



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 1 of 60

## MASTER DEED

OF

## BLOOMFIELD ACRES

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

Muskegon County Condominium Subdivision Plan No. 135 containing:

1. Master Deed establishing Bloomfield Acres Condominium
2. Exhibit A to Master Deed: Condominium Bylaws.
3. Exhibit B to Master Deed: Condominium Subdivision Plan

This document is exempt from transfer tax under MCL 207.505(a).

Muskegon, Mich: Oct 8 2004

"I hereby certify that there are no tax liens or titles held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."

No. 131690 Jean A. Koens Co. Treas.  
AK

## TABLE OF CONTENTS

|                                                                 |  |
|-----------------------------------------------------------------|--|
| <b>Section 1. Establishment of Condominium</b>                  |  |
| 1.1 Project                                                     |  |
| 1.2 Establishment of Condominium                                |  |
| 1.3 Project Description                                         |  |
| 1.4 Co-owner Rights                                             |  |
| <b>Section 2. Legal Description of the Property</b>             |  |
| 2.1 Condominium Property                                        |  |
| 2.2 Beneficial Easements                                        |  |
| <b>Section 3. Definitions</b>                                   |  |
| 3.1 Definitions                                                 |  |
| 3.2 Applicability                                               |  |
| <b>Section 4. Common Elements</b>                               |  |
| 4.1 General Common Elements                                     |  |
| 4.2 Limited Common Elements                                     |  |
| 4.3 Maintenance Responsibilities                                |  |
| 4.4 Assignment of Limited Common Elements                       |  |
| 4.5 Power of Attorney                                           |  |
| 4.6 Separability                                                |  |
| <b>Section 5. Description, Value, and Modification of Units</b> |  |
| 5.1 Description of Units                                        |  |
| 5.2 Percentage of Value                                         |  |
| 5.3 Unit Modification                                           |  |
| <b>Section 6. Expandability of Condominium</b>                  |  |
| 6.1 Future Development Area                                     |  |
| 6.2 Addition of Units                                           |  |
| 6.3 Expansion Not Mandatory                                     |  |
| 6.4 Amendment(s) to Master Deed                                 |  |
| 6.5 Redefinition of Common Elements                             |  |
| 6.6 Additional Provisions                                       |  |
| <b>Section 7. Contractability of Condominium</b>                |  |
| 7.1 Limit of Unit Contraction                                   |  |
| 7.2 Withdrawal of Units                                         |  |
| 7.3 Contraction not Mandatory                                   |  |
| 7.4 Amendment(s) to Master Deed                                 |  |
| 7.5 Additional Provisions                                       |  |
| 7.6 Withdrawal of Property                                      |  |
| 7.7 Access and Use of Withdrawn Property                        |  |
| <b>Section 8. Easements</b>                                     |  |
| 8.1 Easements                                                   |  |
| 8.2 Easements for Support, Maintenance, and Repair              |  |
| 8.3 Easements Reserved by Developer                             |  |



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 2 of 60

**Section 9. Convertible Areas**

- 9.1 Limits of Conversion
- 9.2 Conversion Rights
- 9.3 Conversion Not Mandatory
- 9.4 Amendment(s) to Master Deed
- 9.5 Redefinition of Common Elements
- 9.6 Additional Provisions

**Section 10. Amendment and Termination**

- 10.1 Pre-Conveyance Amendments
- 10.2 Post-Conveyance Amendments
- 10.3 Project Termination

**Section 11. Assignment of Developer Rights**

**Exhibit A**—Condominium Bylaws of Bloomfield Acres

**Exhibit B**—Condominium Subdivision Plan for Bloomfield Acres



Mark Fairchild, Muskegon Co ROD D18

**5122788**

**L-3622 P-452**

10/08/2004 04:11P

Page: 3 of 60

**MASTER DEED**  
**OF**  
**BLOOMFIELD ACRES CONDOMINIUM**

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

This Master Deed is signed and delivered on August 23, 2004, by **B & V Developers, Inc.**, a Michigan corporation, of 2169 Horton Road, North Muskegon, Michigan 49445, ("Developer") upon the terms and conditions set forth below.

**ARTICLE I**  
**ESTABLISHMENT OF CONDOMINIUM**

1.1 **Project.** Developer is engaged in the development of a Project to be known as Bloomfield Acres Condominium (the "Project"), in the Township of Laketon, Muskegon County, Michigan on a parcel of land as described in Article II.

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

1.3 **Project Description.** The Project is a residential Condominium. The Condominium Units that may be developed in the Project, including the number, boundaries, dimensions, and area of each Unit ("Unit"), are shown on the Condominium subdivision plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 **Co-owner Rights.** Each owner of a Unit ("Co-owner") in the Project shall have an exclusive Property right to the Co-owner's Unit and to the limited common elements that are appurtenant to the Co-owner's Unit, and shall have an undivided right



Mark Fairchild, Muskegon Co ROD 010

**5122788**

**L-3622 P-452**

10/08/2004 04:11P

Page: 4 of 50

to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

## ARTICLE II LEGAL DESCRIPTION OF THE PROPERTY

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

That part of the West 1/2 of the South 30 acres of the Southeast 1/4 of the Southeast 1/4 of Section 2, Town 2, Range 10 North, Range 17 West, Laketon Township, Muskegon County, Michigan described as follows: Commencing at the Southeast corner of said Section 2; thence North 88°40'30" West along the South line of said Section 674.49 feet for POINT OF BEGINNING; thence continue North 88°40'30" West along said South line 509.48 feet; thence North 00°23'13" East, parallel with the West line of said Southeast 1/4 of the Southeast 1/4 a distance of 231.00 feet thence North 88°40'30" West 132.00 feet; thence South 00°23'13" West 231.00 feet to the South line of said Section 2; thence North 88°40'30" West along said South line 33.00 feet to the West line of said Southeast 1/4 of the Southeast 1/4; thence North 00°23'13" East along said West line 971.13 feet to the North line of the South 30 acres of said Southeast 1/4 of the Southeast 1/4; thence South 88°40'30" East along said North line 671.33 feet to the East line of the West 1/2 of said Southeast 1/4 of the Southeast 1/4; thence South 00°12'02" West along said East line 971.19 feet to Point of Beginning. EXCEPT commencing at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 2; thence South 88°40'30" East along the South line of said Section 33.00 feet; thence North 00°23'13" East 363.00 feet for Point of Beginning; thence continue North 00°23'13" East 100.00 feet; thence South 88°40'30" East 132.00'; thence South 00°23'13" West 100.00 feet; thence North 88°40'30" West 132.00 feet to point of beginning. Subject to an easement for ingress, egress and utilities, as Recorded in Liber 134, Page 332, Muskegon County Records, over the West 33.00 feet thereof; ALSO a 50.00 foot wide easement for Emergency Vehicle access over the North 50.00 feet of the South 363.00 feet of the East 138.92 feet of the West 171.92 feet thereof. The South 33.00 feet thereof to be reserved for road (Giles Road) purposes.

Parcel #61-09-002-400-0028-00

2.2 **Beneficial Easements.** Easements are created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by the ingress, egress, utility, and other easements described and/or shown on Exhibit B.

12/17/04  
77



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P  
Page: 5 of 60

### ARTICLE III DEFINITIONS

3.1 **Definitions.** Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the articles of incorporation, Association bylaws, and rules and regulations of the Bloomfield Acres Condominium Association, Inc., a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act or Condominium Act* means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.
- b. *Administrator* means the Michigan Department of Consumer and Industry Services, which is designated to serve as administrator of the Act.
- c. *Association or Association of Co-owners* means Bloomfield Acres Condominium Association, Inc., the Michigan nonprofit corporation of which all Co-owners shall be members, and that shall administer, operate, manage, and maintain the Project.
- d. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- e. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article 4 of this Master Deed.
- f. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Co-owners.
- g. *Condominium Documents* means this Master Deed with its exhibits, the articles and bylaws of the Association, the rules and regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.
- h. *Condominium Property* means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such Property.
- i. *Condominium Subdivision Plan or Subdivision Plan* means Exhibit B to this Master Deed, which is the site, survey, floor, and other drawings depicting both existing and proposed structures and improvements to be included in the Project.



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 6 of 60

j. **Condominium Unit or Unit** means that portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

k. **Co-owner** means the person, firm, corporation, partnership, Association, trust, or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. The term *owner*, wherever used, is synonymous with the term *Co-owner*.

l. **Developer** means B & V Developers, Inc., a Michigan corporation, which has signed, delivered, and recorded this Master Deed, and the successors and assigns of Developer.

m. **Development and Sales Period**, for purposes of the Condominium documents and the rights reserved by Developer and its successors, shall be deemed to continue for as long as Developer or its successors continue to own and offer for sale any Unit in the Project that has not been previously conveyed or leased.

n. **General Common Elements** means those common elements described in Section 4.1 that are for the use and enjoyment of all Co-owners in the Project.

o. **Limited Common Elements** means those common elements described in Section 4.2 that are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

p. **Master Deed** means this document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to Condominium ownership.

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

r. **Project or Condominium** means Bloomfield Acres Condominium, a residential Condominium development established under the provisions of the Act.

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

3.2 **Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly,



Mark Fairchild, Muskegon Co ROD 010

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 7 of 60

B.A. Master Deed

whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

ARTICLE IV  
COMMON ELEMENTS

Add  
Architectural  
Committee

4.1 **General Common Elements.** The general common elements are:

a. **Real Estate.** The land described in Section 2 of this Master Deed that is not otherwise designated as a limited common element, including easement interests of the Condominium provided to it for ingress, egress, and/or utility installation over, across, and through non-condominium properties and/or individual Units in the Project;

b. **Exterior Improvements.** The private roadway(s), parking spaces, and the common walkways, lawns (except for those portions designated as limited common elements), yards, trees, shrubs and other improvements;

c. **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors, and ceilings;

to point of  
connection  
as in outline

d. **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors, and ceilings;

e. **Heating and Air-conditioning.** The heating and/or air-conditioning conduits and ducts throughout the common areas of the Project, including those conduits and ducts contained within common walls, floors, and ceilings;

7,

f. **Water.** The underground sprinkling system (if any) for the common elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors, and ceilings;

None

g. **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors, and ceilings;

h. **Storm Drainage.** The storm drainage and/or water retention system throughout the common areas of the Project (see Section 8.4 for more information);

i. **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors, and ceilings;



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 8 of 60

2

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

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

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

m. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

n. **Parking.** The parking areas that are not limited common elements are general common elements and shall be available to Co-owner's guests and invitees. The parking spaces may not be used by a Co-owner as a permanent parking space for a vehicle owned by a Co-owner;

o. **Miscellaneous Common Elements.** All other common elements of the Project not designated as limited common elements and not enclosed within the boundaries of a Condominium Unit, that are intended for common use or are necessary to the existence, upkeep, or safety of the Project; and

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

4.2 **Limited Common Elements.** The limited common elements are:

a. **Utility Service Lines.** The pipes, ducts, wiring, and conduits supplying service for electricity, gas, water, sewage, telephone, television, and/or other utility or telecommunication services located within a Condominium Unit and supplying service to that Unit alone;

b. **Balconies and Porches.** The balcony and/or porch attached to each Unit in the Project and the exterior hardware of each Unit;

c. **Delivery Boxes.** The mail and/or newspaper box located on a Unit or permitted by the Association on the general common elements to serve the Unit;



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 9 of 60

○ = Common

windows?

Condo

Sub Plan

including - sun room decks?

4 season Room

(Interior only)

Common Elements

3

d. **Heating and Cooling Appliances.** The fireplace combustion chamber and flue, and the separate furnace, water heater, air conditioner, and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

*usually  
areas  
by owner*  
e. **Windows, Sliders, Doors and Screens.** The automatic garage door opening mechanism and the windows, sliders, doors, and/or screens located within or adjacent to any Unit perimeter wall;

*- Fire safe  
write as  
part of  
insurance*  
f. **Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings, and floors;

g. **Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings, and floors, located within a Condominium Unit;

*Liability*  
h. **Driveways and Walkways.** The portion of any driveway and walkway exclusively serving the residence, constructed within a Unit, located between the Unit and the paved roadway;

*Recommend  
Assoc. cover*  
i. **Miscellaneous.** Any other improvement designated as a limited common element appurtenant to a particular Unit or Units in the subdivision plan or in any future amendment to the Master Deed made by Developer or the Association; and

j. **Subsequent Assignment.** In the event that no specific assignment of one or more of the limited common elements described in this Section has been made in the subdivision plan, Developer (during the development and sales period) and the Association (after the development and sales period has expired) reserve the right to designate each such space or improvement as a limited common element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

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

a. **Limited Common Elements.** Each Co-owner shall be individually responsible for the routine cleaning, maintenance, repair, and replacement of all limited common elements appurtenant to the Co-owner's Unit, except for the following: the driveways described in 4.2(h) and the ground area outside the perimeter of each Unit as described in Section 4.2(i);

b. **Unit Improvements and Other Co-owner Responsibilities.** Unit Co-owners shall also be responsible for snow removal of that portion of the common sidewalk (if any) adjacent to the Unit. If any Unit owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the common elements appurtenant to the Unit that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or

*sidewalk  
snow*



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 10 of 60

expenses may, at the option of the Association, be specially assessed against that Unit or Units;

NOTE

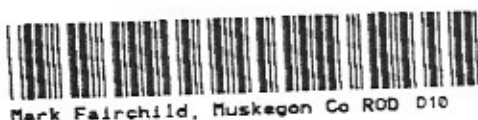
c. **Association Oversight.** The appearance of the balconies, porches, driveways, walkways and ground area that is a limited common element shall at all times be subject to the approval of the Association. In the event that the cleaning and decoration of such common elements by the responsible Co-owner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

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

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

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

4.6 **Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant common elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 11 of 60

5  
that might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant common elements.

## ARTICLE V DESCRIPTION, VALUE, AND MODIFICATION OF UNITS

5.1 **Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the subdivision plan as surveyed by the Project's consulting engineers and surveyors. Each such Unit shall include all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors, and ceilings as depicted in the subdivision plan and as delineated by detailed dimensional descriptions contained by the outline, less any common elements located within the description. In determining dimensions, each Condominium Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

5.2 **Percentage of Value.** The total percentage value of the Project is 100, and the percentage of value assigned to each of the Condominium Units in the Project shall be equal to each other Unit. The determination that percentages of value for all such Units should be equal was made after reviewing the comparative characteristics of each Unit that would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be changed only in the manner permitted by Article X, expressed in an amendment to this Master Deed and recorded in the public records of the county in which the Project is located.

5.3 **Unit Modification.** The number, size, style, and/or location of Units or of any limited common element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Co-owner, mortgagee, or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or limited common element; provided, that no Unit that has been sold or that is subject to a binding purchase agreement shall be modified without the consent of the Co-owner or purchaser and the mortgagee of such Unit. Developer may also, in connection with any such modification, readjust percentages of value for all Units in a manner that gives reasonable recognition to such changes based upon the method of original determination of percentages of value for the Project. All Co-owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a power of attorney to Developer and its successors for such purpose that is similar in nature and effect to that described in Section 4.5 of this Master Deed.



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P  
Page: 12 of 50

## ARTICLE VI EXPANDABILITY OF CONDOMINIUM

6.1 **Addition of Units.** The number of Units in the Project may, at the option of Developer from time-to-time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the future development area and the establishment of Units on such area. The nature, location, size, types, and dimensions of the Units and other improvements to be located within the future development area will be determined by Developer in its sole discretion. No Unit will be created within any part of the future development area which is added to the Condominium that is not restricted exclusively to residential use.

6.2 **Expansion Not Mandatory.** None of the provisions of this Section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the future development area as a separate Project (or Projects) or as any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly provided in this Section. There is no obligation on the part of Developer to add to the Project all or any portion of the future development area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added Property.

6.3 **Amendment(s) to Master Deed.** An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of Developer, and may proportionately adjust the percentages of value assigned by Section 5.2 in order to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in percentages of value (if any) will be made in the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

6.4 **Redefinition of Common Elements.** The amendment or amendments to the Master Deed made by Developer to expand the Condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the future development area from the roadways located in the Project.

6.5 **Additional Provisions.** The amendment or amendments to the Master Deed made by Developer to expand the Condominium may also contain such provisions



as Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

## ARTICLE VII CONTRACTABILITY OF CONDOMINIUM

**7.1 Limit of Unit Contraction.** The Project established by this Master Deed consists of 56 Units and may, at the election of Developer, be contracted.

**7.2 Withdrawal of Units.** The number of Units in the Project may, at the option of Developer from time to time within a period ending not later than six years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1; provided, that no Unit that has been sold or that is the subject of a binding purchase agreement may be withdrawn without the consent of the Co-owner, purchaser, and/or mortgagee of such Unit. Developer may also, in connection with any such contraction, readjust the percentages of value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the percentages of value. Other than as provided in this Article, there are no restrictions or limitations on the right of Developer to withdraw lands from the Project or as to the portion or portions of land that may be withdrawn, the time or order of such withdrawals or the number of Units and/or common elements that may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

**7.3 Contraction not Mandatory.** There is no obligation on the part of Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate Project (or Projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining Project.

**7.4 Amendment(s) to Master Deed.** A withdrawal of lands from this Project by Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of Developer, and may adjust the percentages of value assigned by Section 5.2 in order to preserve a total value of 100 percent for the entire Project resulting from such amendment(s).



**7.5 Additional Provisions.** Any amendment(s) to the Master Deed made by Developer to contract the Condominium may also contain such provisions as Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of common elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

**7.6 Withdrawal of Property.** If the development and construction of all improvements to the Project has not been completed within a period ending 10 years after the date on which construction was commenced, or six years after the date on which rights of expansion, contraction, or convertibility were last exercised, whichever first occurs, Developer shall have the right to withdraw all remaining undeveloped portions of the Project without the consent of any Co-owner, mortgagee, or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as general common elements of the Project, and all rights to construct Units on such lands shall cease.

**7.7 Access and Use of Withdrawn Property.** At the option of Developer, any undeveloped portions of the Project that have been withdrawn under the provisions of Section 7.6 shall be granted easements for access and utility installation over, across, and through the remaining Project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of Units developed on the withdrawn lands to the number of Units developed in the remaining Project. Removed lands shall be developed in a manner that is not detrimental to, or inconsistent with, the character of the remaining Project.

## ARTICLE VIII EASEMENTS

**8.1 Easements.** The easements shown on the subdivision plan shall benefit and burden the Condominium Units and common elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium documents.

**8.2 Easements for Support, Maintenance and Repair.** Every portion of a Condominium Unit that contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the common elements within the building. In the event that any portion of a Unit or common element encroaches upon another Unit or common element due to the shifting, settling, or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or Developer during the development and sales period) for the



Mark Fairchild, Muskegon Co ROD 010

5122788

L-3622 P-452

10/08/2004 04 11P

Page: 15 of 60

maintenance and repair of common elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility, and there shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the common elements and to the Units at such times as may be reasonable for the installation, repair, or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall, or other improvement to install, repair, or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium bylaws.

**8.3 Easements Reserved by Developer.** Until the initial sale of all Units that may be created under the provisions of this Master Deed or of any other Project developed by Developer or its successors on the Property has been completed, Developer reserves nonexclusive easements that may be used at any time or times for the benefit of itself, its successors, and assigns:

- a. **Access.** To use, improve, and/or extend all roadways, drives, and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real Property owned by it; and
- b. **Utilities.** To use, tap, tie into, extend, and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

The easements described in this Section are subject to payment by the owners of a proportionate share (based on the total number of residences using the easements) of the cost of maintenance and repair of the improvements constructed in such easements.

#### **8.4 Drainage.**

a. **Bloomfield Acres Condominium Drain.** The property is burdened by an easement for drainage over the property shown on Exhibit B. The drainage easement was established by An Agreement for the Establishment of a County Drain and a County Drainage District Pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as Amended ("Drainage Agreement"). The Drainage Agreement establishes the "Bloomfield Acres Site Condominium Drain" and the property included in the drain constitutes the Bloomfield Acres Site Condominium Drainage District (the "Drain"). The Association shall maintain the Drain pursuant to the terms of the Drainage Agreement and all costs associated with the repair or maintenance of the Drain shall be borne by the Association. Provided, to the extent of any damage caused by any Co-owner or a Co-owner's agent or invitee, any such repairs shall be made by the Co-owner responsible for the damage.

b. **Other Drainage.** No changes will be made in the grading of any areas used as drainage swales that would alter surface runoff of drainage patterns without the prior written consent of Developer.



Mark Fairchild, Muskegon Co ROD D10

**5122788**

**L-3622 P-452**

10/08/2004 04:11P

Page: 18 of 60

## ARTICLE IX CONVERTIBLE AREAS

9.1 **Limits of Conversion.** The Project established by this Master Deed initially consists of 54 Condominium Units and may, at the election of Developer, be increased.

9.2 **Conversion Rights.** The number of Units in the Project may, at the option of Developer from time to time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the conversion of all or any part of the common elements designated as "convertible areas" on the Condominium subdivision plan into additional Condominium Units and/or limited common elements appurtenant to such Units. Developer may also, in connection with any the conversion, readjust percentages of value for all Units in the Project under a manner that gives reasonable recognition to the total number of Units, based upon the method of original determination of percentages of value.

9.3 **Conversion Not Mandatory.** There is no obligation on the part of Developer to convert any part of the convertible area nor is there any obligation to convert portions of such area in any particular order nor to construct particular improvements on any converted Unit. Other than as provided in this article, there are no restrictions or limitations on the right of Developer to create additional Units or as to the portion or portions of the convertible area that may be converted, the time or order of such conversions or the number of Units and/or common elements that may be converted.

9.4 **Amendment(s) to Master Deed.** An increase in the number of Units by exercise of Developer's conversion rights will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of Developer, and may proportionately adjust the percentages of value assigned by Section 5.2 in order to preserve a total value of 100 percent for the entire Project.

9.5 **Redefinition of Common Elements.** The conversion amendment(s) to the Master Deed made by Developer may contain such further definitions and redefinitions of general or limited common elements as Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional Units being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any common element previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article.

9.6 **Additional Provisions.** Any amendment(s) to the Master Deed made by Developer for conversion purposes may also contain such provisions as Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the Unit(s) being added to the Project; and (ii) to create or change restrictions or other



Mark Fairchild, Muskegon Co ROD 010

5122788

L-3622 P-452

10/08/2004 04:11P

Page: 17 of 50

terms and provisions affecting the additional Unit(s) being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of such Units.

## ARTICLE X AMENDMENT AND TERMINATION

10.1 **Pre-Conveyance Amendments.** If there is no Co-owner other than Developer, 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 register of deeds office in the county in which the Project is located.

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

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

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



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

d. **Reserved Developer Rights.** A material amendment may also be made unilaterally by Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by Developer in this Master Deed. During the development and sales period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer, its successors, or assigns.

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

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

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

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

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

c. **Association Assets.** Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits (if



Mark Fairchild, Muskegon Co ROD D10

5122788

L-3622 P-452

10/08/2004 04:11P  
Page: 19 of 60

any) shall be distributed in accordance with the Condominium documents and the Act.

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

## ARTICLE XI ASSIGNMENT OF DEVELOPER RIGHTS

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

This Master Deed has been signed by Developer as of the day and year that appear on page one.

Developer – B & V Developers, Inc.

By: Vern J. Kraai  
Name: Vern J. Kraai, President  
Date: Aug. 23, 2004

STATE OF MICHIGAN)  
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2004, by Vern J. Kraai on behalf of B & V Developers, Inc.

Judy E. Yonker  
Judy E. Yonker, Notary Public  
Muskegon County, Michigan  
Acting in the County of Muskegon  
My commission expires: 05/26/05

Prepared by and when recorded return to:  
William J. Meier  
Parmenter O'Toole  
P.O. Box 786  
Muskegon, MI 49443-0786



Mark Fairchild, Muskegon Co ROD D10

5122788  
L-3622 P-452

10/08/2004 04:11P  
Page: 20 of 60