

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 or same are paid for five years previous to the date of this instrument, as required by the law in my office. This certificate does not apply to recent taxes, if any now in process of collection.

Date 1-9 19 98

Mary Cowan

Deputy, Kent County Treasurer, Grand Rapids, Michigan

STATE OF MICHIGAN  
COUNTY OF KENT  
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Lee J. Bond  
REG. OF DEEDS

P.P. No. 41-15-34-426-007

Verified by PD & M SJS 9/94

from: 426-006 8/92  
" -005 11/90  
476-164 12/93  
" -083 8/92

MASTER DEED

ADA MOORINGS

*lit*

THIS MASTER DEED has been executed as of January 8, 1998, by ADA MOORINGS DEVELOPMENT, L.L.C., a Michigan limited liability company, of 414 Plymouth, N.E., Grand Rapids, Michigan 49505 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, as amended (the "Act").

RECITALS:

A. The Developer desires to establish the real property described in Article III below, and all appurtenances to it, together with all improvements at any time located upon that property, as a condominium project under the Act.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached to this Master Deed as Exhibit A and the Condominium Subdivision Plan attached to this Master Deed as Exhibit B, to accomplish this purpose.

ARTICLE I

DEFINITIONS

When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) **"Association"** means Ada Moorings Condominium Association, a nonprofit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) **"Association Bylaws"** means the corporate Bylaws of the Association.

(d) **"Common elements,"** where used without modification, means both the general and limited common elements, as defined in Article V of this Master Deed.

(e) **"Condominium Bylaws"** means Exhibit A attached to this Master Deed, the Bylaws for the Condominium Project.

(f) **"Condominium Documents"** means and includes this Master Deed, Exhibit A and Exhibit B attached to this Master Deed, and the Articles of Incorporation, Bylaws, and the Rules and Regulations, if any, of the Association.

(g) **"Condominium Premises"** means and includes the land described in Article III of this Master Deed, and all easements, rights, and appurtenances belonging to the Condominium Project, as described below.

(h) **"Condominium Project"** means Ada Moorings, a site condominium, which is a condominium project established pursuant to the Act.

(i) **"Condominium Subdivision Plan"** means Exhibit B attached to this Master Deed.

(j) **"Condominium unit" or "unit"** each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article VI of this Master Deed and on the attached Exhibit B.

(k) **"Co-owner," "owner," or "member"** each means a person, firm, corporation, limited liability company, partnership, association, trust, or other legal entity or any combination thereof who owns legal or equitable title to a condominium unit (including land contract vendees not in default under

the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.

(l) “Developer” means Ada Moorings Development, L.L.C., a Michigan limited liability company, and its successors and assigns. The Developer of the Condominium owns the real property dedicated to the Condominium and will develop the Condominium.

(m) “Master Deed” means this Master Deed, including the attached **Exhibit A** and **Exhibit B**, both of which are incorporated by reference and made a part of this Master Deed.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

## ARTICLE II

### DEDICATION

By executing and recording this Master Deed, the Developer establishes Ada Moorings as a condominium project under the Act. Once established, the Condominium Project shall be held, conveyed, encumbered, leased, occupied, improved, and in every manner utilized subject to (i) the provisions of this Master Deed, and (ii) the Act. The provisions of this Master Deed shall run with the land included in the Condominium Project and bind the Developer and all persons acquiring or owning an interest in the Condominium Project, or in the real estate dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives. The remainder of this Master Deed has been set forth in furtherance of the establishment of the Condominium Project.

## ARTICLE III

## LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established by this Master Deed is legally described as follows:

That part of the SE 1/4, Section 34, and that part of the SW 1/4, Section 35, T7N, R10W, Ada Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 34; thence N01°57'23"E 54.04 feet along the East line of said SE 1/4, Section 34; thence S49°00'00"E 318.15 feet along the Northeasterly line of Central Michigan Railroad R.O.W. (100 foot wide); thence N05°30'00"W 543.97 feet along the Easterly line of Thornapple Club Condominium to the PLACE OF BEGINNING of this description; thence S84°30'00"W 166.59 feet along the Northeasterly line of said Thornapple Club; thence Westerly 38.92 feet on a 238.00 foot radius curve to the right, the chord of which bears S89°11'06"W 38.88 feet and N10°55'57"E 138.26 feet and N72°00'18"W 70.00 feet and N49°26'43"W 70.96 feet and N17°05'17"W 174.90 feet and N35°26'19"W 150.12 feet and N77°40'35"W 35.89 feet and N09°40'15"E 131.57 feet and N62°42'00"E 69.31 feet and N00°40'17"E 140.00 feet along said Northeasterly line of Thornapple Club to the NE corner of Unit 33, Thornapple Club; thence N47°54'16"E 65.00 feet to Reference Point "A"; thence N47°54'16"E 63 feet, more or less, to the waters edge of a pond; thence meandering Southeasterly along said waters edge to its intersection with a line which bears N04°15'00"E from Reference Point "B" (Reference Point "B" is located S38°43'00"E 75.77 feet and S62°34'05"E 196.30 feet and S36°44'17"E 179.84 feet and S24°06'40"E 180.69 feet and N77°23'58"E 53.07 feet along an intermediate traverse line from above described Reference Point "A"); thence S04°15'00"W 59 feet, more or less, to Reference Point "B"; thence S04°15'00"W 109.34 feet; thence S17°29'44"W 284.14 feet; thence S84°30'00"W 22.47 feet to the place of beginning.

Together with and subject to any other easements, restrictions, and governmental limitations of record, and easements set forth on the Condominium Subdivision Plan attached as **Exhibit B** to this Master Deed or as declared and reserved in Article VII below.

## ARTICLE IV

## TITLE AND NATURE

The Condominium Project shall be known as Ada Moorings, a site condominium, Kent County Subdivision Plan No. 408. Such architectural plans and specifications as may exist for the Condominium Project will be filed with the Townships of Cascade and Ada, Kent County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth in the Condominium Subdivision Plan attached as **Exhibit B**. The Condominium Project contains individual units to be used as building sites for single-family homes. Each unit has been designed and is intended for separate ownership and use, as evidenced by each unit having direct access to a common element of the Condominium Project. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his or her unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

## ARTICLE V

## COMMON ELEMENTS

A. General Common Elements. The general common elements are:

1. The real property described in Article III of this Master Deed, excluding those portions within the boundaries of any Condominium unit as described in Article VI, Section A of this Master Deed and shown on **Exhibit B**, but including easement interests of the Condominium in the property within the boundaries of any unit;
2. The rights-of-way to the roads and all utilities as indicated on the Condominium Subdivision Plan ("**Rights-of-Way**");
3. The main electrical distribution system throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual units);
4. The telephone wiring system throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual units);

5. Any cable television wiring throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual units);

6. The gas distribution network throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual units);

7. The water distribution, drainage, and sanitary sewage systems throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual units); and

8. Such other elements of the Condominium Project not herein designated as 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 Condominium Project as a whole.

Some or all of the utility lines, systems, and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment shall be general common elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest. Each co-owner will be responsible for connecting the utilities for his or her unit to the distribution lines lying within the Rights-of-Way at his or her sole expense. Additionally, the ponds are not common elements of the Condominium Project.

B. Limited Common Elements. The limited common elements are those common elements limited in use to the owners of the unit they abut or to which they appertain, as shown on the Condominium Subdivision Plan.

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

1. The Association shall bear the cost of decorating, maintaining, repairing, and replacing all general common elements except to the extent of maintenance, repair, or replacement due to the acts or neglects of a co-owner or his or her agent, guest, or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the Association.

2. Except to the extent of maintenance, repair, or replacement due to the act or neglect of another co-owner or his or her agent, guest, or invitee, for which such co-owner shall be wholly responsible, the cost of decorating,



maintaining, repairing, and replacing all improvements, including landscaping, within the boundaries of a unit will be borne by the co-owner of the unit. The condition and appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping, and all other improvements within a unit will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

Any maintenance, repair, or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the Association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit, or any improvement or property located within the boundaries of the unit, of the co-owner who failed to fulfill his or her obligations.

D. Residual Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a unit, or any improvement or property located within the boundaries of the unit, caused by the repair, replacement, or maintenance activities of the Association of those common elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Use of Units and Common Elements.

1. No co-owner shall use his or her unit or the common elements in any manner (a) inconsistent with the purposes of the Condominium Project or (b) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his or her unit or the common elements.

2. No co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his or her unit by reason of non-use or waiver of use of the common elements or by the abandonment of his or her unit.

## ARTICLE VI

### UNIT DESCRIPTION AND PERCENTAGES OF VALUE

A. Description. A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately

the space enclosed by the description without reference to the unit itself, is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space within the unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any common elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each unit have been calculated by Exxel Engineering, Inc., Grand Rapids, Michigan.

B. Percentages of Value. The total value of the project is one hundred percent (100%). All units are assigned an equal percentage of value because all units are expected to have equal allocable expenses of maintenance. The Developer may expand the Condominium Project by creating additional units in the Expansion Property (as defined in Article IX of this Master Deed). Such expansion would result in a change in the actual percentage of value attributable to each unit presently included in the Condominium Project. The percentages of value of all units would, however, remain equal to each other.

A unit's percentage of value shall be determinative of its proportionate share of the common proceeds and Expenses of Administration, the value of its vote at certain meetings of the Association of co-owners, and of its undivided interest in the common elements.

## ARTICLE VII

### EASEMENTS

A. Easements for Maintenance and Related Matters. If all or any portion of a common element encroaches upon a unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under, and across the Condominium Premises, including all units, for the maintenance, repair, or replacement of common elements, which easements shall be administered by the Association, and as may be appropriate, for the installation, inspection, maintenance, repair, and replacement by the responsible governmental entity or utility company of drainage facilities or utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, and communications. The Association may grant such easements, licenses, and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for connecting a unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any unit available for sale or so long as any additional unit may be created in the Condominium.



B. Easements Retained by Developer.

1. Easements. In addition to all other rights reserved to it under this Master Deed, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors, and assigns, a perpetual easement for the unrestricted use of any roads now or hereafter located in the Condominium Project for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, (ii) the Expansion Property, as defined in this Master Deed, whether or not it is added to the Condominium Premises, and (iii) any other land in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer; (b) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on the Condominium Subdivision Plan attached to this Master Deed as **Exhibit B**; or (c) for any other lawful purpose.

2. Use of Facilities. The Developer, and its duly authorized agents, representatives, and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

3. Easements to be Clear. No structures will be erected within any Unit which will interfere with the rights of ingress and egress provided above. Any fences, paving, or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, or drains, and neither Developer nor Developer's agents will have liability for such removal.

4. Drainage. No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.

5. Hook-up of Utilities. The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors, and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend, and enlarge, all utility services or systems now or hereafter located on the property described in Article III of this Master Deed to service all or any portion of the

Condominium Premises, including, but not limited to, the Expansion Property as defined in this Master Deed, whether or not it is added to the Condominium Premises, or any other property in the vicinity of the Condominium Project or now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.

6. Utility Lines. All electrical service, cable television, and telephone lines shall be placed underground.

C. Easement Rights Exercised by Developer. Developer establishes for the benefit of the Condominium Project the right to use all utilities, roads and walkways now or hereafter located in Thornapple Club and Thornapple Club on the Grand Condominiums. These rights were reserved by Developer under Sections 8.3 and 8.5 of the Restated Master Deed of Thornapple Club, recorded in Liber 3475, Pages 1142-1209, and of the Master Deed of Thornapple Club on the Grand Condominiums, recorded in Liber 3464, Pages 828-887, inclusive, Kent County Register of Deeds.

D. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example, but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project or other projects located in the vicinity of the Condominium Project. No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

E. Financial Support of Easements. The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Condominium Project, regardless of the rights of others to utilize such easements.

## ARTICLE VIII

### ALTERATIONS

A. Boundary Relocations.

1. As long as the Developer holds any unit available for sale in the Condominium Project, it may, in its discretion, modify the dimensions of any such unit or units, the general common elements, and any limited common element appurtenant to such unit or units, by enlargement, combination, division, or reduction in size or relocation of boundaries between units, even if such action will result in the elimination of a unit from the Condominium

Project. However, no such modifications may be performed which would unreasonably impair or diminish the appearance of the Condominium Project or the view, privacy, or other significant attribute or amenity of any unit owned by a non-Developer co-owner which adjoins or is proximate to the modified unit. All space in the Condominium Project, since it is or could be affected by such a modification, is designated as "convertible area," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements, or limited common elements, or any combination of these, and the responsibility for maintenance, repair, and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person.

2. If non-Developer co-owners owning adjoining units, or a non-Developer co-owner and Developer owning adjoining units, desire to relocate the boundaries between those units, then the Board of Directors of the Association shall, upon written application of the co-owners, accompanied by the written approval of all mortgagees of record of the adjoining units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

B. Convertible Area. The Condominium Project contains area designated on the Condominium Subdivision Plan as "convertible area." This area lies above each unit. No additional condominium units may be created within such convertible area; provided, however, that any existing condominium units to which the convertible area is adjacent may be expanded into the convertible area at the sole option of the Developer. The convertible area may only be converted in connection with a change in layout of existing condominium units. Improvements to be located in the convertible area will be either residential condominium units, or general or limited common elements. In connection with a change in the layout of any unit, the Developer reserves the right to create limited common elements within any convertible area and to designate limited and general common elements therein which may subsequently be assigned as limited common elements. The conversion of any convertible area must occur, if ever, not later than six (6) years from the date of recordation of this Master Deed.

C. Master Deed Amendment. No unit modified in accordance with the provisions of this Section shall be conveyed until an amendment to this Master Deed effectuating such modification or removal is recorded. The Developer or Association may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives recognition to such unit or common element modifications and the method of determination of percentages of value for the Condominium Project described in Article VI, Section B above. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to an amendment or amendments to this Master Deed to effectuate

the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each unit if there is a change in the number of units. All such interested persons irrevocably appoint Developer and the Association as their agents and attorneys for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

## ARTICLE IX

### ENLARGEMENT OF CONDOMINIUM

A. Right to Expand. The Condominium Project is an expandable condominium project, as that term is defined in the Act. The first phase of the Condominium Project established pursuant to this initial Master Deed consists of eighteen (18) units. Other phases may be added later. The Condominium Project will contain in its entirety no more than two hundred (200) units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article IX. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows ("**Expansion Property**"):

That part of Section 2, T6N, R10W, Cascade Township, and part of Sections 34 and 35, T7N, R10W, Ada Township, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°57'23"E 54.04 feet along the West line of Section 35 to the Northeasterly line of Central Michigan Railway Company R.O.W. (100 feet wide) and the PLACE OF BEGINNING of this description; thence N49°00'00"W 2463.01 feet along said Northeasterly R.O.W. line to a point which is located S49°00'00"E 535.00 feet from the most Southerly corner of Lot 12, Block 2, Village of South Ada; thence N41°04'53"E 400.00 feet; thence N49°00'00"W 435.00 feet; thence S41°04'53"W 194.75 feet to the North line of Fase Street; thence N49°00'00"W 66.00 feet along said North line of Fase Street, said point being 34.00 feet S49°00'00"E from the Southeasterly corner of Lot 1, Block 3, Village of South Ada; thence N41°04'53"E 260.75 feet parallel to the Southeasterly line of said Lot 1, Block 3, Village of South Ada; thence S49°00'00"E 156.00 feet; thence N41°04'53"E 560.88 feet to the E-W 1/4 line of said Section 34; thence N89°52'50"W 737.77 feet along said E-W 1/4 line of Section 34; thence N48°58'20"W 759.84 feet; thence N75°33'21"E 2284.15 feet (recorded N70°30'E 2204.78 feet) to the left bank of the Grand River; thence Southeasterly along said left bank of the Grand River along the following courses; S54°25'22"E 495.60 feet; thence S47°45'27"E 398.45 feet;

thence S43°40'37"E 231.33 feet; thence S29°21'53"E 97.06 feet; thence S36°09'34"E 682.42 feet; thence S30°08'14"E 776.08 feet; thence S33°35'16"E 912.85 feet; thence S35°28'54"E 1038.21 feet; thence S37°47'11"E 342.48 feet; thence S44°11'08"E 270.26 feet; thence S41°36'13"E 287.70 feet; thence S45°30'12"E 605.66 feet; thence S54°31'55"E 382.28 feet (the last calls being along the approximate top of bank of the Grand River); thence S16°14'13"W 1537.18 feet to a point on the Northeasterly line of said Central Michigan Railway Company R.O.W. (said point being N49°00'00"W 777.30 feet along said Northeasterly line of said R.O.W. from the SW corner of Brandau Grand River Farms in Sections 1 and 2 of Cascade Township; thence N49°00'00"W 4193.57 feet along said Northeasterly R.O.W. line to the place of beginning. Subject to easements of record, EXCEPT that part lying within the condominium subdivisions of Thornapple Club, Thornapple Club on the Grand, and Ada Moorings.

B. Restrictions Upon Expansion. Expansion of the Condominium Project shall occur without restriction under the following conditions:

1. The right to elect to expand the Project shall expire six (6) years from the date of recording of this Master Deed.
2. All or any portion of the Expansion Property may be added, but none of it must be added.
3. There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.
4. Portions of the Expansion Property may be added to the Condominium Project at different times.
5. The order in which portions of the Expansion Property may be added is not restricted, and there are no restrictions fixing the boundaries of those portions of the Expansion Property that may be added.
6. There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.
7. There is no restriction upon the number of Condominium units that may be placed on any particular portion of the Expansion Property.
8. While the Developer presently intends that any expansion will be reasonably compatible with units in the first phase of the Condominium

Project, the nature, appearance, and location of all additional units, if any, placed upon the Expansion Property, and any structures to be built therein, will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.

9. There are no restrictions as to what improvements may be made on the Expansion Property.

10. There are no restrictions as to the types of Condominium units that may be created on the Expansion Property, except that all units in the Condominium Project must be residential condominium units.

11. The Developer reserves the right, in its sole discretion, to create convertible and contractible area and limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements.

12. The Condominium Project shall be expanded, if it is expanded, by one or a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

13. All expansion must be carried out in accordance with the provisions of the Act.

C. Procedure for Expansion. Pursuant to this Article IX, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer, or its successors and assigns, from time to time, within a period ending no later than 6 years from the date of recording of this Master Deed, be increased by the addition to this Condominium Project of all or any portion of the Expansion Property and the creation of residential units thereon. Such increase in the 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 or assigns.

1. The percentages of value set forth in Article VI of this Master Deed shall be adjusted proportionately in the event of such expansion in order to preserve a total value of 100 percent 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 made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among the percentages of value and each unit's anticipated allocable expenses of administration.



2. Such amendment or amendments to the Master Deed shall also contain such further definitions or redefinitions of general or limited common elements as may be necessary to adequately describe the common elements added to the Condominium Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such modifications of general or limited common elements as may be necessary to adequately service the additional units being added to the Condominium Project by such amendment.

3. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without the necessity of rerecording an entire Master Deed or the exhibits to the Master Deed and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits to this Master Deed; 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 phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Expansion Property as a separate condominium project (or projects), or any other form of development.

## ARTICLE X

## CONTRACTION OF CONDOMINIUM

A. Right to Contract. The Condominium Project is a contractible condominium project, as that term is defined in the Act. While the Condominium established pursuant to this initial Master Deed, and consisting of eighteen (18) units is the first phase of a multi-phase project which will in its entirety contain no more than two hundred (200) units, the Developer may find it necessary or appropriate to reduce the number of units in the Condominium Project by the removal of certain lands submitted to condominium ownership herein.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any of the co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article. The contraction property ("Contraction Property"), is described as follows:

That part of Section 2, T6N, R10W, Cascade Township, and part of Sections 34 and 35, T7N, R10W, Ada Township, Kent County, Michigan, described as: Commencing at the SW corner of Section 35; thence N01°57'23"E 54.04 feet along the West line of Section 35 to the Northeasterly line of Central Michigan Railway Company R.O.W. (100 feet wide) and the PLACE OF BEGINNING of this description; thence N49°00'00"W 2463.01 feet along said Northeasterly R.O.W. line to a point which is located S49°00'00"E 535.00 feet from the most Southerly corner of Lot 12, Block 2, Village of South Ada; thence N41°04'53"E 400.00 feet; thence N49°00'00"W 435.00 feet; thence S41°04'53"W 194.75 feet to the North line of Fase Street; thence N49°00'00"W 66.00 feet along said North line of Fase Street, said point being 34.00 feet S49°00'00"E from the Southeasterly corner of Lot 1, Block 3, Village of South Ada; thence N41°04'53"E 260.75 feet parallel to the Southeasterly line of said Lot 1, Block 3, Village of South Ada; thence S49°00'00"E 156.00 feet; thence N41°04'53"E 560.88 feet to the E-W 1/4 line of said Section 34; thence N89°52'50"W 737.77 feet along said E-W 1/4 line of Section 34; thence N48°58'20"W 759.84 feet; thence N75°33'21"E 2284.15 feet (recorded N70°30'E 2204.78 feet) to the left bank of the Grand River; thence Southeasterly along said left bank of the Grand River along the following courses; S54°25'22"E 495.60 feet; thence S47°45'27"E 398.45 feet; thence S43°40'37"E 231.33 feet; thence S29°21'53"E 97.06 feet; thence S36°09'34"E 682.42 feet; thence S30°08'14"E 776.08 feet; thence S33°35'16"E 912.85 feet; thence S35°28'54"E 1038.21 feet; thence S37°47'11"E 342.48 feet; thence S44°11'08"E 270.26 feet; thence S41°36'13"E 287.70 feet; thence S45°30'12"E 605.66 feet; thence S54°31'55"E 382.28 feet (the last calls being along the approximate top of

bank of the Grand River); thence S16°14'13"W 1537.18 feet to a point on the Northeasterly line of said Central Michigan Railway Company R.O.W. (said point being N49°00'00"W 777.30 feet along said Northeasterly line of said R.O.W. from the SW corner of Brandau Grand River Farms in Sections 1 and 2 of Cascade Township; thence N49°00'00"W 4193.57 feet along said Northeasterly R.O.W. line to the place of beginning. Subject to easements of record, EXCEPT that part lying within the condominium subdivisions of Thornapple Club, Thornapple Club on the Grand, and Ada Moorings.

All or any portion of the Contraction Property may be removed from the Condominium Project.

B. Restrictions Upon Contraction.

Contraction of the Condominium Project shall occur without restriction under the following conditions:

(1) The Developer's right to elect to contract the Condominium Project shall expire six (6) years from the date of the recording of this Master Deed.

(2) All or any portion of the Contraction Property may be removed, but none of it must be removed.

(3) There is no limitation as to what portion of the Contraction Property may be removed, and any portions removed may or may not be contiguous to each other or to the Condominium Project as it exists immediately following their removal.

(4) Portions of the Contraction Property may be removed from the Condominium Project at different times.

(5) The order in which portions of the Contraction Property may be removed is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Contraction Property that may be removed.

(6) The Condominium Project may be contracted by a series of successive amendments to this initial Master Deed, each removing a portion of the Contraction Property from the Project as then constituted.

(7) By this Master Deed, the Developer has also reserved the right to create easements within any portion of the Condominium Project (including the Contraction Property) for the benefit of the Contraction Property, if any of it is ever removed from the Condominium Project. A description of these rights is set forth in Articles III and VII above.

(8) All contraction must be carried out in accordance with the provisions of the Act.

C. Procedure for Contraction.

Pursuant to the foregoing, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer or its successors and assigns, from time to time, within a period ending not later than six (6) years from the date of recording of this Master Deed, be reduced by the removal from this Condominium Project of all or any portion of the Contraction Property. Such decrease 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 assigns. The percentages of value set forth in Article VI hereof shall be adjusted proportionately in the event of such contraction 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 and percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the anticipated allocable expenses of maintaining the various units. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe such items following the removal of property from the Condominium Project by such amendment. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium 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 to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns 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 effective 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 hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained shall in any way obligate Developer to contract the Condominium Project beneath the size established by this Master Deed; provided, however, that Developer (or its successors and assigns) may, in its discretion, reduce the size of the Condominium Project and establish all or a portion of said Contraction Property as a rental development, a separate condominium project (or projects), or any other form of development.

## ARTICLE XI

## AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibit A and Exhibit B, or any other Condominium Documents, be amended, except as follows, or as provided in the Condominium Documents sought to be amended.

A. Methods and Conditions.

1. The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners (and the Board, to the extent permitted by the Condominium Bylaws or Association Bylaws), expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments which do not materially alter or change the rights of a co-owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. This Master Deed, the Condominium Bylaws (subject to the restrictions set forth in Article VII of this Master Deed), and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, either pursuant to Subsection 7 below or by an affirmative vote of two-thirds of the votes of the co-owners and two-thirds of the first mortgagees. A co-owner will have one vote for each unit owned, including, as to the Developer, all units created by the Master Deed but not yet conveyed. A mortgagee shall have one vote for each first mortgage held. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents.

3. The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's Condominium unit dimensions or appurtenant limited common elements, if any, may not be modified without the co-owner's consent.

4. In no case, unless (i) all of the first mortgagees, (ii) all co-owners (other than the Developer), and (iii) the Developer (if at the time it owns any units) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Condominium Project.

5. The restrictions contained in this Article XI on amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

6. Co-owners and mortgagees of record shall be notified in writing at their addresses reflected on the Condominium records of proposed amendments not less than ten (10) days before the amendment is recorded.

7. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves to itself and the Association the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated in the Condominium Bylaws;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(g) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and



(h) To make alterations described in Article VIII above, even if the number of units in the Condominium Project would thereby be reduced.

Amendments of the type described in this Subsection 7 may be made by the Developer without the consent of co-owners or mortgagees, and any co-owner or mortgagee having an interest in a unit affected by such an amendment shall join with the Developer in amending this Master Deed.

8. The rights reserved to Developer in this Master Deed or in the Condominium Bylaws attached to this Master Deed as Exhibit A may not be amended except by or with the consent of the Developer.

B. Recording.

1. An amendment to this Master Deed shall not be effective until the amendment is recorded.

2. A copy of the recorded amendment shall be delivered to each co-owner.

C. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners, based upon the Advisory Committee's decision, or based upon Article XI, Section 4 of the Condominium Bylaws, the costs of which shall be deemed Expenses of Administration (as defined in the Condominium Bylaws).

## ARTICLE XII

### CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan and of the United States, shall be applicable to and govern this Master Deed and all activities related hereto.

The undersigned has executed this Master Deed as of the date first written above.

WITNESSES:

ADA MOORINGS DEVELOPMENT, L.L.C.  
BY RENWATER DEVELOPMENT, INC., Its  
Manager

Frank J. Krhovsky  
( Frank J. Krhovsky )

By Paul B. Renucci  
Paul B. Renucci  
Its President

Lynn S. Hedeman  
( Lynn S. Hedeman )

Frank J. Krhovsky  
( Frank J. Krhovsky )

By Jay H. Kuiper  
Jay H. Kuiper  
Its Manager

Lynn S. Hedeman  
( Lynn S. Hedeman )

Frank J. Krhovsky  
( Frank J. Krhovsky )

By Dennis Johnston  
Dennis Johnston  
Its Manager

Lynn S. Hedeman  
( Lynn S. Hedeman )

STATE OF MICHIGAN )  
 : ss.  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this 7th day of January, 1998, by Paul B. Renucci, the President of RENWATER DEVELOPMENT, INC., a Manager of ADA MOORINGS DEVELOPMENT, L.L.C., a Michigan limited liability company, on behalf of said company.

Sharon S. Marckini  
Sharon S. Marckini  
Notary Public, Kent County, Michigan  
My commission expires: 10-5-2000

STATE OF MICHIGAN )  
 : ss.  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this 7th day of January, 1998, by Jay H. Kuiper, a Manager of ADA MOORINGS DEVELOPMENT, L.L.C., a Michigan limited liability company, on behalf of said company.

Sharon S. Marckini  
Sharon S. Marckini  
Notary Public, Kent County, Michigan  
My commission expires: 10-5-2000

STATE OF MICHIGAN )  
 : ss.  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this 7th day of January, 1998, by Dennis Johnston, a Manager of ADA MOORINGS DEVELOPMENT, L.L.C., a Michigan limited liability company, on behalf of said company.

Sharon S. Marckini  
Sharon S. Marckini  
Notary Public, Kent County, Michigan  
My commission expires: 10-5-2000

THIS MASTER DEED WAS PREPARED  
BY AND UPON RECORDING SHOULD  
BE RETURNED TO:

Melissa N. Collar  
WARNER NORCROSS & JUDD LLP  
900 Old Kent Building  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503-2487  
Telephone: (616) 752-2000  
#268322

STATE OF MICHIGAN  
 COUNTY OF KENT  
 RECEIVED FOR RECORD  
 98 JAN 12 AM 8:19

*Lucy Bond*  
 REG. OF DEEDS

**CONSENT TO SUBMISSION OF REAL PROPERTY  
 TO CONDOMINIUM PROJECT**

WHEREAS, ADA MOORINGS DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address is 414 N. Plymouth, Grand Rapids, Michigan 49505, as the developer of Ada Moorings, a proposed site condominium project ("Condominium Project"), intends to record a Master Deed for Ada Moorings, which will result in all of the following-described property being dedicated to the Condominium Project:

That part of the SE 1/4, Section 34, and that part of the SW 1/4, Section 35, T7N, R10W, Ada Township, Kent County, Michigan, described as: Commencing at the SE corner of Section 34; thence N01°57'23"E 54.04 feet along the East line of said SE 1/4, Section 34; thence S49°00'00"E 318.15 feet along the Northeasterly line of Central Michigan Railroad R.O.W. (100 foot wide); thence N05°30'00"W 543.97 feet along the Easterly line of Thornapple Club Condominium to the PLACE OF BEGINNING of this description; thence S84°30'00"W 166.59 feet along the Northeasterly line of said Thornapple Club; thence Westerly 38.92 feet on a 238.00 foot radius curve to the right, the chord of which bears S89°11'06"W 38.88 feet and N10°55'57"E 138.26 feet and N72°00'18"W 70.00 feet and N49°26'43"W 70.96 feet and N17°05'17"W 174.90 feet and N35°26'19"W 150.12 feet and N77°40'35"W 35.89 feet and N09°40'15"E 131.57 feet and N62°42'00"E 69.31 feet and N00°40'17"E 140.00 feet along said Northeasterly line of Thornapple Club to the NE corner of Unit 33, Thornapple Club; thence N47°54'16"E 65.00 feet to Reference Point "A"; thence N47°54'16"E 63 feet, more or less, to the waters edge of a pond; thence meandering Southeasterly along said waters edge to its intersection with a line which bears N04°15'00"E from Reference Point "B" (Reference Point "B" is located S38°43'00"E 75.77 feet and S62°34'05"E 196.30 feet and S36°44'17"E 179.84 feet and S24°06'40"E 180.69 feet and N77°23'58"E 53.07 feet along an intermediate traverse line from above described Reference Point "A"); thence S04°15'00"W 59 feet, more or less, to Reference Point "B"; thence S04°15'00"W 109.34 feet; thence S17°29'44"W 284.14 feet; thence S84°30'00"W 22.47 feet to the place of beginning;

and

WHEREAS, OLD KENT BANK, a Michigan banking corporation, whose address is 111 Lyon Street, N.W., Grand Rapids, Michigan 49503-2495, is interested in the property which will become Ada Moorings as a mortgagee by virtue of a Mortgage dated February 12, 1997, and recorded on February 12, 1997, in Liber 4010, Pages 166-171, Kent County Records;

NOW, THEREFORE, Old Kent Bank hereby consents to the submission of the property described in Article III of the Master Deed of Ada Moorings (being the same property described above) to the Condominium Project and further consents to the recordation of the Master Deed in the Office of the Register of Deeds of Kent County, Michigan.

Dated: January 5, 1998.

Witnesses:

Deborah A. Rzentkowski  
( DEBORAH A. RZENTKOWSKI )  
Robert J. Newell  
( ROBERT J. NEWELL )

OLD KENT BANK  
By John Erickson  
Its SENIOR VICE PRESIDENT

STATE OF MICHIGAN )  
: ss.  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this 5th day of January, 1998, by JOHN ERICKSON, the SENIOR VICE PRESIDENT of OLD KENT BANK, a Michigan banking corporation, on behalf of said corporation.

Deborah A. Rzentkowski  
DEBORAH A. RZENTKOWSKI  
Notary Public; Kent County, Michigan  
My Commission Expires: 8-26-2001

INSTRUMENT PREPARED BY &  
RETURN TO UPON RECORDING:

Melissa N. Collar  
Warner Norcross & Judd LLP  
900 Old Kent Building  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503-2487  
Telephone: (616) 752-2209  
268586