

## **JOINT ROAD EASEMENT AND MAINTENANCE AGREEMENT**

This JOINT ROAD EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is made as of May 19, 2014, by ADA MOORINGS CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, of P.O. Box 408, Ada, Michigan 49301-0408 (the "**AMCA**"), ADA MOORINGS NORTH CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, of 834 Moorings Drive S.E., Ada, Michigan 49301 (the "**AMNCA**"), ADA MOORINGS VILLA ASSOCIATION, a Michigan nonprofit corporation, of P.O. Box 891, Ada, Michigan 49301-0408 (the "**AMVA**"), THORNAPPLE CLUB ON THE GRAND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, of P.O. Box 884, Ada, Michigan 49301-0884 (the "**TCOG**"), and THORNAPPLE CLUB CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, of P.O. Box 884, Ada, Michigan 49301-0884 (the "**TCCA**"). AMCA, AMNCA, AMVA, TCOG and TCCA are collectively referred to herein as the "Associations."

### **RECITALS**

A. The property located in the Township of Ada and Township of Cascade, County of Kent, State of Michigan and legally described and depicted on the attached Exhibits A1, A2, A3, and A4 (the "Subject Property") is comprised of the following four (4) condominium projects: Ada Moorings, Ada Moorings North, Thornapple Club on the Grand and Thornapple Club (collectively the "Projects"). Ada Moorings Villa is located within Ada Moorings and is managed by the AMVA.

B. Three (3) of the Projects includes within its boundaries roads and associated improvements, including, but not limited to, pavement, lighting fixtures, directional signs, curbs, gutters and landscaping (the "Roads and Improvements"). Access to and from the Thornapple Club on the Grand is provided over and across the roads and associated improvements located within the Thornapple Club. The road system within the Subject Property is depicted on the attached Exhibits B1 and B2. Each Association is currently responsible for maintaining, repairing and replacing the Roads and Improvements within its respective Project, except that the TCOG reimburses the TCCA for costs and expenses associated with TCCA's maintenance, repair and replacement of the Roads and Improvements within the Thornapple Club.

C. The Associations collect annual assessments from their respective co-owners to pay for the costs associated with the maintaining, repairing and replacing their respective Roads and Improvements and easement obligations within the Subject

Property. In 2012, the Associations began to discuss jointly funding the maintenance, repair and replacement of all of the Roads and Improvements throughout the Subject Property. The Associations subsequently agreed that it would be in the best interest of the Projects to jointly fund the maintenance, repair and replacement of all of the Roads and Improvements throughout the Subject Property.

D. The Associations desire to grant one another access easements over and across all of the Roads and Improvements throughout the Subject Property.

E. In addition to granting the easements described above, the Associations desire to create a committee that will be named the "Ada Moorings Road Committee" and will be responsible for the maintenance, repair and replacement of all of the Roads and Improvements throughout the Subject Property in accordance with this Agreement.

In light of the above, the parties, intending to be legally bound, agree as follows:

- 1. Granting of Cross Easements.** The Associations hereby grant to one another, and their respective co-owners, guests, invitees, tenants and other unit occupants, a permanent, nonexclusive easement over, under and across all existing and future Roads and Improvements within their respective Projects for the purpose of ingress and egress throughout the Subject Property.
- 2. Interference.** The Associations agree that they will not block, close or otherwise materially interfere with the Roads and Improvements within their respective Projects. The Associations will notify one another before commencing any construction activity that may obstruct traffic within the Subject Property, except in the case of emergency (in which case notification shall be provided as soon as reasonably possible after commencing the activity).
- 3. Emergency Entrance/Exit within Ada Moorings North Condominium Project.** The Associations agree that the emergency entrance/exit road and gate which is located within the Ada Moorings North Condominium Project (at the Southeasterly corner of Lot 1, Block 3, Village of South Ada controlling access to Honey Street) shall be maintained in its current restricted use and locked status unless approved by all of the Associations. It is understood that from time-to-time AMNCA, as the representative of the Co-owners of that roadway exit/entrance from Fase Street, may elect to unlock the gate to allow access when the main entryway from Grand River Drive may be obstructed by an event, or other road work; or, upon request from Ada Township. In such case prior notice shall be provided to the other Associations of the dates and duration of time the gated entry/exit is projected to be opened and the reason(s) why.

In the event the Associations, either collectively or individually, wish to change the designation of the emergency entrance/exit from Fase Street, nothing in this Agreement shall be interpreted to allow such change to be requested without the express prior approval of the Ada Moorings North Condominium Association.

- 4. Indemnity.** Each Association (as an “Indemnifying Party”) shall defend, indemnify and save the other Associations harmless, and their respective officers, directors, and co-owners (hereafter collectively “Related Parties”), from and against any and all liability or claim thereof (including but not limited to reasonable attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against another Association or its Related Parties: (i) arising in connection with or as a direct or indirect result of any activity by the Indemnifying Party or its Related Parties in, on, or about the Roads and Improvements; (ii) arising out of any default by the Indemnifying Party under this Agreement, unless such default is caused by the non-compliance of this Agreement by another Association; or (iii) arising out of any of the following acts: (a) ultra vires acts committed by an Association; (b) the gross negligence or willful acts in violation of the Michigan Condominium Act (being Act 59 of 1978, as amended) (the “Condo Act”) or in violation of its applicable Master Deed or Bylaws; and, (c) acts not within the scope of authority of the Indemnifying Party or its Related Parties under the Condo Act (Act 59 of 1978 as amended) or applicable Master Deed or Bylaws.
- 5. No Gift or Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Road and Improvements to the general public or for any public purposes whatsoever, it being the intention that the easements created herein will be strictly limited to and for the purposes expressed in this Agreement.
- 6. Ada Moorings Road Committee.** AMCA, AMNCA, AMVA, TCOG, and the TCCA agree that a standing committee known as the Ada Moorings Road Committee (“AMRC”) is hereby created and shall consist of one (1) member from each of the Associations as appointed by their respective Boards. The members of the AMRC shall meet at times which they shall mutually agree upon during the calendar year, but not less than two (2) times each year to determine what maintenance and/or replacement work needs to be done in order to keep the Roads and Improvements within the Subject Property in good and passable condition, reasonably free of ice, snow, debris, flooding waters and all other obstructions to traffic by emergency and publicly owned vehicles and other motor vehicle traffic necessary or appropriate for the public safety and general welfare. Annually, the AMRC shall create, under the general guidance of a consulting Engineer if the AMRC determines it to be necessary in its sole discretion, plans and specifications for surface seal coating and crack sealing, repairs of pot holes and other larger deterioration of the asphalt surfaces of the roads, and any other desired maintenance, repair and replacement; and, shall review and revise when necessary a schedule for replacement via the full depth replacement of hot mix asphalt in the existing roadway, or via cold milling of the upper layer of hot mix asphalt in the existing road followed by a new hot mix asphalt top course of asphalt and any other desired maintenance, repair and replacement. Proposed schedules with examples of future maintenance, repair and replacement categories relating to the Road and Improvements, as recommended by the engineering firm of Moore & Bruggink, Inc., are attached hereto as Exhibits B1 and B2. In addition to the maintenance, repair and

replacement responsibilities of the AMRC, the AMRC shall be responsible for negotiating contracts on behalf of the Associations with snow plow services for removal of snow and when necessary the ice melt treatment of the roads within the Subject Property and all other maintenance, repair and replacement of the Roads and Improvements that is the responsibility of the AMRC. The Associations hereby authorize the AMRC to enter into contracts on behalf of the Associations to carry out AMRC's duties under this Agreement.

7. **Appointment of AMRC Members and Fidelity Bonds.** The Associations shall each appoint one (1) member to the AMRC and that member shall serve in the capacity of a representative of his/her respective Association. Appointments shall be made annually, or as otherwise determined by the respective Boards of the Associations. The members of the AMRC shall serve without compensation. If an individual Association elects to appoint an AMRC member who is other than a unit co-owner with that Association's respective Project, such appointment must first be approved by all of the remaining members of the AMRC before the appointment will be effective.

The Associations shall require that all officers, members, or employees of the AMRC handling or responsible for AMRC funds be insured through a fidelity bond and/or a standard directors and officers insurance policy and the cost of such bond and/or insurance shall be deemed an expense of administration of the AMRC and shall be paid from the contributions by the Associations.

8. **Budget.** The AMRC shall, in the month of November of each calendar year, present at a joint meeting of the Associations' Boards their recommendations for the maintenance, repair and/or replacement of the Roads and Improvements within the Subject Property along with an estimated budget for the upcoming year. If the term of the snow plowing and ice melt services are scheduled to expire in the next calendar year, the AMRC shall decide whether to renew an existing contract or accept an alternative bid for the same or similar scope of work. It is the Associations intent that such services continue to be performed by a vendor that is also providing lawn services and condominium driveway plowing services elsewhere in the Projects so that any necessary spring repairs to lawns or sprinkler systems, and coordination of snow plowing can be done by the same vendor.

Annual approval of snow plowing/ice melt budgets shall be made by the Associations upon recommendation by the AMRC using the Percentages (as defined in Section 9 below).

The budget, as presented to the Associations, shall also include other expenses of administration, including operating expenses, engineering fees, legal expenses, accounting fees, and costs of dispensing payments for services rendered by vendors.

9. **Voting.** The costs of maintaining, repairing and replacing the Roads and Improvements are hereinafter collectively referred to as the "Maintenance, Repair

and Replacement Costs.” The AMRC shall prepare annually, and submit to the Associations for their approval on or before November 1 of each calendar year, a proposed budget projecting all Maintenance, Repair and Replacement Costs for the Subject Property and associated expenses of administration (the “Budget”). A sample Budget is attached hereto as Exhibit C. The Budget shall allocate and assess the Maintenance, Repair and Replacement Costs and associated expenses of administration (if any) against all of the Associations in accordance with the Percentages identified in the second paragraph of this Section. The Budget shall include such amounts as the AMRC deems proper for the maintenance, repair and replacement of the Roads and Improvements throughout the Subject Property in accordance with the powers and duties delegated to it under this Agreement. The Associations shall vote on the Budget as soon as possible, but in no event later than February 1 of the calendar year following the date the Budget is presented to the Associations and each Association’s vote shall be weighted in accordance with the Percentages (as defined in the paragraph below). The annually recurring expenses within the Budget (including, but not limited to, the snow plowing and salting expenses and annual repairs of pot holes and other larger deterioration of the asphalt surfaces of the roads as projected by the AMRC) shall be voted upon collectively. All other nonrecurring expenses (including, but not limited to, the surface seal coating and crack sealing, and replacement of the full depth of hot mix asphalt in the existing roads and/or cold milling of the upper layer of hot mix asphalt in the existing roads followed by a new hot mix asphalt top course of asphalt) shall each be voted upon separately. The expenses within the Budget shall be effective upon the affirmative vote of the Associations constituting at least 85% of the Percentages in the paragraph below. If the annually recurring expenses within the Budget are not approved by the required percentage, the annually recurring expenses set forth in the prior year’s approved Budget shall remain in place until a new Budget is approved by the required percentage.

The percentages shall be as follows: (i) one hundred and twenty nine (129) out of a total of two hundred and twenty eight (228) units, or 56.5789% for AMCA; (ii) twenty two (22) out of a total of two hundred and twenty eight (228) units, or 9.6491% for AMVA; (iii) thirty two (32) out of two hundred and twenty eight (228) units, or 14.0351% for the AMNCA; (iv) twelve (12) out of two hundred and twenty eight (228) units, or 5.2632% for TCOG; and, (v) thirty three (33) out of two hundred and twenty eight (228) units, or 14.4737% for TCCA (collectively the “Percentages”). The AMRC shall not, without the approval of the Associations constituting at least 85% of the Percentages, amend the Budget nor make or incur Maintenance, Repair or Replacement Costs for the Roads and Improvements within the Subject Property that have not been approved as part of the Budget.

The Percentages as provided in the paragraph above shall supersede any provisions which may exist at the time this Agreement is signed which may allocate costs for maintaining, repair and replacement of the Roads and Improvements in a different manner within a Master Deed or any other applicable recorded document.

- 10. AMRC Function.** It is the intent of the Associations that the AMRC will function as a management group to collect funds for maintenance, repairs and replacement of Roads and Improvements within the Subject Property and to pay for annual costs of snow plowing and ice melt application in the winter season utilizing those same funds. By establishing the AMRC as a separate committee it is understood that majority vote of its members will control the recommendations of the maintenance, repair and replacement plans presented to the Associations within the Budget, and that the maintenance, repair and replacement of the Roads and Improvements within the Subject Property will be managed by the AMRC and not the Associations. When contracts for services are entered into by the AMRC, it is also the intent of the Associations that the AMRC will be the client of record and that the AMRC will be entering into such contracts on behalf of the Associations and shall have the necessary authority to comply with the terms of this Agreement. The AMRC has no authority to incur costs that are not included within the Budget and may not incur legal expenses without having such expenses approved as part of the Budget. Notwithstanding the foregoing, the AMRC shall have the authority to spend up to the full amount of any reserve funds for emergency purposes. Emergency purposes shall be limited to situations in which any portion of the roads is obstructed, impassable, or for which the AMRC determines that there is an immediate danger to persons or property. The AMRC may adopt such policies and procedures for its operation, including procedures for holding meetings or voting, as the members of the AMRC determine are necessary, provided that such policies or procedures do not conflict with the terms of this Agreement.
- 11. Funding.** The Associations shall contribute to the costs of maintenance, repair and replacement of the Roads and Improvements within the Subject Property in accordance with the Percentages as provided in Section 9 above. Funds may be provided by the Associations via special assessment, existing reserve funds in an individual Association's account, or via annual assessments collected on an annual or monthly basis. The funds collected from the Associations shall be deposited into an account established by AMRC no later than the May 1<sup>st</sup> following approval of the Budget by the Associations. The AMRC may wait until all funds have been collected from the Associations before entering into any contract or other commitment of funds for the maintenance, repair or replacement of the Roads and Improvements within the Subject Property. The members of the AMRC shall annually elect a member of the AMRC to serve as Chairperson, Secretary, and Treasurer. The remaining two (2) members shall be members at-large. The Chairperson and Treasurer are jointly authorized to affix their signatures to checks made in payment of work which is performed in compliance with the approved Budget. If any Association fails to contribute its portion of the applicable costs in accordance with the Percentages within ten (10) days of becoming due, the Association shall be deemed in default of this Agreement. In the event of such a default, the remaining Associations shall have the right to enforce this Agreement by legal action in a court of competent jurisdiction either collectively or individually to seek judgment including, but not limited to, the recovery of reasonable attorney fees and such Association shall not be allowed to vote on matters before the AMRC.

Any interest which may accumulate in the account created herein shall remain with the AMRC and may be considered to be funds available for satisfying the costs associated with maintaining, repairing and replacing the Roads and Improvements within the Subject Property. Such funds shall be allocated among the Associations in accordance with the Percentages as provided in Section 9 above.

The AMRC shall annually provide the Associations' Boards with a report on the account balance. The report shall identify projected need for additional funding or indicate that the balance is projected to be sufficient to cover the costs for the current fiscal year.

**12. Scope.** This Agreement is being entered into for the benefit of the Associations, Projects and their respective co-owners, including, but not limited to, any guests, invitees, tenants, or other non-co-owner occupants of a unit.

**13. Duration and Effect.** This Agreement shall benefit and burden the Subject Property and the Projects, and shall run with the land. This Agreement is binding on the parties and their successors and assigns.

**14. Enforcement.** The provisions of this Agreement shall be enforceable by the Associations. Enforcement shall be by proceedings at law or in equity against any Association, person or persons violating, attempting to violate or threatening to violate any provision contained in this Agreement. In any proceeding arising because of an alleged default under this Agreement, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

**15. Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the rights granted in this Agreement and the obligations assumed. This Agreement may not be amended, except in writing and signed by all of the parties to this Agreement, or their successors and assigns. This Agreement, except as expressly provided herein, is not intended to supersede or amend the provisions of any of the Master Deeds relating to the Projects or any amendments which have been subsequently filed with regard to the Projects; however, to the extent that any terms or provisions of this Agreement conflict with those contained in any other applicable agreement, including the respective Master Deeds, this Agreement shall supersede and control.

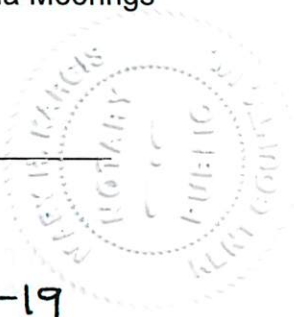
*[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]*

ADA MOORINGS CONDOMINIUM ASSOCIATION

BY Chris Beckering  
CHRIS BECKERING  
PRESIDENT, AMCA

Acknowledged before me in Kent County, Michigan, on 05/19/14,  
2014 by CHRIS BECKERING, as President of the Ada Moorings  
Condominium Association, on behalf of the corporation.

Mary H. Karcis  
Mary H. Karcis, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 5-11-19



ADA MOORINGS NORTH CONDOMINIUM ASSOCIATION

BY Brian Richards  
BRIAN RICHARDS  
PRESIDENT, AMNCA

Acknowledged before me in Kent County, Michigan, on 05/19/2014,  
2014 by Brian G. Richards, as President of the Ada Moorings  
North Condominium Association, on behalf of the corporation.

Mary H. Karcis  
Mary H. Karcis, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 5-11-19





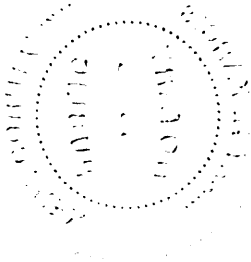
ADA MOORINGS VILLA  
ASSOCIATION

BY *Robert S. Ayars*

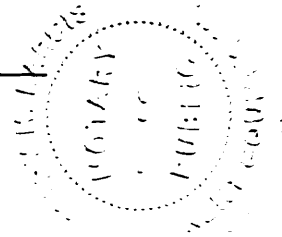
ROBERT S. AYARS

PRESIDENT, AMVA

Acknowledged before me in Kent County, Michigan, on May 19,  
2014 by Robert S. Ayars, as President of the Ada Moorings  
Villa Association, on behalf of the corporation.



*Mary H. Karcis*  
Mary H. Karcis, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 5-11-19



THORNAPPLE CLUB ON THE GRAND  
CONDOMINIUMS ASSOCIATION

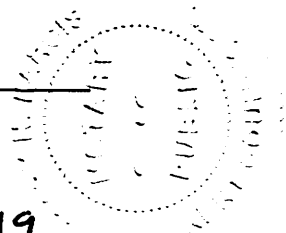
BY *Charles F. Logie Jr*

CHARLES F. LOGIE JR

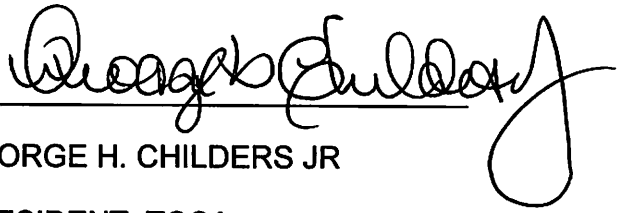
PRESIDENT, TCOG

Acknowledged before me in Kent County, Michigan, on May 19,  
2014 by Charles F. Logie Jr, as President of the Thornapple  
Club on the Grand Condominiums Association, on behalf of the corporation.

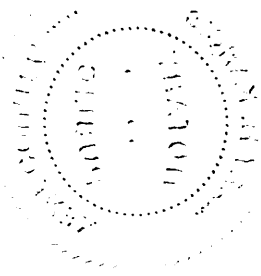
*Mary H. Karcis*  
Mary H. Karcis, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 5-11-19



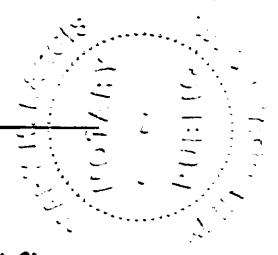
THORNAPPLE CLUB CONDOMINIUM  
ASSOCIATION

BY   
GEORGE H. CHILDERS JR  
PRESIDENT, TCCA

Acknowledged before me in Kent County, Michigan, on MAY 19,  
2014 by GEORGE H. CHILDERS JR, as President of the Thornapple  
Club Condominium Association, on behalf of the corporation.



Mary H. Karcis  
Mary H. Karcis, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires: 5-11-19



**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**

Eric R. Starck  
Miller Johnson  
250 Monroe Avenue, NW, Suite 800  
Grand Rapids, MI 49501-0306  
(616) 831-1767

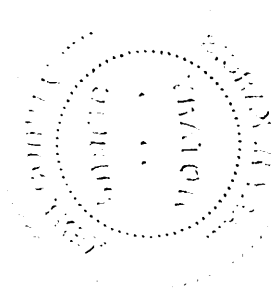
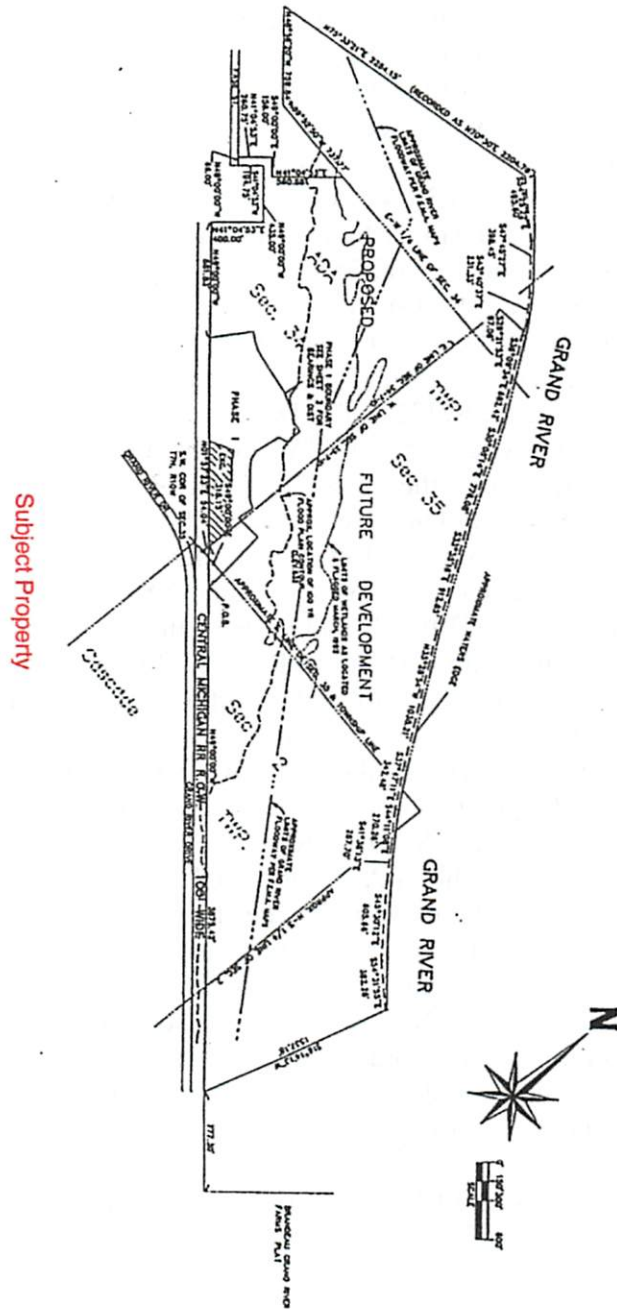


EXHIBIT A1



## EXHIBIT A2

**(Thornapple Condominium Project; 33 Units)** That part of the Southeast 1/4, Section 34, and part of the Southwest 1/4, Section 35, Town 7 North, Range 10 West, Ada Township, and that part of the Northwest 1/4, Section 2, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the Southeast corner of Section 34; thence N01°57'23"E 54.04 feet along the East line of Section 34 to the Northeasterly line of the Central Michigan Railway Company R.O.W. (100 feet wide) and the PLACE OF BEGINNING of this description; thence N01°57'23"E 180.43 feet along the East line of Section 34; thence N05°30'00"W 105.85 feet; thence Northwesterly 188.45 feet on a 268.0 foot radius curve to the right, the chord of which bears N69°08'38"W 184.59 feet; thence N49°00'00"W 243.00 feet; thence Northwesterly 139.33 feet on a 314.09 foot radius curve to the right, the chord of which bears N36°17'30"W 138.19 feet; thence S66°25'00"W 199.10 feet; thence N49°00'00"W 754.18 feet along said Northeasterly R.O.W. line; thence N31°47'00"E 173.87 feet; thence N37°27'30"E 30.15 feet; thence N31°37'00"E 140.00 feet; thence S60°43'00"E 72.06 feet; thence S66°28'25"E 69.72 feet; thence S77°06'55"E 64.85 feet; thence S83°00'00"E 234.95 feet; thence S81°51'58"E 84.60 feet; thence S71°22'00"E 181.82 feet; thence S49°05'06"E 38.41 feet; thence S85°14'31"E 102.96 feet; thence S00°40'17"W 140.00 feet; thence S62°42'00"W 69.31 feet; thence S09°40'15"W 131.57 feet; thence S77°40'35"E 35.89 feet; thence S35°26'19"E 150.12 feet; thence S17°05'17"E 174.90 feet; thence S49°26'43"E 70.96 feet; thence S72°00'18"E 70.00 feet; thence S10°55'57"W 138.26 feet; thence Easterly 38.92 feet on a 238.0 foot radius curve to the left, the chord of which bears N89°11'06"E 38.88 feet; thence N84°30'00"E 166.59 feet; thence S05°30'00"E 543.97 feet; thence N49°00'00"W 318.15 feet along said Northeasterly line of the Central Michigan Railway R.O.W. to the place of beginning. This parcel contains 14.99 Acres. Also that part of the Northwest 1/4, Section 2, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the NW corner of Section 2 (this point is located N89°28'40"W 67.82 feet from the Southeast corner of Section 34, Town 7 North, Range 10 West, Ada Township; thence S00°18'10"W 18.44 feet along the West line of Section 2 to the Southwesterly line of the Central Michigan Railway Company R.O.W. (100 feet wide) and the PLACE OF BEGINNING of this description; thence S49°00'00"E 839.94 feet along said Southwesterly line; thence S23°09'45"W 34.67 feet to a point on the centerline of Grand River Drive which is the most Northerly corner of Parcel "A" as described on Liber 205 of Surveys, Page 26; thence N49°00'00"W 533.74 feet along the centerline of Grand River Drive; thence Northwesterly 262.86 feet along said centerline on a 1042.14 foot radius curve to the left, the chord of which bears N56°13'33"W 262.16 feet to the West line of said Northwest 1/4; thence N00°18'10"E 87.02 feet along the West Line of the said Northwest 1/4, Section 2 to the place of beginning. This parcel contains 0.71 Acres including highway R.O.W.

**(Thornapple Club on the Grand Condominiums Project; 12 Units)** Also that part of the Southeast 1/4, Section 34, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: BEGINNING at a point on the East line of said Southeast 1/4 which is N01°57'23"E 54.04 feet from the Southeast corner of Section 34; thence N49°00'00"W 827.00 feet along the Northeasterly line of the Central Michigan Railway Company R.O.W. (100 feet wide); thence N66°25'00"E 199.10 feet; thence Southeasterly 139.33 feet along a 314.09 foot radius curve to the left, the chord of which bears S36°17'30"E 138.1 feet; thence S49°00'00"E 243.00 feet; thence Southeasterly 188.45 feet on a 268.00 foot radius curve to the left, the chord

## EXHIBIT A3

of which bears S69°08'38"E 184.59 feet; thence S05°30'00"E 105.85 feet; thence S01°57'23"W 180.43 feet along the East line of the Southeast 114, Section 34 to the place of beginning. This parcel contains 2.672 Acres.

**(Ada Moorings Condominium Project; 151 Units)** Also that part of Sections 34 and 35, T7N, R10W, Ada Township, and that part of the N 1/2, Section 2, T6N, R10W, Cascade 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 the Central Michigan Railway Company R.O.W. (100 feet wide); thence S49°00'00"E 318.15 feet along said Northeasterly R.O.W. line to the PLACE OF BEGINNING of this description; thence N05°30'00"W 130.00 feet along the Easterly line of Thornapple Club Condominiums to Reference Point "B"; thence along said Easterly line N05°30'00"W 268 feet, more or less, to the waters edge of a pond; thence meandering Southwesterly along said waters edge to its intersection with a line which bears N84°30'00"E from Reference Point "A" (Reference Point "A" is located N18°13'09"W 250.70 feet along an intermediate traverse line from above described Reference Point "B"); thence S84°30'00"W 5 feet, more or less, to Reference Point "A"; thence S84°30'00"W 15.00 feet and N19°23'28"W 20.00 feet and N34°37'58"W 87.48 feet and N05°30'00"W 73.59 feet and S84°30'00"W 49.00 feet along the Northeasterly line of Thornapple Club Condominium; thence Westerly 31.31 feet on a 238.00 foot radius curve to the right, the chord of which bears S88° 16'06"W 31.28 feet; then Northeasterly 47.83 feet on a 30.0 foot radius curve to the left, the chord of which bears N46°21'44"E 42.92 feet; thence Northerly 98.70 feet along the Westerly line of Thornapple Club Drive (private) on a 265.0 foot radius curve to the right, the chord of which bears N11°21'26"E 98.13 feet; thence N72°00'18"W 103.41 feet along the Northeasterly line of Thornapple Club Condominium; thence 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 N85°14'31"W 102.96 feet along the Northerly line of Thornapple Club Condominiums; thence N49°05'06"W 38.41 feet and N71°22'00"W 181.82 feet and N81°51'58"W 84.60 feet and N83°00'00"W 234.95 feet and N77°06'55"W 64.85 feet and N66°28'25"W 69.72 feet and N60°43'00"W 72.06 feet and S31 °37'00"W 140.00 feet and S37°27'30"W 30.15 feet and S31°47'00"W 173.87 feet along said Northerly line of Thornapple Club Condominiums; thence N49°00'00"W 881.83 feet along the Northeasterly line of the Central Michigan Railroad R.O.W. (100 feet wide); thence N41°04'53"E 400.00 feet; thence S74°55'54"E 60.95 feet; thence N79°30'00"E 160.75 feet; thence N10°30'00"W 177.74 feet; thence N40°57'39"E 358.79 feet; thence S62°53'00"E 20.61 feet to Reference Point "0"; thence S62°53'00"E 31 feet, more or less, to the waters edge of a pond; thence meandering Northeasterly along said waters edge to its intersection with a line which bears S42°38'44"E from Reference Point "P" (Reference Point "P" is located N26°25'41"E 113.88 feet and N47°21'16"E 84.53 feet along an intermediate traverse line from above described Reference Point "0") thence S42°38'44"E 4442 feet, more or less, from said waters edge (S44°38'44"E 4498.69 feet from Reference Point "P"); thence S41°00'00"W 723.15 feet; thence N49°00'00"W 1706.71 feet along the Central Michigan Railroad R.O. W. to the place of beginning.

**(Ada Moorings North Condominium Project; 32 Units)** Also that part of Section 34, 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 Section 34 thence

## EXHIBIT A4

N49°00'00" W 2463.01 feet along the Northerly line of the Central Michigan Railroad R.O.W. (100 feet wide); thence N41°04'53"E 400.00 feet to the PLACE OF BEGINNING of this description; 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 the 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 132.00 feet; thence N49°00'00"W 191.00 feet along the Northerly line of the Village of South Ada; thence N41°04'53"E 206.76 feet; thence N49°00'00"W 179.00 feet; thence N41°04'53"E 26.99 feet; thence N89°52'50"W 41.22 feet along the E-W 1/4 line of Section 34; thence N48°58'20"W 759.84 feet; thence N75°33'21"E 973.84 feet; thence S42°38'44"E 1132.60 feet to Reference Point "P"; thence S42°38'44"E 57 feet, more or less, to the waters edge of a pond; thence meandering Southwesterly along said waters edge to its intersection with a line which bears S62°53'00"E from Reference Point "0" (Reference Point "0" is located S47°21'16"W 84.53 feet and S26°25'41"W 113.88 feet along an intermediate traverse line from above described Reference Point "P"); thence N62°53'00"W 31 feet, more or less, to Reference Point "0"; thence N62°53'00"W 20.61 feet; thence S40°57'39"W 358.79 feet; thence S10°30'00"E 177.74 feet; thence S79°30'00"W 160.75 feet; thence N74°55'54"W 60.95 feet to the place of beginning.

Together with an easement to use all roads for ingress, egress and utility service within Thornapple Club (an adjoining condominium project established by the Developer pursuant to the Master Deed dated November 8, 1990, recorded November 19, 1990 in Liber 2806, Page 647, as amended and restated) as depicted on its Condominium Subdivision Plan as amended from time to time so long as ingress and egress to Grand River Drive is unimpeded and utility service is uninterrupted.

Subject to an easement for ingress, egress and utility service over the private roads within the Condominium for the benefit of the adjoining Thornapple Club on the Grand Condominiums and its Co-owners.

Subject to and together with easements of record including the Central Michigan Railway Company Private Crossing Agreement dated September 27, 1991 and recorded December 17, 1991 in Liber 2951 Page 761, Kent County, Michigan records, the Grand River Recreation Easement Agreement dated April 15, 1994 and to the highway right of way for Grand River Drive.

Together with and subject to any other easements, restrictions, and governmental limitations of record, visible easements, easements set forth on the Condominium Subdivision Plan, as amended, easements declared and reserved in Article VII of the Master Deed, as amended, and easements created by the application of subsection 67(3) of the Act.

EXHIBIT B1

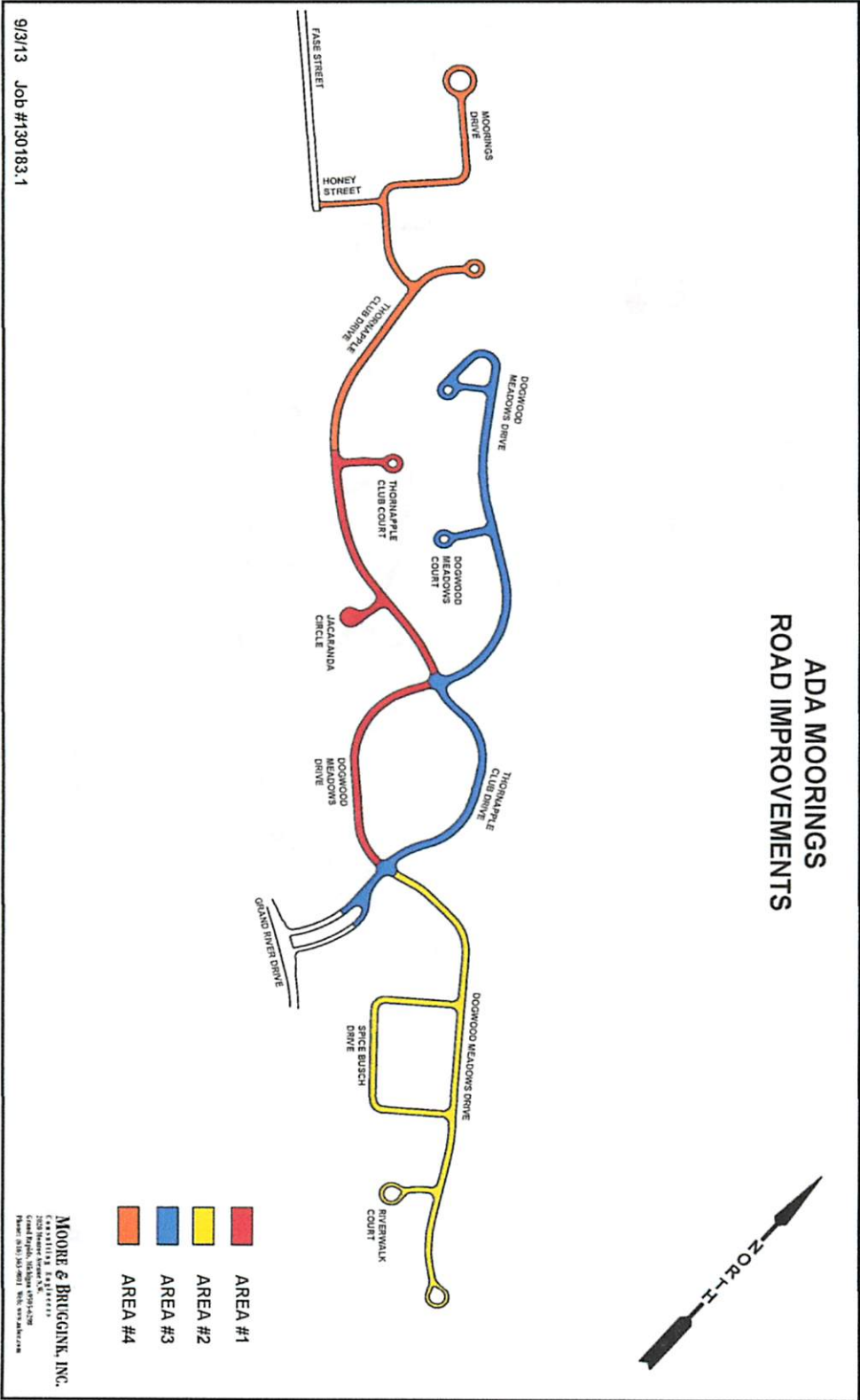
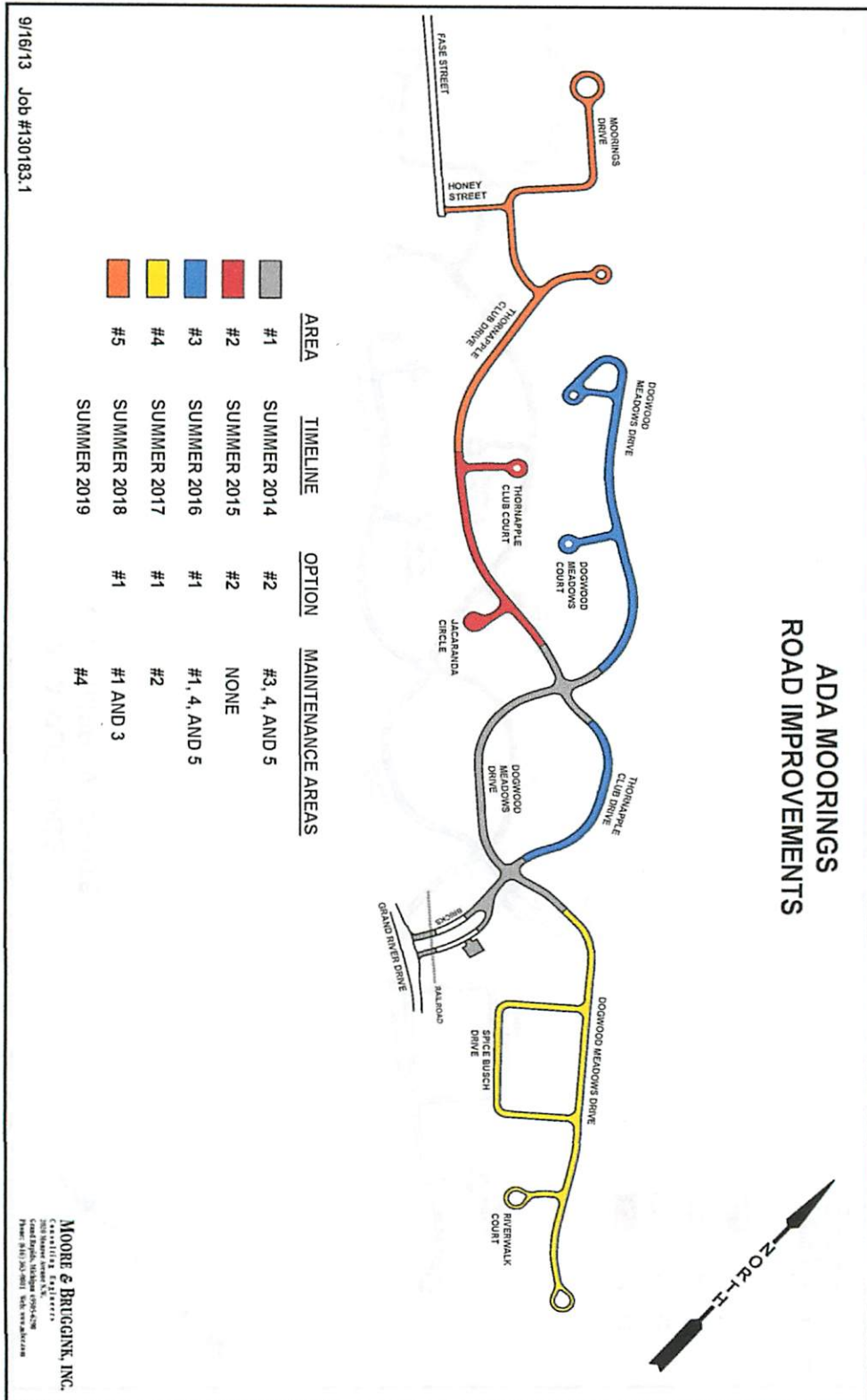


EXHIBIT B2





## EXHIBIT C

### SAMPLE Road Repair & Maintenance Budget for Fiscal Year 2014

<u>Item</u>	<u>Budget 2014</u>
<i>Annually Recurring Costs</i>	
Snow Plowing and Salting	\$20,000
Pot Hole Repairs	\$750
Crack Sealing in Development	\$5,800
AMRC Operating Expenses	\$150
AMRC State of Michigan Fees and Accounting Fees	\$150
Legal Expenses & Insurance	\$4,000
<b>Sub-Total</b>	<b><u>\$30,850</u></b>
<i>Capital Improvement/Repair Costs</i>	
Phase1 (Moore & Bruggink Study as Revised 9/16/13)	\$170,000
Contingency on Project	\$5,000
<b>Sub-Total</b>	<b><u>\$175,000</u></b>
<b>Total Projected Budget For 2014</b>	<b>\$205,850</b>
Projected Costs per Co-owner in Development	228 <u>\$902.85</u>
Ada Moorings Share of Costs for 2014	66.2281% \$136,330.48
Ada Moorings North Share of Costs for 2014	14.0351% \$28,891.23
Thornapple Club on the Grand Share of Costs for 2014	5.2632% \$10,834.21
Thornapple Club Share of Costs for 2014	14.4737% \$29,794.08
<b>Total:</b>	<b>\$205,850.00</b>