

2. Except as provided above, all of the terms and conditions of the Master Deed, as amended by this Fourth Amendment, shall remain in full force and effect.

This Fourth Amendment to Master Deed has been executed as of the day and year first written above.

JAMB LLC,  
a Michigan limited liability company

By: Raymond W. Patterson  
Raymond W. Patterson  
Its: Member

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF KALAMAZOO        )

The foregoing instrument was acknowledged before me on the 14<sup>th</sup> day of November, 2019, by Raymond W. Patterson, as Member of JAMB LLC, a Michigan limited liability company, on behalf of the company.

James M. Marquardt  
Print name: James M. Marquardt  
Notary Public, Kalamazoo County, MI  
My commission expires: 12-18-2020  
Acting in Kalamazoo County, MI

