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LIBER 6124 PG 1244

STATE OF MICHIGAN
COUNTY OF KENT
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Mary Hollinshead
REG. OF DEEDS

MASTER DEED

THE GREENS OF CRYSTAL SPRINGS

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

Kent County Condominium Subdivision Plan No. 586 containing:

(1) Master Deed establishing The Greens of Crystal Springs, a Site Condominium Project.

(2) Exhibit A to Master Deed: Condominium Bylaws of The Greens of Crystal Springs.

(3) Exhibit B to Master Deed: Condominium Subdivision Plan for The Greens of Crystal Springs.

(4) Exhibit C to Master Deed: Crystal Springs Declaration of Residential Use Restrictions.

(5) Exhibit D to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Instrument Drafted by: Jonathan W. Anderson, Esq.
D Varnum, Riddering, Schmidt & HowlettLLP
Bridgewater Place - P.O. Box 352
Grand Rapids, Michigan 49501-0352

PPN 41-22-09-326-004 01

VERIFIED BY PD&M DF

From 126-013 01
From 126-010 00
From 126-009 99
From 126-007 97
From 126-006 91

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7/1.J I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any individual against the within description and all Taxes on same are paid for five years prior to the date of this instrument as appears by the records in my office. This certificate does not apply to current taxes. I am now processing this action.
Date 07-09-2002
Deputy Kent County Treasurer, Grand Rapids, Michigan

LIBER 6124 PG 1245

TABLE OF CONTENTS

MASTER DEED

THE GREENS OF CRYSTAL SPRINGS

(Act 59, Public Acts of 1978)
as amended

This Master Deed is signed on the 9th day of July, 2002, by **PULTE LAND COMPANY, LLC**, a Michigan limited liability company of 2850 Thornhills, SE, Suite 100, Grand Rapids, Michigan 49546 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing an expandable Site Condominium Project to be known as The Greens of Crystal Springs (the "Project"), according to development plans on file with Gaines Township, Kent County on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of the Master Deed), to establish the real property described in Article II, together with the improvements located and to be located on such property, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act").

C. Upon the recording of this Master Deed, The Greens of Crystal Springs shall be established as a Condominium Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential site condominium. The fourteen (14) Condominium building sites (the "Units") which will be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit is capable of individual

utilization by reason of having its own entrance from and exit to a Common Element of the Project.

1.2 Co-Owner Rights. Each Co-owner in the Project shall have an exclusive property right to the Co-owner's Unit and to the Limited Common Elements which are appurtenant to the Co-owner's Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the General Common Elements of the Project as described in this Master Deed.

1.3 Additional Restrictions. The Project is subject to the Crystal Springs Declaration of Residential Use Restrictions dated July 13, 1988, recorded on August 5, 1988, in Liber 2573, Page 15, as amended by instruments recorded in Liber 2577, Page 1301, and in Liber 2642, Page 248 (the "Crystal Springs Restrictions"). A copy of the Crystal Springs Restrictions is attached to the Master Deed as Exhibit "C".

ARTICLE II

LEGAL DESCRIPTION

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

Part of the Southwest 1/4, Section 9, Town 5 North, Range 11 W, Gaines Township, Kent County, Michigan, described as: Commencing at the Southeast corner of said Southwest 1/4; thence South 89 degrees 40 minutes 46 seconds West 1,196.20 feet along the South line of said Southwest 1/4; thence North 00 degrees 19 minutes 14 seconds West 50.00 feet; thence North 06 degrees 41 minutes 23 seconds East 175.46 feet; thence North 20 degrees 20 minutes 10 seconds West 59.33 feet; thence North 00 degrees 02 minutes 31 seconds West 370.00 feet; thence North 90 degrees 00 minutes 00 seconds West 130.00 feet; thence North 00 degrees 00 minutes 00 seconds East 218.56 feet; thence North 11 degrees 00 minutes 00 seconds East 340.00 feet; thence North 21 degrees 44 minutes 40 seconds East 100.10 feet; thence North 17 degrees 26 minutes 12 seconds East 100.00 feet; thence North 17 degrees 26 minutes 22 seconds East 330.59 feet; thence North 58 degrees 30 minutes 16 seconds East 119.36 feet; the previous Eleven (11) courses being along the West line of "The Fairways", to the Point of Beginning; thence North 28 degrees 35 minutes 00 seconds West 400.00 feet; thence North 13 degrees 15 minutes 00 seconds East 150.00 feet; thence North 59 degrees 10 minutes 55 seconds East 142.52 feet; thence South 74 degrees 10 minutes 00 seconds East 120.00 feet; thence North 83 degrees 12 minutes 48 seconds East 26.00 feet; thence South 74 degrees 10 minutes 00 seconds East 129.11 feet; the previous three (3) courses being along the South line of "Wexford Villas"; thence South 07 degrees 34 minutes 36 seconds West

125.68 feet; thence South 08 degrees 34 minutes 54 seconds West 94.94 feet; thence South 40 degrees 41 minutes 12 seconds East 116.51 feet; thence South 12 degrees 55 minutes 58 seconds East 52.94 feet, in part along the West line of Lot 36 of "The Fairways No. 2"; thence South 55 degrees 15 minutes 06 seconds West 139.94 feet; thence South 34 degrees 44 minutes 54 seconds East 93.69 feet; the previous two (2) calls being along the North and West lines of Lot 35, said "The Fairways No. 2"; thence Southwesterly 60.08 feet along a 333.00 foot radius curve to the left, the chord of which bears South 55 degrees 15 minutes 16 seconds West 60.00 feet along the Northwesterly right-of-way line of "Crystal View Drive" (being a 66.00 foot wide public right-of-way); thence North 34 degrees 44 minutes 54 seconds West 77.77 feet; thence South 81 degrees 27 minutes 53 seconds West 134.19 feet to the point of beginning, the previous two (2) calls being along the East and North lines of Lot 34, said "The Fairways No. 2".

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms are used in this Master Deed and in various other instruments such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of The Greens of Crystal Springs Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

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

(b) Administrator. "Administrator" means the Michigan Department of Consumer and Industry Services, which is designated to serve in such capacity by the Act.

(c) Association. "Association" or "Association of Co-owners" means The Greens of Crystal Springs Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) Association Bylaws. "Association Bylaws" means the corporate Bylaws of the Association.

(e) Common Elements. "Common Elements", where used without modification, means the portions of the Project other than the condominium units.

including all general and limited common elements described in Article IV of this Master Deed.

(f) Condominium Bylaws. "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(g) Condominium Documents. "Condominium Documents" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board of Directors and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(h) Condominium Property. "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(i) Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(j) Condominium Unit. "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(k) Co-owner. "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the project, including both the vendee(s) and vendor(s) of any land contract of purchase.

(l) Developer. "Developer" means Pulte Land Company, LLC, a Michigan limited liability company, which has made and executed this Master Deed, its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(m) Development and Sales Period. "Development and Sales Period", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and to offer for sale any Unit in the Project.

(n) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(o) Limited Common Elements. "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(p) Master Deed. "Master Deed" means this instrument, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(q) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project.

(r) Project. "Project" or "Condominium" means The Greens of Crystal Springs, a residential site condominium development established in conformity with the provisions of the Act.

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

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element). including easement interests of the Condominium provided to it for ingress, egress and utility installation over, across and through non-condominium properties and/or individual Units in the Project;

(b) Improvements. The roadway, park (if any), common sidewalks, lawn areas between the common sidewalks and the roadway, the landscaped island, trees, shrubs and other improvements not located within the boundaries of a Condominium Unit. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) Electrical. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) Gas. The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) Storm Drainage. The storm drainage and/or retention system throughout the Project;

(f) Telephone. The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) Telecommunications. The cable television and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) Entry Improvements. The entry signage, (if any), plantings and other improvements located at or near the entry to the Project;

(i) Water. The underground sprinkling line for the landscaped island, and the water distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) Sanitary Sewer. The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(k) Miscellaneous. All other Common Elements of the Project which are not designated as Limited Common Elements and are not enclosed within the

boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

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

4.2 **Limited Common Elements.** The Limited Common Elements are:

(a) Utility Service Lines. The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services to or from a Unit, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) Subterranean Land. The subterranean land located within Unit boundaries, from and below a depth of twenty (20) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land;

(c) Footings and Foundations. The portion of any footing or foundation extending more than twenty (20) feet below surrounding grade level;

(d) Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(e) Yard Lights. The yard lights and bulb(s) installed on each yard area to illuminate the house number and driveway;

(f) Delivery Boxes. The mail and/or paper box which is located on a Unit or is permitted by the Association to be located on the General Common Elements in order to serve a residence constructed on any individual Condominium Unit;

(g) Driveways and Walkways. The portion of any driveway and/or walkway exclusively serving the residence constructed within the Unit, which is located between a Unit and the paved common roadway; and

(h) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

In the event that no specific assignment of all the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, replacement, and snow removal of the Common Elements will be as follows:

(a) Limited Common Elements. Each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Unit.

(b) Unit Improvements. Unit owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit, and any portion which may extend beyond Unit boundaries up to the paved roadway. Unit owners shall also be responsible for the routine cleaning and snow removal of that portion of the common sidewalk located within the boundaries of a Unit, and near the paved roadway. If the Co-owner desires to hire a contractor to provide snow removal services or lawn mowing and landscaping services, the Co-owner shall contract only with the service provider then being used by the Association for such services. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas is regulated in Articles VII and VIII of the Condominium Bylaws, attached to this Master Deed as Exhibit A.

(c) Other Common Elements. The cost of cleaning, decoration, maintenance, repair and replacement, and landscaping of all Common Elements other than as described above shall be the responsibility of the Association, except

to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or the Co-owner's agent, invitee, family member or pet.

4.4 Oversight Authority. While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the Co-owner's residence, improvements or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair replace or otherwise maintain the Co-owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such reasonably uniform, periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(b) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions which are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments. including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Co-owners, mortgagees and other interested parties shall be deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sale Period has expired) as their agent and attorney, to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant

easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any part of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all other things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT AND MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey, is contained in the Condominium Subdivision Plan as surveyed by Medema, VanKooten & Associates, Inc., consulting engineers and surveyors. Each such Unit shall include the space located within Unit boundaries from and above a depth of twenty (20) feet and extending upwards to a height of fifty (50) feet above the surface, as shown on Exhibit B and as delineated with heavy outlines, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the percentage of such value which is assigned to each of the fourteen (14) Condominium Units in Phase I of the Project shall be equal. The determination that Percentages of Value for all such Units shall be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value and concluding that there are no material differences among them as far as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the public records of Kent County, Michigan.

5.3 Unit Modification. The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection

with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

5.4 Conditions Precedent. Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of fourteen (14) Condominium Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of forty-two (42) Units. Additional Units, if any, will be established upon all or some portion of the following described land (the "Future Development Area"):

That part of the SW ¼, Section 9, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the SE corner of said SW ¼; thence S89°40'46"W 616.00 feet along the South line of said SW ¼; thence N00°15'20"W 660.00 feet to the point of beginning; thence N11°00'00"W 235.00 feet; thence N10°00'00"E 399.91 feet; thence N15°50'09"E 127.04 feet; thence N00°07'12"E 74.82 feet; thence N01°14'31"W 187.67 feet; thence N10°50'26"W 69.61 feet; thence Northeasterly 318.16 feet along a 333.00 foot radius curve to the left, the chord of which bears N51°47'17"E 306.20 feet, the central angle being 54°44'34"; thence N24°25'00"E 77.83 feet; thence S65°35'00"E 10.00 feet; thence S00°15'20"E 1331.86 feet; thence S89°40'44"W 330.00 feet to the point of beginning.

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time-to-time and within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion. No Unit will be created within any part of the Future Development Area which is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this Article will in any way obligate the Developer to enlarge the Condominium Project beyond the initial phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Development Area as described in this Article nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

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

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

6.6 Additional Provisions. The amendment to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; and (ii) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be desirable in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of fourteen (14) Condominium Units and may, at the election of the Developer, be contracted to a minimum of eight (8) Units.

7.2 Withdrawal of Units. The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all portion of the lands described in Article II; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

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

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

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting

portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

8.1 Easements for Maintenance and Repair. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction.

There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. The Developer reserves non-exclusive easements for the benefit of itself, its successors and assigns, which may be utilized at any time or times, subject to payment of the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it;

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II; and

(c) to grant easements over portions of the Project consistent with the development of the Project and other property owned by Developer, so long as the

easements do not adversely and materially interfere with the use of affected Units for residential purposes.

The easements described above shall be permanent, subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on such easements.

8.3 Easement Relating to Adjacent Golf Course. Each Unit in the Project is burdened with an easement for the passage of golf balls which may come over or across the Unit from the adjacent golf course. By acceptance of title to the Unit, each Co-owner waives any claim the Co-owner may have against the Developer and its successors and assigns arising out of any personal injury or property damage caused by the passage of golf balls over or across the Unit.

ARTICLE IX

AMENDMENT AND TERMINATION

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

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

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

(b) Material Changes. The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and mortgagees; provided.

that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without the Co-owner's consent, nor may the formula used to determine Percentages of Value for Phase I of the Project be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including, without limitation, rights to amend for purposes of expansion, contraction and/or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors continue to own and to offer for sale any Unit in the Project. For purposes of this subsection, a mortgagee shall have one vote for each first mortgage held.

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

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

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

(f) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration. The Co-owners of record shall be notified of all such proposed amendments not less than 10 days before the amendment is recorded.

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

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall

become effective only when the Agreement has been recorded in the public records of Kent County, Michigan.

(b) Real Property Ownership. Upon recordation of an instrument terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the net assets (if any) of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

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

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

9.5 Access and Use of Withdrawn Property. At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across, and through the remaining Project, subject to the payment of a pro rata share of the cost of maintaining such easements based upon the number of Units developed on the withdrawn lands to the number of Units developed in the remaining Project. Removed lands shall be developed in a manner which is not detrimental to, or inconsistent with, the character of the remaining Project.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Assignment. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the Kent County Register of Deeds.

[Signature appears on following page.]

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

PULTE LAND COMPANY, LLC,
a Michigan limited liability company

By: _____
Jeff Chamberlain, Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

This instrument was acknowledged before me the 9 day of July, 2002, by Jeff Chamberlain, the Vice President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____
Jonathan W. Anderson
Notary Public, Kent County, MI
My commission expires: 5-13-2003

EXHIBIT A TO MASTER DEED

CONDOMINIUM BYLAWS

THE GREENS OF CRYSTAL SPRINGS

TABLE OF CONTENTS

EXHIBIT A

CONDOMINIUM BYLAWS

THE GREENS OF CRYSTAL SPRINGS

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Organization. The Greens of Crystal Springs is a residential site condominium project located in the Township of Gaines, Kent County, Michigan (the "Project") being developed in two (2) successive phases so as to comprise a maximum of forty-two (42) building sites (the "Units). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupancy of a Condominium Unit in the Project shall constitute an acceptance of the terms of these instruments and an agreement to comply with such provisions.

ARTICLE II

MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of the Co-owner's ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to the Co-owner's Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in these Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by the Co-owner when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Condominium Unit in the Project, nor shall the Co-owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. The Developer shall be entitled to vote only those Units to which it still holds title and for which it is paying the current assessment then in effect at the date on which the vote is cast.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Units that may be created ; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eiigible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

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

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units in the Project that may be created, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established. Application of this provision does not require a change in the size of the Board as designated in the corporate bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of

members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 **Quorum of Members.** The presence in person or by proxy of thirty-five (35%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE IV

ADMINISTRATION

4.1 **Board of Directors.** The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in the Association Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held, and on thirty (30) days notice at any time for cause.

4.2 **Powers and Duties.** The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of such administration as are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Care, upkeep and maintenance of the common elements;

(b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations which are not inconsistent with the provisions of Article VII of these Bylaws, governing the use of the Condominium Property;

(e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the common elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the common elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

(k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

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

4.4 Maintenance and Repair. All maintenance of and repair to the structure and other improvements located within a Condominium Unit, except as otherwise provided in the Master Deed, shall be made by the Co-owner of such Unit.

All maintenance of, repair to and replacement for the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner, in which case the expense shall be charged to such Co-owner individually. The Association or its agent shall have access to the exterior portion of each Unit from time to time during reasonable working hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements located within or accessible only from a Unit.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

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

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty (60%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding $3,500 or $75 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional

assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and will not be enforceable by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than $3,500 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty (60%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and will not be enforceable by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in four (4) equal quarterly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner who has not constructed a residence within the Co-owner's Unit from payment, for a limited period of time, of all or some portion of the assessment for the Co-owner's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Owners begin to utilize the Common Elements on a regular basis.

So long as the water for the lawn sprinkling system on the landscaped island is supplied from Unit 11's water service (as described in Section 7.28 of these Bylaws), Unit 11 shall receive a $100 annual credit against the annual assessments allocated to Unit 11 by the Association. This amount shall be increased from time to time, as determined by the Board of the Association in the reasonable exercise of its discretion, to account for increases in the cost of water used for sprinkling the landscaped island.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of

the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by the Co-owner and shall furnish copies of each budget on which such common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon the Co-owner's Unit during the time that the Co-owner is the Owner of the Unit, and no Co-owner may exempt himself from liability for the Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under Co-owner, shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act; however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees.

(c) Self-Help. The Association may enter upon the common elements, limited or general, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Co-owner's Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The Developer of the Condominium, although a member of the Association, will not be responsible for payment of either general or special assessments levied by the Association prior to the Transitional Control Date.

(a) Pre-Turnover Expenses. During the time that the Developer controls the Association, it will be its responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the Developer will be liable for the funding of any continuing deficit of the Association which was incurred prior to the Transitional Control Date.

(b) Post-Turnover Expenses. After the Transitional Control Date has occurred, the Developer shall be responsible for the payment of the same maintenance assessment levied against other unimproved Units in the Project and for all special assessments levied by the Association except as otherwise provided in the Condominium Documents.

(c) Exempted Transactions. The Developer will not be responsible for the payment of any portion of any general or special assessment which is levied for deferred maintenance, reserves for replacement or capital improvements or additions, except with respect to Units owned by it on which a completed residence is located. In no event will the Developer be liable for any assessment levied in whole or in part to finance litigation or other claims against the Developer, any cost of investigating and/or preparing such litigation or claim, or any similar related costs.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project, except for the year in which the Project was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the percentage of value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit description only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at the Co-owner's own expense with respect to the residential building and all other improvements constructed or located within the perimeters of the Co-owner's Condominium Unit, and for the Limited Common Elements appurtenant to the Co-owner's Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within the Co-owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-owner's Unit or on the Limited Common Elements appurtenant to the Co-owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Co-owner's residence. The Association and all Co-owners shall use their best efforts to see that all insurance carried by the Association or any Co-owner contains appropriate provisions concerning waiver of the right of subrogation as to any claims against any Co-owner or the Association.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and

appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

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

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element or main service road, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, that if the common roadway is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or

other person having an interest in the property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore the Co-owner's Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval is obtained from the Association or its Architectural Control Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage to property which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. With regard to reconstruction or repair required to be performed by the Association, if the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, the Association may levy an assessment against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 **Eminent Domain.** The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and the Co-owner's mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

GENERAL RESTRICTIONS

The general restrictions described in this Article VII are in addition to the Crystal Springs Restrictions. To the extent of any inconsistencies between this Article and the Crystal Springs Restrictions, the more restrictive of the restrictions shall control. Maintenance responsibilities for a Unit are also addressed in Section 4.3 of the Master Deed.

7.1 Residential Use Restrictions. All Units shall be used for private residential purposes only and no building shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2) nor more than three (3) parking spaces for the sole use of the Co-owner or occupants of the dwelling. No accessory building or other structure may be erected in any manner or location until after the Transitional Control Date, and then only with the prior written consent of Architectural Control Committee.

7.2 Dwelling Quality and Size. It is the intention and purpose of this Article to insure that all dwellings in the Project shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations, and with such further standards as may be required by this Article or by Developer, its successors and/or assigns. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (including full basements, daylight basements, and walk-out basements):

one-story home	-	1,500 square feet
other than one-story home	-	1,900 square feet

Notwithstanding the foregoing, the Developer or the Architectural Control Committee referred to in Section 8.3 below, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to a Co-owner who applies for such exception; provided that Co-owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to that Co-owner will not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the Co-owner on such Unit. Any such exception granted to an Co-owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Unit or Co-owner.

To the extent the Developer elects to develop a second phase of the Project, the Developer may establish smaller minimum square footage requirements for the residences in the second phase than are established in this Section.

7.3 Building Location. All buildings and structures shall be located on each Unit in accordance with the Township's requirements set forth in its zoning ordinance.

7.4 Building Materials. Exterior building materials shall be stone, brick, wood, vinyl siding, or any other material blending with the architecture and natural landscape which is approved by Developer.

7.5 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit the Co-owner's home or requires commercial vehicles to travel to and from the Co-owner's home shall be conducted in any dwelling located in the Project with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Unit nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse shall be permitted outside the dwelling. No Unit shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

7.6 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit.

7.7 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any building, developer or real estate company during the Development and Sale Period. No sheds or other storage structures shall be constructed upon any Unit. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by Co-owner, or that Co-owner's agents, employees or independent contractors, in erecting any building or structure on that Co-owner's Unit shall be restored by that Co-owner, at the Co-owner's sole expense, to its condition immediately prior to the commencement of such work. Restoration shall be performed immediately following the completion of the work or, if such work is not completed, within a reasonable time following the date the work stopped.

7.8 Soil Removal. Soil removal from Units shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

7.9 Undergound Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

7.10 Tree Removal. Clear-cutting or removal of trees greater than eight (8) inch caliper at chest height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer. It shall be the responsibility of each Co-owner to maintain and preserve all large trees on the Co-owner's Unit, which responsibility includes welling trees, if necessary.

7.11 Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

7.12 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored, or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and

construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. No vehicle shall be parked overnight on any roadway or at any time on any roadway directly opposite to a vehicle parked on the other side of the roadway.

7.13 Trash and Refuse. The Association shall contract for a trash and refuse removal service for all Units within the Project. Each Co-owner shall cooperate with the procedures established by the trash removal service. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property Co-owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The foregoing restrictions, however, shall not apply to activities of the Developer or any builder or developer during the Development and Sale Period. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

7.14 Fences and Obstructions. No fences, walls or similar structures shall be erected on any Unit until after the Transitional Control Date, and then only with the prior written approval of the Architectural Control Committee. Fences enclosing swimming pools approved by the Architectural Control Committee under Section 7.17 shall be permitted only if approved by the Architectural Control Committee. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25) feet from the intersection of such street lines, which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area. No fences in any front yard and no chain link fences shall be permitted on any Unit at any time.

7.15 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Unit, the Co-owner thereof shall cause such Unit to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Unit exceed six (6) inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit except in wooded areas, and Wetlands. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost thereof shall become a lien upon the Unit(s) involved until paid. All Units owned by Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 7.15. Upon conveyance of any Unit by Developer or a builder to an Co-owner other than Developer or a builder, the exemption for the Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 7.15.

7.16 Motorized Vehicles. No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Unit or in any drain easement, side strip, or retention area of the Project.

7.17 Swimming Pools and Other Structures. No swimming pools, outdoor whirlpools, hot tubs or other recreational structures shall be constructed by a Co-owner on any Unit until after the Transitional Control Date, and then only with the prior written approval of the Architectural Control Committee. No above-ground swimming pool shall be permitted at any time. The construction of any swimming pool or other recreational structure which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with this Article and with all applicable local ordinances and/or state laws.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Architectural Control Committee, shall be screened from any street lying entirely within the Project, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee and in compliance with all laws and governmental regulations and ordinances pertaining thereto. Notwithstanding the foregoing, each Co-owner shall have the right to construct one (1) freestanding pole with a backboard and basketball hoop mounted thereon, provided the pole is located next to the driveway, on that portion that is closer to the house than to the street.

7.18 Lawn Fertilization. Any fertilizer used on any Unit within the Project shall be phosphate free and no chemical fertilizers shall be used on any Unit. The Township may require Township approval prior to the use of any fertilizer on any Unit.

7.19 Signs; Illumination. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message, and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the premises upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days. The foregoing restrictions contained in this Section 7.19 shall not apply to such signs as may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period during or during such periods as any residence may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit.

7.20 Objectionable Sights. Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any dwelling on any Unit, without the prior written

approval of Developer as to location, color and screening; however, if required by applicable federal law, any regulation of satellite dishes one meter or less in diameter shall not unreasonably impair a Co-owner's installation, maintenance, and use of the dish.;

7.21 Maintenance. The Co-owner of each Unit shall keep all buildings and grounds on the Unit in good condition and repair.

7.22 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Article, Developer, and/or any builder which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or that builder may determine and/or a model home or homes for such purposes. Developer and any such designated builder may continue such activity until such time as all of the Units in which Developer and such builder have an interest are sold.

7.23 Easements. Easements for the construction, installation, maintenance and replacement of public utilities, service drainage facilities, sanitary sewer, storm sewer, and ingress and egress are indicated on the Subdivision Plan. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Developer and its successors and assigns shall have access over each Unit for the maintenance of all improvements in, on over and/or under any easement which burdens such Unit, without charge or liability for damages. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone, and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees.

7.24 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

7.25 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these bylaws throughout the Development and Sales Period, which right of

enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

7.26 Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Co-owner in the Project.

7.27 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by Section 8.3, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

7.28 Sprinkling of Island. Unit 11 is subject to the requirement that the water service system for the landscaped island in the roadway be connected to the water service of Unit 11. The owner of Unit 11 is entitled to a credit against the annual assessments as set forth more fully in Section 5.3 of the Bylaws. The sprinkler heads and related conduit serving the sprinkling system on the island remain General Common Elements as set forth in Section 4.1(i) of the Master Deed.

ARTICLE VIII

ARCHITECTURAL CONTROLS

8.1 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 8.2 below, (i) no residence, building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, and (ii) no addition, change or alteration to any residence, building, fence, wall or other structure (including any painting or other finishing of the exterior of the residence) shall be made on any Unit, except for alterations to the interior of the residence.

8.2 Submission of Plans and Plan Approval. All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. The construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all building, structures and improvements, as well as utilities and parking areas for the Unit. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications,

Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desirable that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer with thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective buildings and Co-owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Co-owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of Developer to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article VIII within thirty (30) days from the date submitted shall constitute disapproval thereof. Developer shall be entitled to charge each applicant, for each submittal after the first submittal, a review fee in an amount not to exceed Two Hundred Fifty and 00/100 ($250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referenced in Section 8.3 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Unit(s) (without the consent of grantees or vendees of other Units or adjoin or adjacent property) to deviate from any or all of the restrictions set forth in this Article, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner.

8.3 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Units in the Project have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles VII and VIII, to a Committee representing the Co-owners or to the Association (the "Architectural Control Committee"), provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under Articles VII and VIII to an Architectural Control Committee, the Committee shall consist of no less than three (3) members and no more than five (5) members, to be appointed by Developer. Developer may transfer Developer's right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion. If, at the time Developer delegates to the Association or an Architectural Control Committee Developer's rights, duties and obligations under

Articles VII and VIII, Developer continues to own any Units within the Project, Developer shall retain the right to approve all plans, specifications and other related materials and to otherwise exercise any rights, duties and obligations under Articles VII and VIII, with respect to such Units.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulation which is binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) Inspection and Notice. Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend such meetings.

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

(c) Past Due Assessments. A mortgagee of a recorded first mortgage which takes title to a Condominium Unit pursuant to the remedies provided in the

mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holdertakes title.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, intending to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of such lease form for its review in compliance with the Condominium Documents. No Unit shall be rented or leased for a period of less than ninety (90) days without the prior written consent of the Association.

10.2 Terms of Lease. Tenants or non Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

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

(a) Notice. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages

to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Condominium Project.

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

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents effecting the transfer.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitration.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than $2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is $10,000.00 or less.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached as an exhibit, or as defined in the Act.

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

13.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to the Co-owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed of The Greens of Crystal Springs.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the

Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

(1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);

(2) these Condominium Bylaws;

(3) the Articles of Incorporation of the Association;

(4) the Association (Corporate) Bylaws;

(5) the Rules and Regulations of the Association; and

(6) the Disclosure Statement.

LIBER 6124 PG 1297

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 586
EXHIBIT "B" TO THE MASTER DEED OF:

THE GREENS OF CRYSTAL SPRINGS

GAINES TOWNSHIP, KENT COUNTY, MICHIGAN
DEVELOPER: PULTE LAND COMPANY, LLC.
2850 THORNHILLS DRIVE, SUITE 100
GRAND RAPIDS, MICHIGAN 49546

ENGINEER: MEDEMA, VAN KOOTEN, AND ASSOCIATES, INC.
252 STATE ST. SE., GRAND RAPIDS, MICHIGAN 49503-4381

ATTENTION COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET NO. 2 OF 4

PROPERTY DESCRIPTION

Part of the Southwest 1/4, Section 9, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the Southeast corner of said Southwest 1/4; Thence S89°40'46"W 1,196.20 feet along the South line of said Southwest 1/4; thence N00°19'14"W 50.00 feet, Thence N06°41'23"E 175.46 feet; Thence N20°20'10"W 59.33 feet; Thence N00°02'31"W 370.00 feet; Thence N90°00'00"W 130.00 feet; Thence N00°00'00"E 218.56 feet; Thence N11°00'00"E 340.00 feet; Thence N21°44'40"E 100.10 feet; Thence N17°26'12"E 100.00 feet; Thence N17°26'22"E 330.59 feet; Thence N58°30'16"E 119.36 feet; the previous Eleven (11) courses being along the West line of "The Fairways", to the Point of Beginning; Thence N28°35'00"W 400.00 feet; Thence N13°15'00"E 150.00 feet; Thence N59°10'55"E 142.52 feet; Thence S74°10'00"E 120.00 feet; Thence N83°12'48"E 26.00 feet; Thence S74°10'00"E 129.11 feet, the previous Three (3) courses being along the South line of "Wexford Villas"; Thence S07°34'36"W 125.68 feet, Thence S08°34'54"W 94.94 feet; Thence S40°41'12"E 116.51 feet; Thence S12°55'58"E 52.94 feet, in part along the West line of Lot 36 of "The Fairways No.2"; Thence S55°15'06"W 139.94 feet; Thence S34°44'54E 93.69 Feet; the previous two (2) calls being along the North and West lines of Lot 35, said "The Fairways No.2"; thence Southwesterly 60.08 feet along a 333.00 foot radius curve to the left, the chord of which bears S55°15'16"W 60.00 feet along the Northwesterly Right-of-way line of "Crystal View Drive" (being a 66.00 foot wide Public right-of-way); thence N34°44'54"W 77.77 feet; thence S81°27'53"W 134.19 feet to the point of beginning, the previous two (2) calls being along the East and North lines of Lot 34, said "The Fairways No.2".

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

SHEET INDEX	
1.	COVER SHEET
2.	SITE AND SURVEY PLAN
3.	UTILITY PLAN
4.	FUTURE DEVELOPMENT AREA

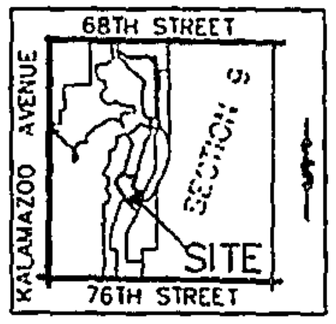
STATE OF MICHIGAN
STEVEN P. VAN KOOTEN
ENGINEER
No. 38283
LICENSED PROFESSIONAL ENGINEER

STATE OF MICHIGAN
STEVEN P. Van KOOTEN
LAND SURVEYOR
No. 37284
LICENSED LAND SURVEYOR

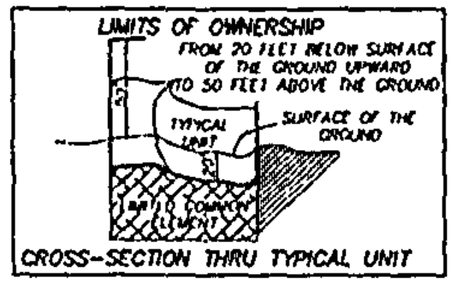
ENGINEER SURVEYOR

PROPOSED DATED JULY 1, 2002 - SHEET 1 OF 4

LIBER 6124 PG 1298



LOCATION MAP



SURVEYOR'S CERTIFICATE

I, STEVEN P. VAN KOOTEN, REGISTERED LAND SURVEYOR AND REGISTERED CIVIL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 586 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING OF THE CONSOLIDATING CONDOMINIUM PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59.

DATE

STEVEN P. VAN KOOTEN, REGISTERED LAND SURVEYOR NO. 37284 AND REGISTERED CIVIL ENGINEER NO. 38283
MEDEMA, VAN KOOTEN AND ASSOCIATES, INC.
252 STATE STREET, S.E.
GRAND RAPIDS, MI 49503-4381

BENCH MARK

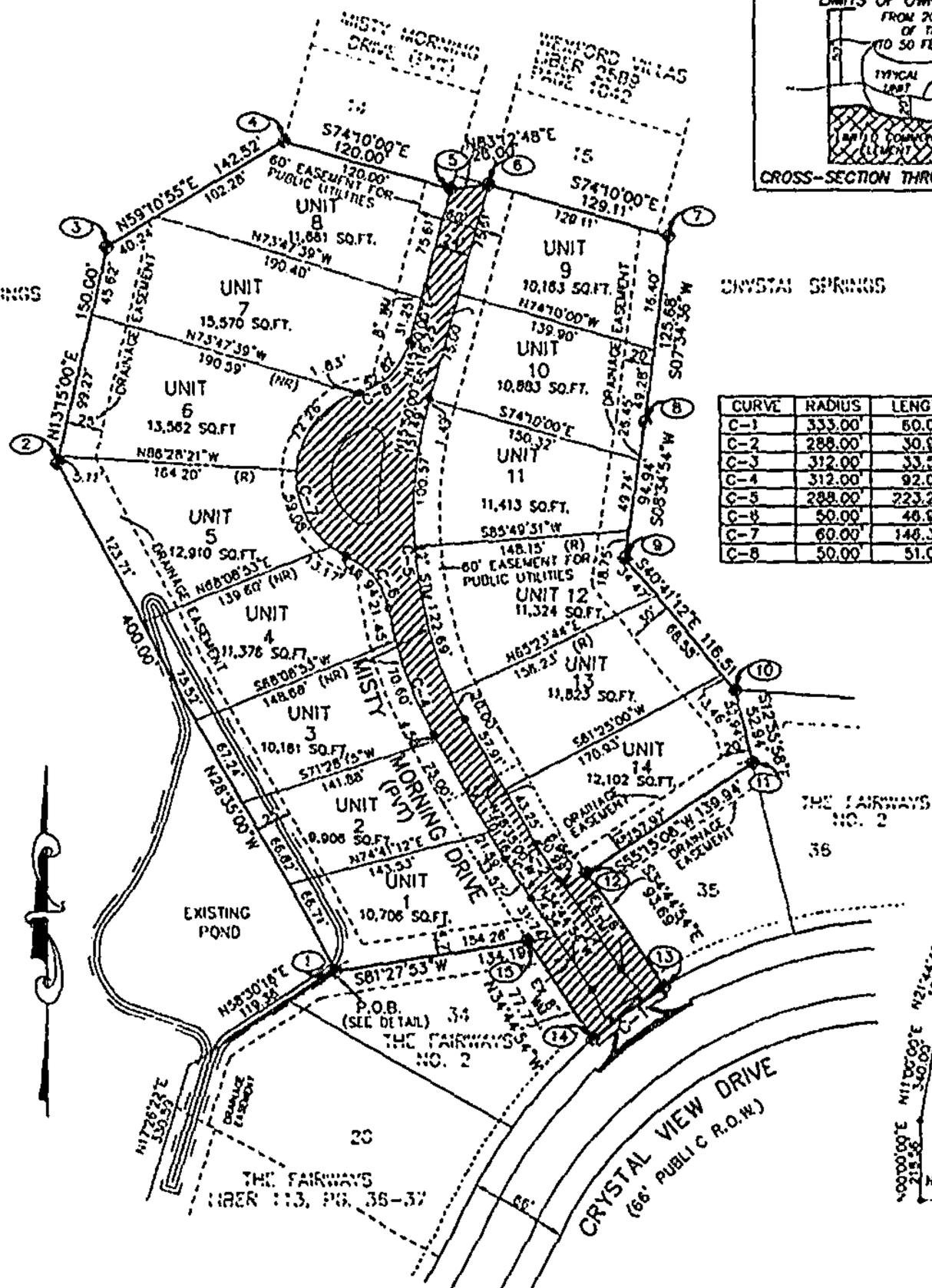
BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF THE NW 1/4 OF SEC. 9, T5N, R11W

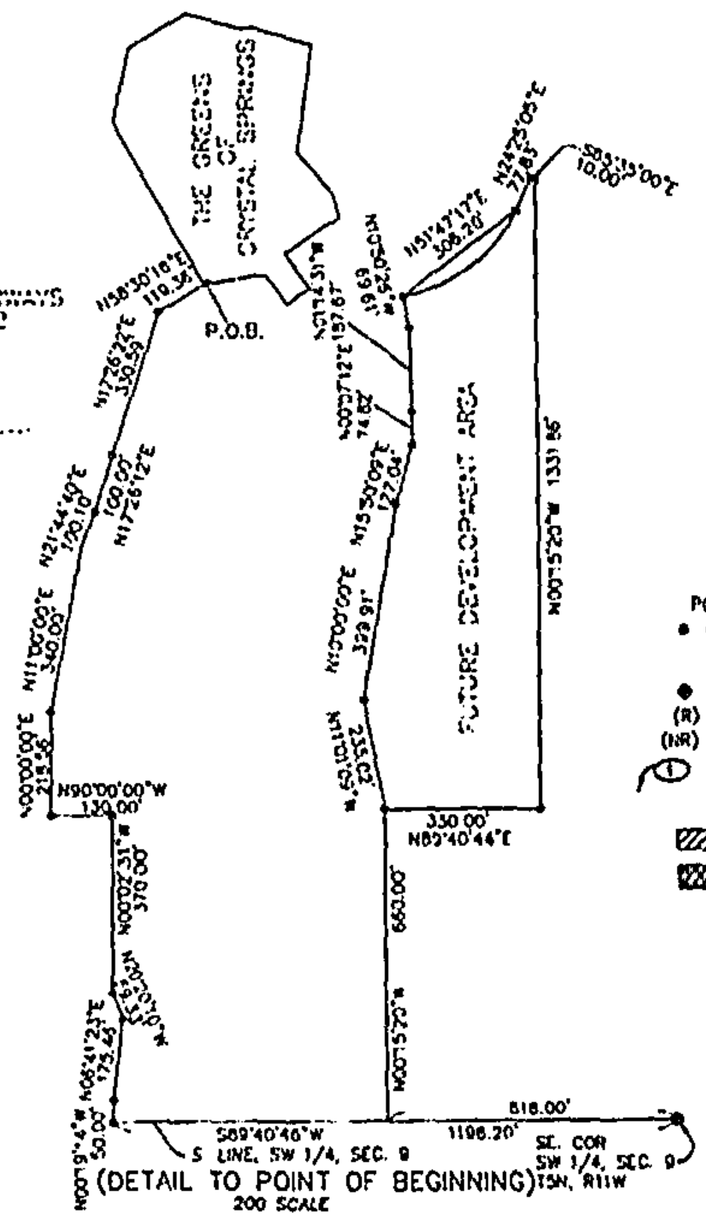
BEARING BASIS

THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED FROM THE BEARINGS ON THE RECORDED PLAT OF "THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36 - 37

GENERAL NOTES

- MISTY MORNING DRIVE MUST BE BUILT
- ALL UNIT CORNERS WILL BE MARKED WITH IRON STAKES.
- PRIVATE AND PUBLIC UTILITIES SHALL BE PLACED WITHIN THE PRIVATE DRIVE EASEMENT FOR PUBLIC UTILITIES.
- THE EXISTING POND WILL BE INCREASED TO THE SIZE SHOWN ON THIS PLAN.
- IRON STAKES WILL BE PLACED AT ALL UNIT CORNERS.





CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	333.00'	60.08'	60.00'	S55°15'16"W	10°20'15"
C-2	288.00'	30.99'	30.97'	S31°39'57"E	06°09'54"
C-3	312.00'	33.57'	33.55'	S31°39'57"E	06°09'54"
C-4	312.00'	92.05'	91.71'	S20°07'54"E	16°54'12"
C-5	288.00'	223.28'	217.71'	S06°22'30"E	44°25'00"
C-6	50.00'	46.94'	45.24'	S35°34'35"E	53°47'34"
C-7	60.00'	146.34'	112.87'	S04°24'07"W	139°44'56"
C-8	50.00'	51.00'	48.82'	N45°03'17"E	58°28'35"

COORDINATE TABLE

	NORTHING	EASTING
1	3781.8428	1005.8685
2	4112.8817	814.4919
3	4258.8888	948.8720
4	4351.8135	871.2680
5	4299.1727	1068.7151
6	4302.2452	1112.4329
7	4267.0190	1236.7416
8	4142.4377	1220.1704
9	4048.5807	1206.0038
10	3980.2127	1281.0590
11	3908.6118	1293.8083
12	3828.8492	1178.8246
13	3751.8509	1232.2374
14	3717.8378	1182.8123
15	3781.5595	1136.5710

LEGEND

POB = POINT OF BEGINNING
● = CONCRETE MONUMENTS TO BE PLACED ALONG MISTY MORNING DRIVE AT ALL POINTS OF CURVATURE AND DEFLECTION POINTS.
● = CONCRETE MONUMENT
(R) = RADIAL LOT LINE
(NR) = NON RADIAL LOT LINE
(1) = COORDINATE POINT (SEE COORDINATE TABLE)
C-1 = CURVE NO. (SEE CURVE TABLE)
= GENERAL COMMON ELEMENT
= LIMITED COMMON ELEMENT

THE GREENS OF CRYSTAL SPRINGS
SITE AND SURVEY PLAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

ENGINEER SURVEYOR

MEDEMA VAN KOOTEN AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT SCALE 50 0 25 50 100 200

PROPOSED DATED JULY 1, 2002

LIBER 6124 PG 1299

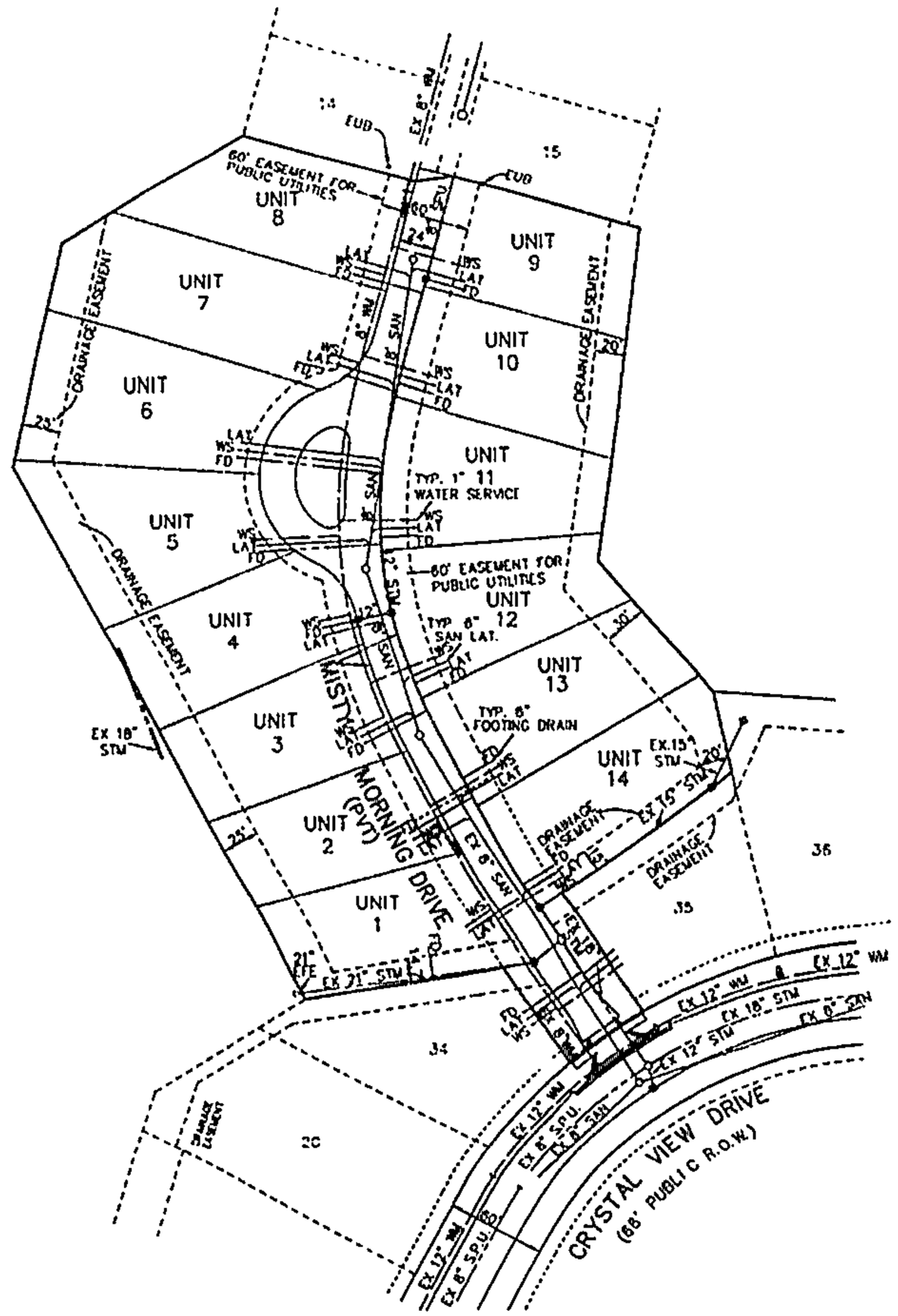
GENERAL NOTES

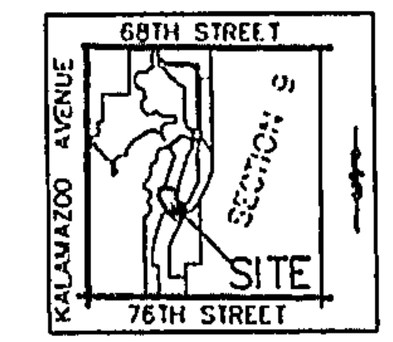
- ALL PROPOSED UTILITIES MUST BE BUILT.
- PRIVATE AND PUBLIC UTILITIES SHALL BE PLACED WITHIN THE PRIVATE DRIVE EASEMENT FOR PUBLIC UTILITIES
- ALL WATER SERVICES ARE 1"
- ALL STORM SEWER LATERALS ARE 6"
- ALL SANITARY SEWER LATERALS ARE 6"
- ALL UTILITIES SHOWN ON THIS PLAN ARE PROPOSED UNLESS LABLED AS EXISTING.

UTILITY NOTES

ALL UNDERGROUND UTILITIES INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS WHERE ACCESSIBLE AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. THE LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

1. SEWERS AND WATERMAIN – CITY OF GRAND RAPIDS ALONG WITH MEDEMA & VAN KOOTEN CONSTRUCTION PLANS.
2. GASMAIN ——— MICHIGAN CONSOLIDATED GAS CO.
3. ELECTRIC ——— CONSUMERS ENERGY
4. TELEPHONE ——— AMERITECH
5. CABLE TV ——— AT&T BROADBAND





LOCATION MAP

BENCH MARK

BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF
THE NW 1/4 OF SEC. 9, T5N, R11W

BEARING BASIS

THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED FROM THE BEARINGS ON THE RECORDED PLAT OF "THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36 – 37

LEGEND

- EUD = EXISTING UTILITY BOX
- EX = EXISTING UTILITY
- STM = STORM SEWER
- SAN = SANITARY SEWER
- WM = WATERMAIN
- FD = STORM FOOTING DRAIN
- LAT = SANITARY LATERAL
- WS = WATER SERVICE
- MANHOLE
- WATERMAIN VALVE
- FIRE HYDRANT
- CATCHBASIN

THE GREENS OF CRYSTAL SPRINGS
UTILITY PLAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

ENGINEER SURVEYOR

MEDEMA VAN KOOTEN AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

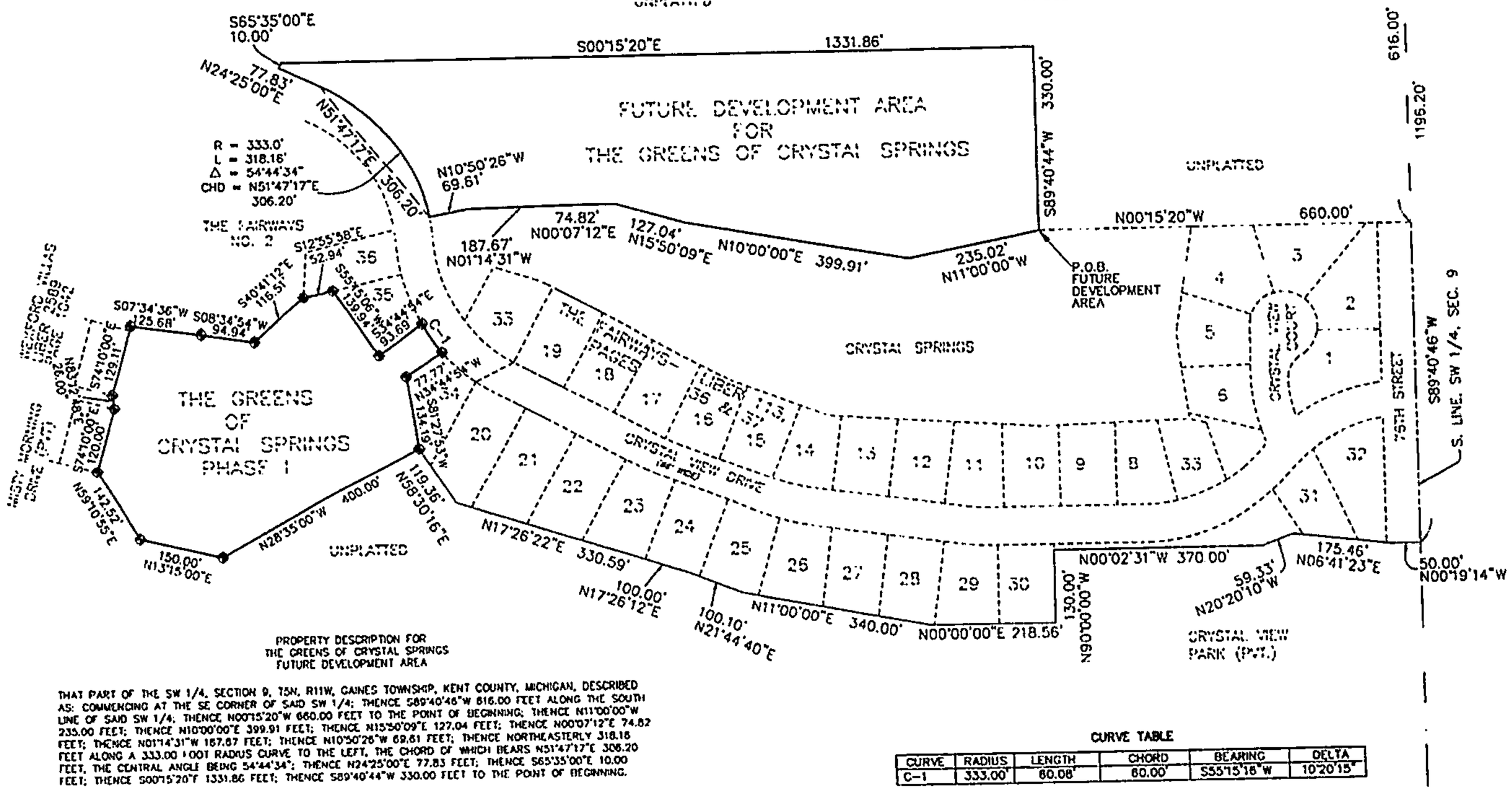
SCALE 50 0 25 50 100 200

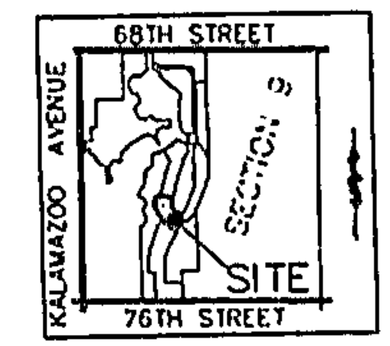
PROPOSED DATED JULY 1, 2002

LIBER 6124 PG 1300

BENCH MARK
BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF
THE NW 1/4 OF SEC. 9, T5N, R11W

BEARING BASIS
THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED FROM THE BEARINGS ON THE RECORDED PLAT OF "THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36 - 37





LOCATION MAP

PROPERTY DESCRIPTION FOR
THE GREENS OF CRYSTAL SPRINGS
FUTURE DEVELOPMENT AREA

THAT PART OF THE SW 1/4, SECTION 9, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SE CORNER OF SAID SW 1/4; THENCE S89°40'46"W 616.00 FEET ALONG THE SOUTH LINE OF SAID SW 1/4; THENCE N00°15'20"W 660.00 FEET TO THE POINT OF BEGINNING; THENCE N11°00'00"W 235.00 FEET; THENCE N10°00'00"E 399.91 FEET; THENCE N15°50'09"E 127.04 FEET; THENCE N00°07'12"E 74.82 FEET; THENCE N01°14'31"W 187.67 FEET; THENCE N10°50'26"W 69.61 FEET; THENCE NORTHEASTERLY 318.16 FEET ALONG A 333.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N51°47'17"E 306.20 FEET, THE CENTRAL ANGLE BEING 54°44'34"; THENCE N24°25'00"E 77.83 FEET; THENCE S65°35'00"E 10.00 FEET; THENCE S00°15'20"E 1331.86 FEET; THENCE S89°40'44"W 330.00 FEET TO THE POINT OF BEGINNING.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	333.00'	60.08'	60.00'	S55°15'16"W	10°20'15"

LEGEND
POB = POINT OF BEGINNING
◆ = CONCRETE MONUMENT
C-1 = CURVE NO. (SEE CURVE TABLE)

THE GREENS OF CRYSTAL SPRINGS
FUTURE DEVELOPMENT PLAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

SCALE 100 0 50 100 200 400

PROPOSED DATED JULY 1, 2002

ENGINEER SURVEYOR

SHEET NO. 4 OF 4

EXHIBIT C TO MASTER DEED

CRYSTAL SPRINGS
DECLARATION OF RESIDENTIAL USE RESTRICTIONS

Note: The original of this was recorded at Liber 2573, Pages 15-25, Kent County Records

CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation of P.O. Box 8308, Grand Rapids, Michigan 49518 (the "Developer") desires to impose certain building and use restrictions and related terms and provisions upon residential areas of the Crystal Springs development (described in its entirety on Exhibit "A") which are designated by the Developer as subject to this Declaration either in this Declaration or other instruments recorded with the Kent County Register of Deeds by Developer. The residential areas which may be so designated include proposed lots and plats of residential lots (the "Lots"), condominium projects of residential condominium units (the "Units") and common areas such as those between the streets forming the boulevard entrances to Crystal Springs (the "Boulevard Areas").

All recorded plats of areas in the Crystal Springs development with a proprietor's certificate executed by Developer and all recorded condominium master deeds of areas to the Crystal Springs development executed by Developer shall be considered designated by the Developer as subject to this Declaration unless the Developer designates otherwise in such documents or by other instrument recorded within thirty (30) days of recording such documents with the Kent County Register of Deeds.

NOW, THEREFORE, it is hereby declared that the residential areas of Crystal Springs designated by Developer will be subject to the following conditions, reservations, restrictions, covenants, terms and provisions (collectively the "Restrictions"):

I. USE RESTRICTIONS

1.1 Residential Use. The Lots and Units are for single-family residential purposes only. There will not exist on any Lot or Unit at any time more than one residence. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanatorium or doctor's office, or any multiple family dwelling of any kind will be erected, placed, permitted, or maintained on any Lot or unit. No improvement or structure whatever, other than a first class private residence with attached garage and approved patio walls and swimming pool may be erected, placed, or maintained on any Lot or Unit. No Lot or Unit will be used or occupied by other than a single family, its temporary guests and family servants and no Lot or Unit will be used for other than residential use.

1.2 Home Occupations. Although all Lots and Units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold upon the premises; (iii) no person is employed other than a member of the immediate family residing on the premises, and (iv) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation. Although garage sales are included within the prohibited uses since commodities are sold at garage sales, garage sales may nonetheless be conducted with the prior written approval of the Association, if the Association determines to permit garage sales, so long as conducted in accordance with any rules or conditions adopted by the Association.

1.3 Letter and Delivery Boxes. The Developer will determine the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes.

1.4 Lighting. A dusk to dawn light (or gas light) of the type approved by the Developer will be installed and maintained on each Lot in front of the front building setback line and on each Unit in front of the residence on the Unit as located by the Developer. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

1.5 Signs. No signs or any advertising will be displayed on any Lot or Unit unless their size, form, and number are first approved in writing by the Developer, except that one "For Sale" sign referring only to the Lot or Unit on which displayed and not exceeding five (5) square feet in size may be displayed without approval. A name and address sign, the design of which will be furnished to the Lot or Unit owner on request by the Developer, will be permitted. Nothing herein will be construed to prevent the developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Lots or Units.

1.6 Exterior Changes. Any change in the physical appearance of the exterior of any residence as constructed by Developer or as approved by the Developer for construction must have the prior written approval of the Developer. This includes exterior colors of buildings and significant landscaping changes.

1.7 Solar Panels. Solar panel installation and location must be approved in writing by the Developer prior to construction.

1.8 Tennis Courts and Pools. No tennis courts or above-ground pools will be permitted on any Lot or Unit.

1.9 Outbuildings and Structures. No mobile home, modular home, tent, shack, barn, storage shed, temporary building, outbuilding, playhouse, doll house, guest house or dog house may be placed, erected or maintained on any Lot or Unit. No play structure or other structure with a canopy, awning or roof may be placed, erected or maintained on any Lot or Unit. Dog runs may only be constructed with the prior written approval of the Developer.

1.10 Fuel Storage Tanks. No oil or fuel storage tanks may be installed on any Lot or Unit.

1.11 Animals. No animals, birds, or fowl may be kept or maintained on any Lot or Unit, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog may be permitted at any time outside a residence unless the dog is contained within a permitted dog run or unless the dog is accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No person owning, harboring, or having in his possession any cat shall permit or allow such cat to run at large or in any yard or enclosure other than the yard or enclosure of the Lot or Unit occupied or owned by such cat owner. No savage or dangerous animalwill be kept on any Lot or Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. Pets must be walked only in areas designated by the Association and must not be curbed near buildings, walkways, shrubbery or other public space. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept in any residence or on any Lot or Unit. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

1.12 Garage Doors. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

1.13 Recreational and Commercial Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon any Lot, Unit or adjoining areas, unless parked in a garage with the door closed. No inoperable vehicles of any time may be brought or stored upon any Lot, Unit or adjoining areas, either temporarily or permanently, unless within a garage with the door closed. Commercial vehicles and trucks will not be parked in or about any Lot, Unit or adjoining areas (except as above provided) unless while making deliveries or pickups in the normal course of business. No trucks over 3/4 ton or commercial-type vehicles of any nature will be parked overnight on any Lot, Unit or adjoining areas, except in an enclosed garage without the prior written consent of the Developer. Any vehicle with a company name or other advertising or commercial designation will be considered a commercial-type vehicle.

1.14 Nuisances. No owner of any Lot or Unit will do or permit to be done any act or condition upon his Lot or Unit which may be or is or may become a nuisance. No Lot or Unit will be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause the Lot or Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing, or material be kept upon any Lot or Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots or Units. No weeds, underbrush, or other unsightly growths will be permitted to grow or remain upon any part of a Lot or Unit and no refuse pile or unsightly objects will be allowed to be placed or suffered to remain anywhere on a Lot or Unit. In the event that any owner of any Lot or Unit will fail or refuse to keep a Lot or Unit free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or the Association may enter upon the Lot or Unit and remove the same and such entry will not be a trespass; the owner of the lot or Unit will reimburse the Developer or the Association all costs of such removal. In addition, if any owner of any Lot or Unit fails to mow at least four times each summer, then the Developer or the Association may enter upon the Lot or Unit and mow the lot or Unit and such entry will not be a trespass; the owner of the Lot or Unit will reimburse the Developer or the Association all costs of such mowing.

1.15 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Lot, Unit or other adjoining areas, except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Lot or Unit at least once each week. No incinerators or other equipment for the disposal of waste will be permitted on any Lot or Unit.

1.16 Zoning. The use of any Lot or Unit and any structure constructed on any Lot or Unit must satisfy the requirements of the zoning ordinance of Gaines Township, Kent County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance of such use or structure is obtained from the Zoning Board of Appeals of Gaines Township and further there is obtained a written consent thereto from the Developer.

1.17 Mineral Extraction. No derrick or other structures designed for use in boring for oil or natural gas will be erected, placed, or permitted upon any Lot or Unit, nor will any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from or through the surface of any Lot or Unit. Rock, gravel, and/or clay will not be excavated or removed from any Lot or Unit for commercial purposes.

1.18 Maintenance. The Developer and the Association each will have the right to enforce all maintenance and repair obligations applicable to Lots and/or Units under this Declaration, Rules and Regulations adopted by the Association and under any other declaration of covenants or restrictions, however designated, applicable to each Lot and/or Unit. Each owner of a Lot or Unit will perform such maintenance and repair to their Lot or Unit to keep is up to the community standards of Crystal Springs, as determined by the Developer and the Association; this will include, but not be limited to, the painting of exteriors, roof maintenance and repair of exterior premises.

II. EASEMENTS AND UTILITIES

2.1 Easements. The Developer has and hereby reserves all easements for utilities or drainage shown on the recorded plats and/or condominium subdivision plans and full rights of ingress and egress for the Developer and Developer's agents, employees, and assigns over any part of the Lots or Units for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

2.2 Easements to be Clear. No structures will be erected upon any Lot or Unit which will interfere with the rights of ingress and egress provided in Section 2.1. Any fences, paving or plantings which interfere with the rights of ingress and egress provided in Section 2.1 may be removed as necessary when installing or servicing the utilities and drains and neither Developer nor Developer's agents will have liability for such removal.

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

2.4 Utility Lines and Antennas. All electrical service, cable television, and telephone lines will be placed underground and no outside electrical lines or other lines or

wires will be placed overhead without the prior written approval of Developer. No exposed or exterior radio or television transmission or receiving antennas, dishes or other devices will be erected, placed, or maintained on any Lot or Unit. Any waiver of these restrictions will not constitute a waiver as to other Lots or lines or antennas.

2.5 Electric Service. Each residence constructed must have an electric service entrance of sufficient capacity to meet present and future requirements of occupants in accordance with the engineering standards of the electric utility company providing electric power to the Lot.

2.6 Cable Television. Each residence constructed must be pre-wired for cable television service.

III. GOLF COURSE PROPERTY

3.1 Golf Course Property. Some Lots and Units adjoin the Crystal Springs County Club golf course. Ownership of a Lot or Unit gives no right to use any part of the golf course property for any purpose. Every owner of a Lot or Unit by the acceptance of a deed or a land contract for a deed agrees not to trespass on such adjoining property and to restrain pets, family members and guests from trespassing on such adjoining property.

IV. PROPERTY OWNERS' ASSOCIATION

4.1 Crystal Springs Property Owners Association. Every owner of a Lot or Unit by the acceptance of a deed or a land contract for a deed, will thereby automatically become a member of the Crystal Springs Property Owners Association, a Michigan non-profit corporation organized by the Developer (the "Association"). The owner of each Lot or Unit will collectively have one vote for each Lot or Unit owned in making Association decisions such as electing its Board of Directors. The owner of two adjoining Lots or Units or a Lot or Unit and an adjoining portion of a subdivided Lot or Unit with but one residence or building site on the combined site will have only one vote and will be treated as the owner of one Lot or Unit for assessment purposes. The total number of votes at any time will be equal to the then total number of all Lots and Units then subject to this Declaration, adjusted for any combined or subdivided Lots or Units.

4.2 Association Facilities. All of the individual Lot or Unit owners and members of their immediate families or their tenants or guests (if in the company of an owner, owner's immediate family member or tenant) will have the right to use the facilities owned by the Association subject, however, to such rules and regulations covering the use thereof as may be set forth in the Articles of Incorporation and By-laws of the Association or otherwise established by the Association.

4.3 Dues and Assessments. In consideration of the Lot or Unit owner having the right in common with other members to use the facilities of the Association, each Lot or Unit owner other than the Developer in accepting a deed or a land contract for a deed of any Lot or Unit, further agrees for himself, his heirs, successors and assigns to pay to the Association annual dues and any special assessments levied by the Association for that Lot or Unit, in such amount as may be determined by the Association for each year, subject to the limitations of Section 4.4, for the purpose of paying or creating a fund to pay any taxes and assessments levied on land owned by the Association, maintenance and improvement costs associated with Association facilities, insurance premiums for insurance maintained by the Association and administrative expenses of the Association, provided an equal annual amount is assessed each year against each Lot and Unit. Notice of the amount and due date of the annual dues and any assessments will be given to each Lot and Unit owner.

4.4 Ceiling on Annual Dues and Assessments. The total of the dues and assessments levied against each Lot and Unit may not exceed $200.00 per Lot or Unit per year. The $200.00 annual limit may be increased by either a majority vote of the members or by the Board of Directors, so long as any increase by the Board does not exceed the percentage increase in the Consumer Price Index from January 1, 1989 to January 1 of the year the increased amount is to first be effective. The Consumer Price Index (All Items) for the United States published by the United States Department of Labor, Bureau of Labor Statistics will be used to determine the amount of any permissible increase by the Board of Directors. If that Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If that Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.5 Collection of Assessments. Each Lot and Unit owner will be obligated to pay all dues and assessments levied with regard to his Lot or Unit during the time that he is the owner thereof, and no Lot or Unit owner may exempt himself from liability for his dues and/or assessments by waiver of the use or enjoyment of any of the Association facilities. In the event of default by any Lot or Unit owner in paying the dues or assessments, the Association may impose reasonable fines, late charges and/or charge interest up to the highest rate permitted by law (not exceeding twenty-five percent (25%) per annum) on such dues or assessments from the due date thereof. Unpaid dues and assessments, together with such fines, late charges and interest, will constitute a lien on the Lot or Unit prior to all other liens except sums unpaid upon a first mortgage of record recorded prior to the recording of any notice of lien by the Association.

Upon the sale or conveyance of a Lot or Unit, all unpaid dues and assessments against the Lot or Unit, together will all unpaid fines, late charges and interest, will be paid out of the sale price by the purchaser in preference over any other assessment or charge. A purchaser or grantee will be entitled to a written statement from the Association setting forth the amount of unpaid Association dues and assessments against the seller or grantor and such purchaser or grantee will not be liable for, nor will the Lot or Unit conveyed or granted be subject to a lien for any unpaid dues or assessments against the seller or grantor in excess of the amount set forth in such written statement. Unless the purchaser or grantee requests a written statement from the Association at least five (5) days before sale and pays the amount of the statement from the purchase price, the purchaser or grantee will be liable for any unpaid dues or assessments against the Lot or Unit together with unpaid fines, late charges, interest, costs, and attorneys fees incurred in the collection thereof.

The Association may discontinue the furnishing of any services and/or deny access to Association facilities to a Lot or Unit owner in default in dues or assessments upon seven (7) days written notice to such Lot or Unit owner. A Lot or Unit owner in default of dues or assessments will not be entitled to vote at any meeting of the Association so long as such default continues.

4.6 Lien Foreclosures. In the event of default in payment of any of the Association dues or assessments, together with all unpaid fines, late charges and interest, the Association, its successors and assigns, may file a notice of claim of lien in the office of the Register of Deeds, Kent County, Michigan, for the amount of the unpaid annual dues or assessments, together with all unpaid fines, late charges and interest. The notice of claim of lien will state the amount of the unpaid dues or assessment, together with all unpaid fines, late charges and interest, the legal description of the Lot or Unit affected thereby and the name of the delinquent member of the Association. The lien, whether evidenced of record by a notice of claim or lien or not, may be foreclosed against the Lot or Unit by an action in law or equity or by any other legal proceedings which are or may be permitted by law, including foreclosure in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, in addition to the foreclosure of the lien, a personal decree for deficiency may be obtained against a member of the Association who is delinquent in the payment of dues or assessments. In an action for foreclosure, a receiver may be appointed and reasonable rental for the Lot or Unit may be collected from the Lot or Unit owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Lot or Unit owner in default. The lien of the Association will not have priority over a recorded first mortgage upon the Lot and Unit unless the notice of claim of lien has been filed with the Register of Deeds' Office prior to the date of recording of the mortgage. The sale or transfer of any Lot or Unit will not affect the lien of the Association, however, the foreclosure of any such prior recorded first mortgage as

permitted by the laws of the State of Michigan or the acceptance of a deed in lieu of foreclosure of such first mortgage will extinguish the Association lien as to payments thereof which become due prior to the expiration of the redemption period under said foreclosure or by the acceptance of a deed in lieu of foreclosure. The foreclosure of any mortgage or the acceptance of a deed in lieu of foreclosure of any mortgage will not relieve such Lot or Unit for liability of any assessment thereafter becoming due or from the lien thereof.

4.7 Association Lands. The Boulevard Areas and any and all other lands within or adjoining the Crystal Springs residential areas which are conveyed to the Association by the Developer will be the property of the Association. The Association in consideration of such conveyance will pay all taxes and assessments levied by any governmental authority against said property.

4.8 Association as Successor to Developer Rights. The Developer will have the right to assign any or all rights or powers as Developer to enforce these Restrictions or grant approvals, consents, or waivers as provided in these Restrictions to the Association at such time and on such conditions as the Developer determines in the sole discretion of the Developer. Upon such assignment, the Association will have and will succeed to all such granted rights and powers with the same powers as if the Association had been named as Developer in this Declaration.

V. BOULEVARD AREAS

5.1 Nature of Areas. The Boulevard Areas are to be maintained with a park-like atmosphere. No sign or any advertising will be displayed in the Boulevard Areas unless their size, form, and number are first approved in writing by the Developer.

5.2 Buildings. No buildings or other permanent improvements will be constructed within the Boulevard Areas, with the exception of signs installed or approved by the Developer.

5.3 Easements. The Developer hereby reserves perpetual easements to enter upon and install facilities within the Boulevard Areas for utility purposes, access purposes or other lawful purposes for the benefit of any lands. Developer also reserves the right to grant easements for utilities over, under and across the Boulevard Areas to appropriate governmental agencies or public utility companies and to transfer title of all or any part of the Boulevard Areas to state, county or local governments.

VI. ENFORCEMENT OF RESTRICTIONS

6.1 Remedies for Violations. In the event of a breach or attempted or threatened breach of any Restriction by any Lot or Unit owner, the Developer, the Association, other

Lot or Unit owner or any of them, will be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach.

6.2 Costs to Enforce. All costs incurred by the Developer or the Association in enforcing the Restrictions, including reasonable attorney's fees, will be reimbursed by the owner(s) of the Lot(s) and/or Unit(s) in breach of the Restrictions to the Developer or the Association enforcing the Restrictions.

6.3 Payments and Liens. Payment for all reimbursable costs incurred as provided in this Declaration will be due and payable thirty (30) days after receipt of a statement therefor, which statement will detail the reimbursement sought, the manner of its calculation, and evidence of payment of the reimbursable costs. Any such claim for reimbursement, together with interest at the rate of seven percent (7%) per annum and actual costs including attorney's fees incurred in efforts to collect such reimbursement, will be a secured right and a lien therefor will attach to the Lot or Unit, and improvements thereon, owned by the defaulting Lot or Unit owner. After written notice to all owners of record and all mortgagees of record of that Lot or Unit, the party having paid such costs may foreclose the lien established hereby in the same manner as a mortgage may be foreclosed under the laws of the State of Michigan, provided such liens will be subject and subordinated to any prior mortgage of record with any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) (under any such prior mortgage taking title free and clear form any such then existing lien, but otherwise subordinated to the provisions hereof.

6.4 Failure to Enforce. No delay or omission on the part of the Developer, the Association, or the owners of other Lots or Units in exercising any rights, power, or remedy herein provided, will be construed as a waiver thereof or acquiescence in any breach of the Restrictions. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of a failure to bring any action on account of any breach of these Restrictions, or for imposing Restrictions which may be unenforceable.

6.5 Severability. Invalidation of any one of the Restrictions by a court of competent jurisdiction will not affect any of the other Restrictions which will remain in full force and effect.

VII. MISCELLANEA

7.1 Binding Effect. Developer hereby declares that this Declaration will be binding upon the Developer, his grantees, successors and assigns, and that the Restrictions created herein will run with the land. Each owner of a Lot or Unit or any

portion of a Lot or Unit by acceptance of a deed, land contract or other conveyance to a Lot or Unit or any portion of a Lot or Unit thereby agrees to all Restrictions.

7.2 Waivers. Notwithstanding anything to the contrary herein, the Developer, in the sole discretion of the Developer, may waive or permit reasonable modifications of the Restrictions as applicable to particular Lots and/or Units. The Developer will be deemed to have waived the Restrictions to the extent necessary to prevent the Developer's actions violating the Restrictions.

7.3 References to Lot and Unit Owners. Wherever reference is made in this Declaration to the owner of a Lot or Unit or a Lot or Unit owner, such reference will be deemed to include all owners collectively with any ownership interest in the respective Lots or Units respectively owned by them, whether there will be one or more such owners.

7.4 Amendment and Termination. Except as otherwise provided in this Section or Article VIII, this Declaration may be amended, altered, modified or terminated by, and only by, the mutual written agreement of all parties, including mortgagees, then owning any interest of record in the Lots or Units or other areas affected by the amendment, alteration, modification or termination (excluding Lots or Units which are not then, but could in the future become, subject to this Declaration). Amendments may be made without the consent of owners or mortgagees of Lots or Units by the Developer alone as long as the amendment does not materially alter or change the rights of the owner or mortgagee of a Lot or Unit, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective owners of Lots or Units and/or to enable or facilitate the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan. Amendments may be made without the consent of owners or mortgagees of Lots or Units by the Developer alone even if such amendment will materially alter or change the rights of the owners or mortgagees of Lots and/or Units, to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of competent jurisdiction, or to amend Exhibit "A" attached hereto either to remove lands which may be designated as subject to this Declaration or to add adjoining lands which may be designated as subject to this Declaration.

7.5 Notices. All notices, demands, requests, consents and approvals required or permitted under this Declaration will be in writing and will be given or served by personal delivery or postage prepaid United States first class, registered or certified mail, return receipt requested, to the party at that party's last known address. Notice will be deemed to have been on the earlier of (a) the date when received, or (b) on the second business day after mailing if mailed in the State of Michigan.

7.6 No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Lots or Units or other areas in Crystal Springs to the general public or for any public purposes whatsoever, it being the intention of the Developer that this Declaration will be strictly limited to the purposes herein specifically expressed.

7.7 No Third Party Beneficiaries. No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision of this Declaration.

7.8 Captions. The captions of the Articles and Sections of this Declaration are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction.

7.9 Governing Law. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Michigan.

VIII. DURATION

8.1 Duration. This Declaration will remain effective for a period of twenty-five (25) years from the date this Declaration is recorded except as terminated by seventy-five percent (75%) of the owners of the Lots and the Developer. This Declaration will remain effective after the initial period of twenty-five (25) years except as terminated or amended by an instrument signed by all owners of a majority of the Lots and recorded, agreeing to terminate the effectiveness of this Declaration in whole or in part, or to amend this Declaration in a manner applying equally to all Lots and Units.

IN WITNESS WHEREOF, the parties hereto have executed this Crystal Springs Declaration of Residential Use Restrictions the 13th day of July, 1988.

WITNESSES:

/s/
Keith P. Walker

/s/
Linda J. Tilma

CRYSTAL SPRINGS DEVELOPMENT CORPORATION

By: /s/
Ernest C. Schrock, Its President

And

By: /s/
E. Leroy Yoder, Its Secretary

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 13th day of July, 1988 by ERNEST C. SCHROCK, the President of CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation, on behalf of the corporation.

/s/
Linda J. Tilma
Notary Public, Kent County, MI
My commission expires: 11-21-90

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 13th day of July, 1988 by E. LEROY YODER, the Secretary of CRYSTAL SPRINGS DEVELOPMENT CORPORATION, a Michigan corporation, on behalf of the corporation.

/s/
Linda J. Tilma
Notary Public, Kent County, MI
My commission expires: 11-21-90

EXHIBIT D

AFFIDAVIT OF MAILING

NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

Lisa M. Foster, being duly sworn, states that on November 5, 2001, she served copies of a Notice of Intent with regard to The Greens of Crystal Springs Condominium Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Michigan Consumer & Industry Services
Office of Policy & Legislative Affairs
525 West Ottawa
P.O. Box 30004
Lansing, MI 48909

Department of Environmental Quality
Drinking Water & Radiological Protection
Drinking Water Section
P.O. Box 30195
Lansing, MI 48909

Department of Environmental Quality
Drinking Water & Radiological Protection
Environmental Quality (Public Health)
P.O. Box 30630
Lansing, MI 48909

Michigan Department of Transportation
425 W. Ottawa
Lansing, MI 48909

Gaines Township
P.O. Box 8583
Grand Rapids, MI 49508

Kent County Road Commission
1500 Scribner, NW
Grand Rapids, MI 49504

Kent County Drain Commissioner
1500 Scribner, NW
Grand Rapids, MI 49504

Lisa M. Foster
Lisa M. Foster

Subscribed and sworn to before me on July 9, 2002.

Laura J. Visser
Laura J. Visser
Notary Public, Ottawa County
Acting in Kent County, Michigan
My commission expires: 10/09/03

FIRST AMENDMENT TO MASTER DEED OF

THE GREENS OF CRYSTAL SPRINGS

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

Amendment No. 1 to Kent County Condominium Subdivision Plan No. 586

(1) First Amendment to Master Deed of The Greens of Crystal Springs.

(2) Exhibit A to Amended Master Deed: Affidavit of Mailing as to notices required by Section 90(5) of the Michigan Condominium Act.

(3) Exhibit B to Amended Master Deed: Replat No. 1 to Subdivision Plan of The Greens of Crystal Springs.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA.207.526(a).

This Instrument Drafted By:

Jonathan W. Anderson
Varnum, Riddering, Schmidt & Howlett LLP
Bridgewater Place - P.O. Box 352
Grand Rapids, MI 49501-0352

PPN 41-22-09-390-007-02

VERIFIED BY PD&M AB

::ODMA\PCDOCS\GRR\771513\1

FIRST AMENDMENT TO MASTER DEED OF THE GREENS OF CRYSTAL SPRINGS

This First Amendment to Master Deed is made as of the date set forth below by **PULTE LAND COMPANY, LLC**, a Michigan limited liability company, with offices 2850 Thornhills, SE, Suite 100, Grand Rapids, Michigan 49546 (the "Developer"), with reference to the following:

Background

A. Developer established a site condominium project known as The Greens of Crystal Springs (the "Project"), by Master Deed dated July 9, 2002, and recorded at Liber 6124, Pages 1244-1314 inclusive, Kent County Records (the "Master Deed").

B. Developer reserved the right in Article VI of the Master Deed to expand the Project from 14 units to 42 units by the addition of the Future Development Area described in Section 6.1 of the Master Deed. Developer also reserved the right in Section 7.2 of the Condominium Bylaws attached as Exhibit A to the Master Deed to establish smaller minimum square footage requirements for the residences constructed in the second phase of the Project.

C. Developer enters into this First Amendment to accomplish the changes described above.

Amendment

1. Section 1.1 of the Master Deed is amended to read as follows:

Project Description. The Project is a residential site condominium. The forty two (42) Condominium building sites (the "Units") which will be developed in the two phases of the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each such Unit is capable of individual utilization by reason of having its own entrance from and exit to a Common Element of the Project.

2. Section 2.1 of the Master Deed is amended by the addition of the following:

The land on which Phase II of the Project is being developed, and which is now being submitted to condominium ownership in accordance with the provisions of the Act, is described as follows:

That part of the SW 1/4, Section 9, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the SE corner of said SW 1/4; thence

S89°40'46"W 616.00 feet along the South line of said SW 1/4; thence N00°15'20"W 660.00 feet to the point of beginning: thence N11°00'00"W 235.00 feet; thence N10°00'00"E 399.91 feet; thence N15°50'09"E 127.04 feet; thence N00°07'12"E 74.82 feet; thence N01°14'31"W 187.67 feet; thence N10°50'26"W 69.61 feet; thence Northeasterly 318.16 feet along a 333.00 foot radius curve to the left, the chord of which bears N51°47'17"E 306.20 feet, the central angle being 54°44'34"; thence N24°25'00"E 77.83 feet; thence S65°35'00"E 10.00 feet; thence S00°15'20"E 1331.86 feet; thence S89°40'44"W 330.00 feet to the point of beginning.

3. Section 5.2 of the Master Deed is amended to read as follows:

Percentage of Value. The total percentage value of the Project is 100, and the percentage of such value which is assigned to each of the forty two (42) Condominium Units in the Project shall be equal.

4. Section 7.1 of the Master Deed is amended to read as follows:

Limits of Contraction. The Condominium Project established by this Master deed consists of forty two (42) Condominium Units and may, at the election of the Developer, be contracted to a minimum of twenty two (22) Units.

5. The Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended by deleting the original Sheets 1 - 4 and substituting the amended Sheets 1 - 4 of Replat No. 1, attached to this Amendment as Exhibit B. Upon the recording of this Amendment in the public records of Kent County, Michigan, the amended Sheets of Replat No. 1 shall replace the original Sheets attached to the Master Deed.

6. The indented portion of the first paragraph of Section 7.2 of the Condominium Bylaws attached as Exhibit A to the Master Deed is amended to read as follows:

<u>Units 1 - 14</u>

one-story home	-	1,500 square feet
other than one-story home	-	1,900 square feet

<u>Units 15 - 42</u>

one-story home	-	1,300 square feet
other than one-story home	-	1,700 square feet

7. Except as modified by this First Amendment, the provisions of the Master Deed are ratified and confirmed.

The Developer has signed this First Amendment to Master Deed as of the 13th day of Feb., 2003.

PULTE LAND COMPANY, LLC,
a Michigan limited liability company

By: _____
Jeffrey D. Chamberlain,
Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

This document was acknowledged before me the 13th day of February, 2003, by Jeffrey D. Chamberlain, the Authorized Agent of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____
*
Notary Public, Kent County, MI
My Commission expires: Apr. 27, 2007

KATHERINE M. SCHULTZ
Notary Public, Kent County, MI
My Commission Expires Apr. 27, 2007

EXHIBIT A

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

Lisa Foster, being duly sworn, deposes and says that:

1. I am a legal assistant employed by the law firm of Varnum, Riddering, Schmidt & Howlett LLP, legal counsel for the Developer.

2. On January 20, 2003 I sent notices to all Co-owners of record in The Greens of Crystal Springs Condominium Project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Developer. The notices were sent by first class mail, postage fully prepaid.

Further deponent saith not.

Lisa Foster
Lisa Foster

Subscribed and sworn to before me this 17th day of March, 2003.

Kerrie Hayes
Kerrie Hayes
Notary Public, Kent County, MI
My commission expires: 2/24/05

DRAFTED BY:
Jonathan W. Anderson
Varnum, Riddering, Schmidt & Howlett LLP
Bridgewater Place - P.O. Box 352
Grand Rapids, MI 49501-0352

::ODMA\PCDOCS\GRR\771658\1

LIBER 6759 PG 496

REPLAT NO. 1 OF KENT COUNTY SUBDIVISION PLAN NO. 586
EXHIBIT "B" TO THE MASTER DEED OF:

THE GREENS OF CRYSTAL SPRINGS

GAINES TOWNSHIP, KENT COUNTY, MICHIGAN
DEVELOPER: PULTE LAND COMPANY, LLC.
2850 THORNHILLS DRIVE, SUITE 100
GRAND RAPIDS, MICHIGAN 49546
ENGINEER: MEDEMA, VAN KOOTEN, AND ASSOCIATES, INC.
252 STATE ST. SE., GRAND RAPIDS, MICHIGAN 49503-4381

NOTE:
THE (*) INDICATES SHEETS WHICH HAVE BEEN AMENDED JANUARY 27, 2003. ALL SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

PROPERTY DESCRIPTION

That part of the Southwest 1/4, Section 9, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the Southeast corner of said Southwest 1/4; Thence S89°40'46"W 1,196.20 feet along the South line of said Southwest 1/4; thence N00°19'14"W 50.00 feet, Thence N06°41'23"E 175.46 feet; Thence N20°20'10"W 59.33 feet; Thence N00°02'31"W 370.00 feet; Thence N90°00'00"W 130.00 feet; Thence N00°00'00"E 218.56 feet; Thence N11°00'00"E 340.00 feet; Thence N21°44'40"E 100.10 feet; Thence N17°26'12"E 100.00 feet; Thence N17°26'22"E 330.59 feet; Thence N58°30'16"E 119.36 feet; the previous Eleven (11) courses being along the West line of "The Fairways", to the Point of Beginning; Thence N28°35'00"W 400.00 feet; Thence N13°15'00"E 150.00 feet; Thence N59°10'55"E 142.52 feet; Thence S74°10'00"E 120.00 feet; Thence N83°12'48"E 26.00 feet; Thence S74°10'00"E 129.11 feet, the previous Three (3) courses being along the South line of "Wexford Villas"; Thence S07°34'36"W 125.68 feet, Thence S08°34'54"W 94.94 feet; Thence S40°41'12"E 116.51 feet; Thence S12°55'58"E 52.94 feet, in part along the West line of Lot 36 of "The Fairways No.2"; Thence S55°15'06"W 139.94 feet; Thence S34°44'54E 93.69 Feet; the previous two (2) calls being along the North and West lines of Lot 35, said "The Fairways No.2"; thence Southwesterly 60.08 feet along a 333.00 foot radius curve to the left, the chord of which bears S55°15'16"W 60.00 feet along the Northwesterly Right-of-way line of "Crystal View Drive" (being a 66.00 foot wide Public right-of-way); thence N34°44'54"W 77.77 feet; thence S81°27'53"W 134.19 feet to the point of beginning, the previous two (2) calls being along the East and North lines of Lot 34, said "The Fairways No.2".

Also, that part of the SW 1/4, Section 9, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Commencing at the SE corner of said SW 1/4; thence S89°40'46"W 616.00 feet along the South line of said SW 1/4; thence N00°15'20"W 660.00 feet to the point of beginning; thence N11°00'00"W 235.00 feet; thence N10°00'00"E 399.91 feet; thence N15°50'09"E 127.04 feet; thence N00°07'12"E 74.82 feet; thence N01°14'31"W 187.67 feet; thence N10°50'26"W 69.61 feet; thence Northeasterly 318.16 feet along a 333.00 foot radius curve to the left, the chord of which bears N51°47'17"E 306.20 feet, the central angle being 54°44'34"; thence N24°25'00"E 77.83 feet; thence S65°35'00"E 10.00 feet; thence S00°15'20"E 1331.86 feet; thence S89°40'44"W 330.00 feet to the point of beginning.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

SHEET INDEX	
* 1.	COVER SHEET
* 2.	SITE AND SURVEY PLAN (PHASE 1)
* 2a.	SITE AND SURVEY PLAN (PHASE 2)
* 3.	UTILTIY PLAN (PHASE 1)
* 4	UTILITY PLAN (PHASE 2)

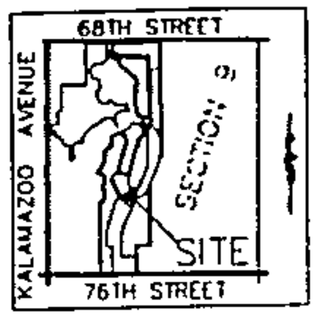
STATE OF MICHIGAN
STEVEN P. VAN KOOTEN
ENGINEER
No. 38283
LICENSED PROFESSIONAL ENGINEER

STATE OF MICHIGAN
STEVEN P. Van KOOTEN
LAND SURVEYOR
No. 37284
LICENSED LAND SURVEYOR

ENGINEER SURVEYOR

PROPOSED DATED JANUARY 27, 2003 - SHEET 1 OF 4

LIBER 6759 PG 497



LOCATION MAP

BENCH MARK

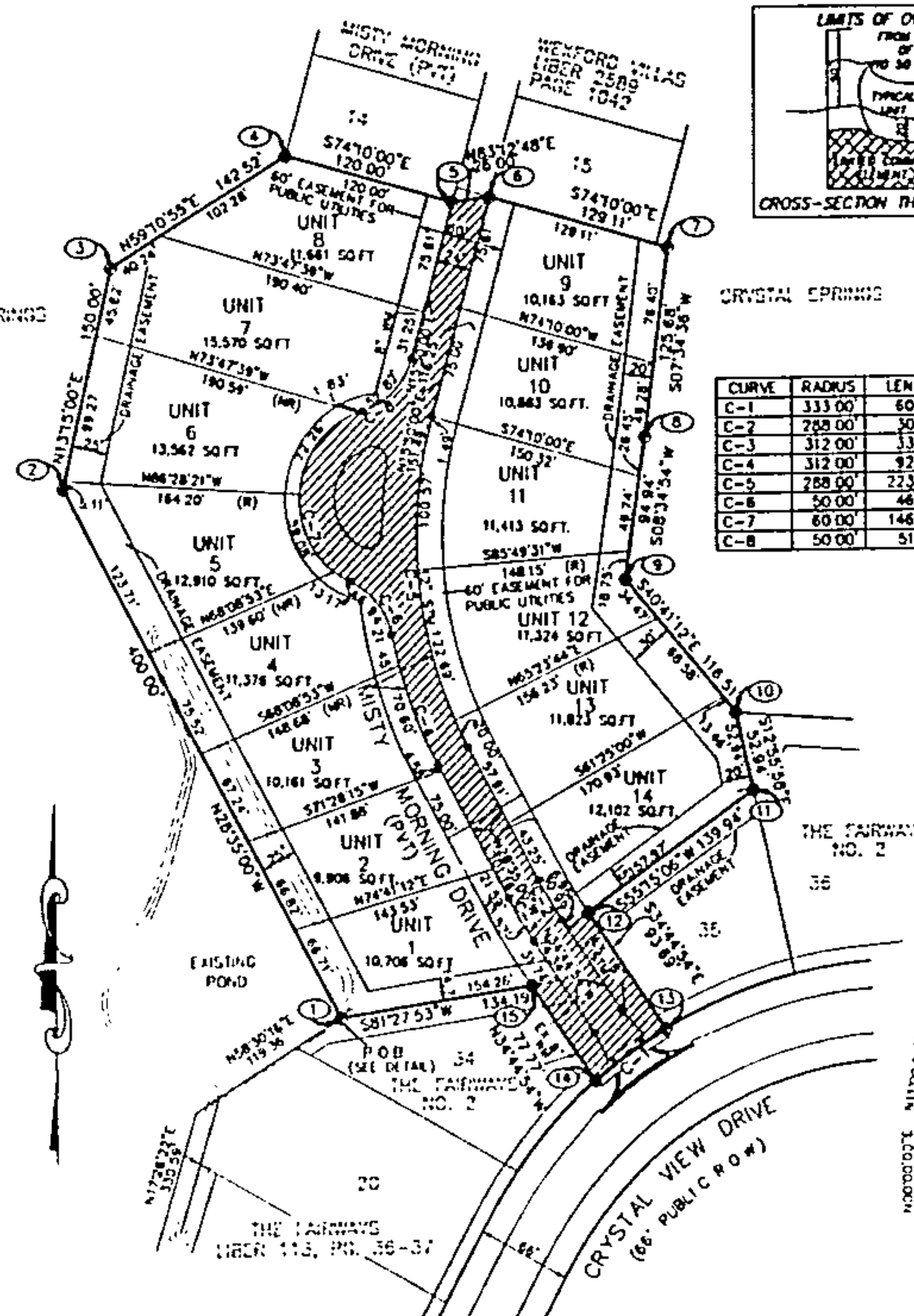
BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF
THE NW 1/4 OF SEC. 9, T5N, R11W

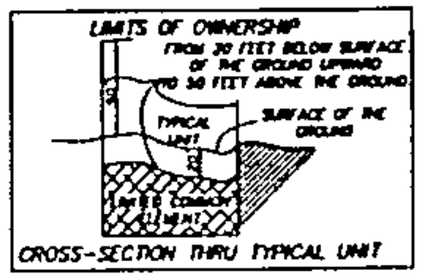
BEARING BASIS

THE BEARINGS AS SHOWN HEREON
WERE ESTABLISHED FROM THE
BEARINGS ON THE RECORDED PLAT
OF "THE FAIRWAYS", AS RECORDED
IN LIBER 113 PAGES 36 - 37

GENERAL NOTES

- MISTY MORNING DRIVE MUST BE BUILT
- ALL UNIT CORNERS WILL BE MARKED WITH IRON STAKES
- PRIVATE AND PUBLIC UTILITIES SHALL BE PLACED WITHIN THE PRIVATE DRIVE EASEMENT FOR PUBLIC UTILITIES
- THE EXISTING POND WILL BE INCREASED TO THE SIZE SHOWN ON THIS PLAN
- IRON STAKES WILL BE PLACED AT ALL UNIT CORNERS





CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	333.00'	60.08'	60.00'	S55°15'16"W	10°20'15"
C-2	288.00'	30.99'	30.97'	S31°39'57"E	06°09'54"
C-3	312.00'	33.57'	33.55'	S31°39'57"E	06°09'54"
C-4	312.00'	92.05'	91.71'	S20°07'54"E	16°54'12"
C-5	288.00'	223.26'	217.71'	S06°22'30"E	44°25'00"
C-6	50.00'	46.94'	45.24'	S38°34'35"E	53°47'34"
C-7	60.00'	146.34'	112.67'	S04°24'07"W	139°44'56"
C-8	50.00'	51.00'	48.82'	N45°03'17"E	58°26'35"

SURVEYOR'S CERTIFICATE

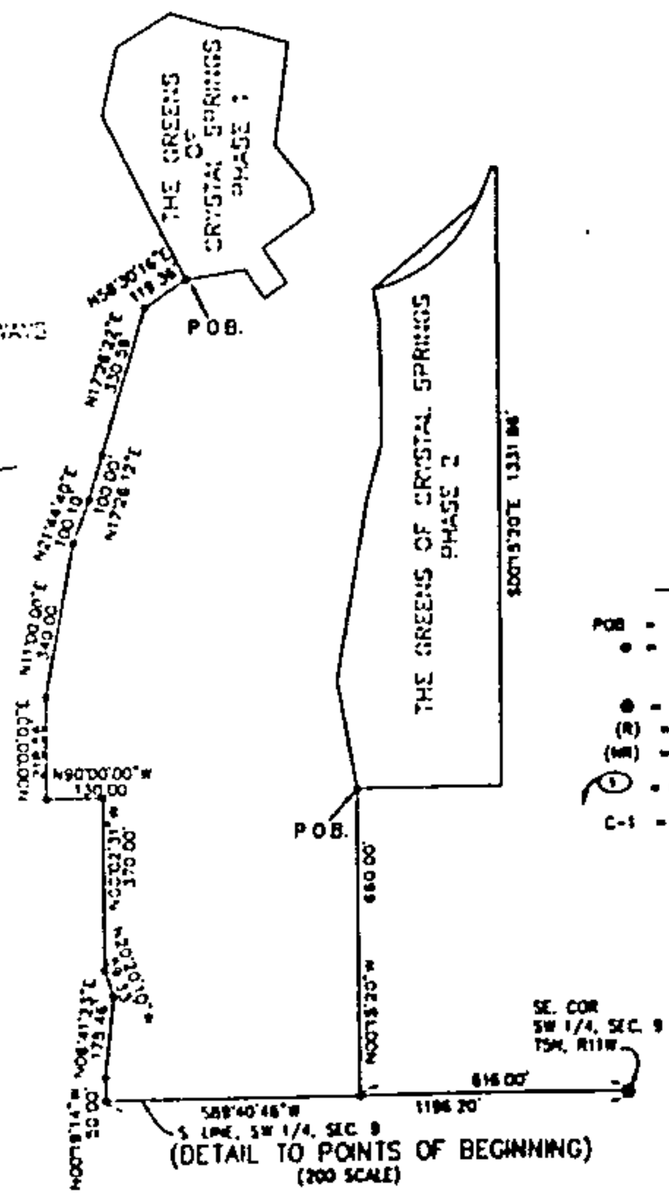
I, STEVEN P. VAN KOOTEN, REGISTERED LAND SURVEYOR AND REGISTERED CIVIL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 588, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED; WHAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING OF THE CONSOLIDATING CONDOMINIUM PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59.

1-31-03
DATE

STEVEN P. VAN KOOTEN, REGISTERED LAND SURVEYOR NO. 37284 AND REGISTERED CIVIL ENGINEER NO. 38283
MEDEMA, VAN KOOTEN AND ASSOCIATES, INC.
252 STATE STREET, S.E.
GRAND RAPIDS, MI 49503-4381

COORDINATE TABLE

	NORTHING	EASTING
1	4781.6458	1005.8645
2	4112.8817	814.4118
3	4268.8988	648.8720
4	4381.9135	571.2480
5	4299.1727	1066.7151
6	4302.2452	1112.5328
7	4267.0198	1258.7418
8	4142.4377	1220.1704
9	4048.5807	1208.0036
10	3980.2127	1281.5280
11	3908.4118	1293.8083
12	3828.8499	1178.8248
13	3751.8508	1232.2374
14	3717.6378	1182.8125
15	3781.5945	1138.5710



LEGEND

- POB = POINT OF BEGINNING
- ● = CONCRETE MONUMENTS TO BE PLACED ALONG MISTY MORNING DRIVE AT ALL POINTS OF CURVATURE AND DEFLECTION POINTS
- ● = CONCRETE MONUMENT
- (R) = RADIAL LOT LINE
- (NR) = NON RADIAL LOT LINE
- (1) = COORDINATE POINT (SEE COORDINATE TABLE)
- C-1 = CURVE NO. (SEE CURVE TABLE)

ENGINEER SURVEYOR

THE GREENS OF CRYSTAL SPRINGS SITE AND SURVEY PLAN (PHASE 1)

MEDEMA VAN KOOTEN AND ASSOCIATES, INC
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT SCALE 50 0 25 50 100 200

PROPOSED DATED JANUARY 27, 2003 SHEET NO. 2 OF 4

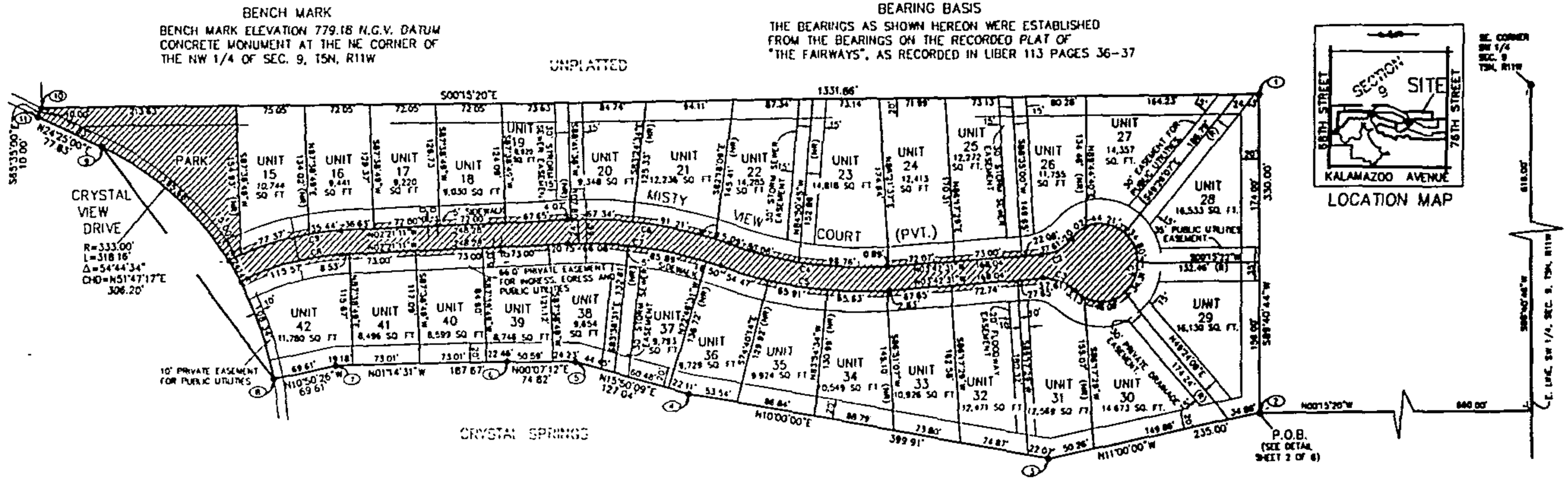
LIBER 6759 PG 498

BENCH MARK

BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF
THE NW 1/4 OF SEC. 9, T5N, R11W

BEARING BASIS

THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED
FROM THE BEARINGS ON THE RECORDED PLAT OF
"THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36-37



LOCATION MAP

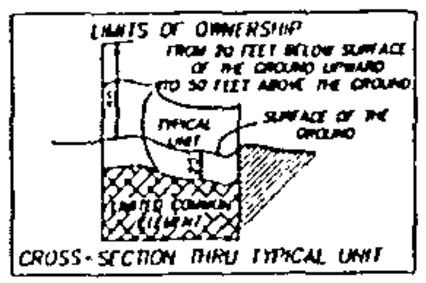
SE. CORNER SW 1/4 SEC. 9 T5N, R11W

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	19253	40.00	5365	N46°17'29"E	275°46'30"
C2	3761	45.00	3653	S27°39'08"E	47°53'35"
C3	3761	45.00	3653	N20°14'27"E	47°53'35"
C4	17884	438.00	17760	S37°59'19"W	23°23'36"
C5	18864	462.00	18733	S37°59'19"W	23°23'36"
C6	17771	462.00	17661	N08°39'58"E	22°02'19"
C7	16847	438.00	16744	N08°39'58"E	22°02'19"
C8	11557	288.00	11480	N13°50'56"W	22°59'36"
C9	12781	312.00	12692	N14°05'19"W	23°28'37"

COORDINATE TABLE		
COORDINATE	NORTHING	EASTING
COORD PT-1	2656.3909	1731.0550
COORD PT-2	2656.5414	1381.0462
COORD PT-3	2981.2289	1336.1389
COORD PT-4	3281.0633	1485.5875
COORD PT-5	3483.2819	1440.2494
COORD PT-6	3478.1017	1448.4061
COORD PT-7	3457.2776	1436.3385
COORD PT-8	3134.8954	1423.2465
COORD PT-9	3923.5622	1463.8836
COORD PT-10	3940.2176	1785.1146
COORD PT-11	3994.3713	1096.0089

LEGEND

- P.O.B. = POINT OF BEGINNING
- ● = CONCRETE MONUMENTS TO BE PLACED ALONG MISTY VIEW COURT AT ALL POINTS OF CURVATURE AND DEFLECTION POINTS.
- ⊕ = CONCRETE MONUMENT
- (R) = RADIAL LOT LINE
- (NR) = NON RADIAL LOT LINE
- ① = COORDINATE POINT (SEE COORDINATE TABLE)
- C1 = CURVE NO. (SEE CURVE TABLE)
- ▨ = GENERAL COMMON ELEMENT



CROSS-SECTION THRU TYPICAL UNIT

THE GREENS OF CRYSTAL SPRINGS
SITE AND SURVEY PLAN (PHASE 2)

MEDEMA VAN KOOTEN AND ASSOCIATES, INC
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

ENGINEER SURVEYOR

MEDEMA VAN KOOTEN AND ASSOCIATES, INC CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

▨ GENERAL COMMON ELEMENT SCALE 50 0 25 50 100 200

PROPOSED DATED JANUARY 27, 2003 SHEET NO. 2o OF 4

LIBER 6759 PG 499

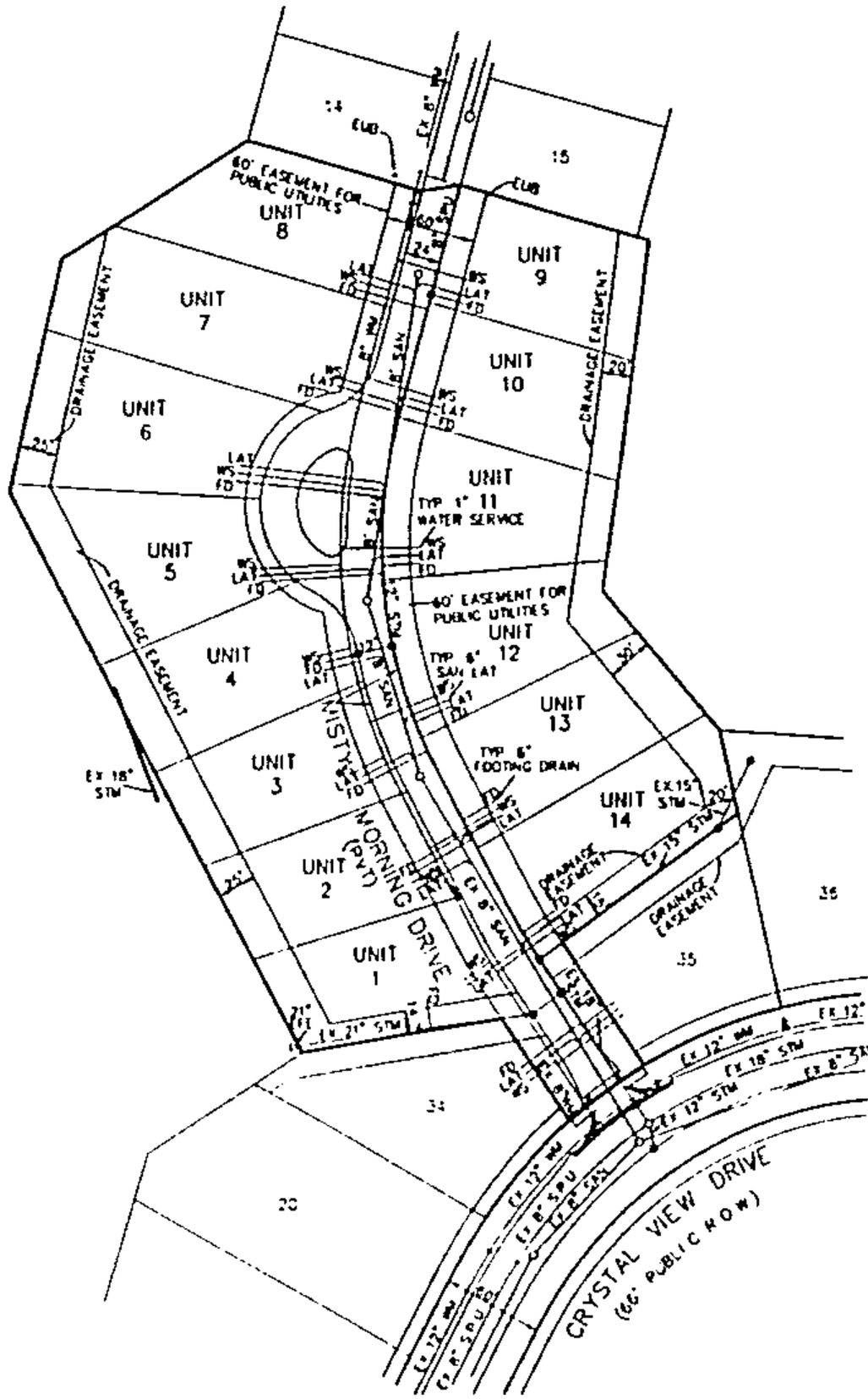
GENERAL NOTES

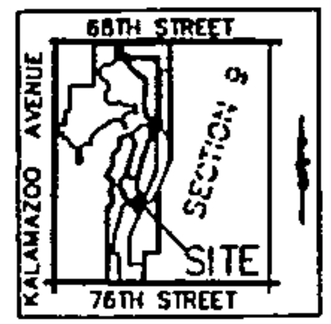
- ALL PROPOSED UTILITIES MUST BE BURIED.
- PRIVATE AND PUBLIC UTILITIES SHALL BE PLACED WITHIN THE PRIVATE DRIVE EASEMENT FOR PUBLIC UTILITIES
- ALL WATER SERVICES ARE 1"
- ALL STORM SEWER LATERALS ARE 6"
- ALL SANITARY SEWER LATERALS ARE 6"
- ALL UTILITIES SHOWN ON THIS PLAN ARE PROPOSED UNLESS LABLED AS EXISTING

UTILITY NOTES

ALL UNDERGROUND UTILITIES INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS WHERE ACCESSIBLE AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. THE LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING

1 SEWERS AND WATERMAIN – CITY OF GRAND RAPIDS ALONG WITH MEDEMA & VAN KOOTEN CONSTRUCTION PLANS
2 GASMAIN ———— MICHIGAN CONSOLIDATED GAS CO
3 ELECTRIC ———— CONSUMERS ENERGY
4 TELEPHONE ———— AMERITECH
5 CABLE TV ———— AT&T BROADBAND





LOCATION MAP

BENCH MARK

BENCH MARK ELEVATION 779.18 N.G.V. DATUM CONCRETE MONUMENT AT THE NE CORNER OF THE NW 1/4 OF SEC. 9, T5N, R11W

BEARING BASIS

THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED FROM THE BEARINGS ON THE RECORDED PLAT OF "THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36 – 37

LEGEND

- EUB = EXISTING UTILITY BOX
- EX = EXISTING UTILITY
- STM = STORM SEWER
- SAN = SANITARY SEWER
- WM = WATERMAIN
- FD = STORM FOOTING DRAIN
- LAT = SANITARY LATERAL
- WS = WATER SERVICE
- O = MANHOLE
- ⊕ = WATERMAIN VALVE
- Ω = FIRE HYDRANT
- ■ = CATCHBASIN

THE GREENS OF CRYSTAL SPRINGS
UTILITY PLAN

MEDEMA VAN KOOTEN AND ASSOCIATES, INC
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

ENGINEER SURVEYOR

MEDEMA VAN KOOTEN AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

PROPOSED DATED JANUARY 27, 2003

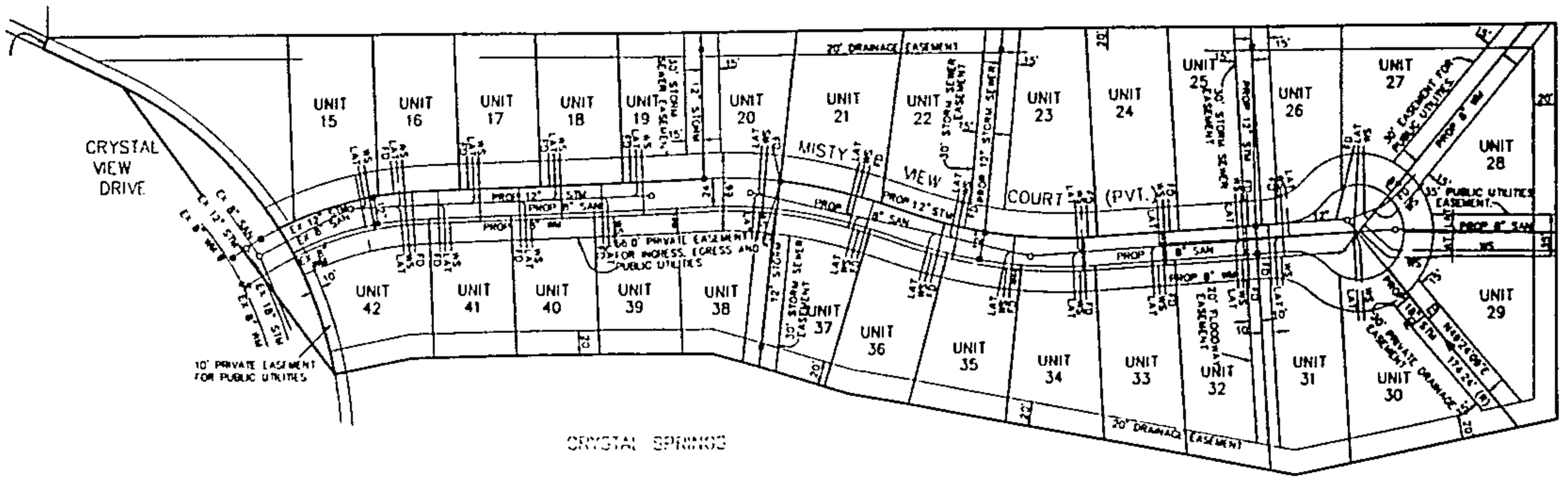
LIBER 6759 PG 500

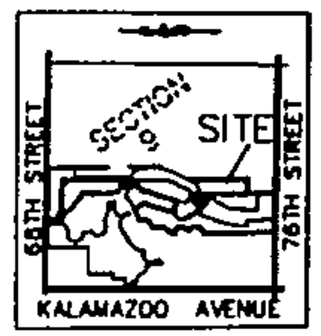
BENCH MARK

BENCH MARK ELEVATION 779.18 N.G.V. DATUM
CONCRETE MONUMENT AT THE NE CORNER OF
THE NW 1/4 OF SEC. 9, T5N, R11W

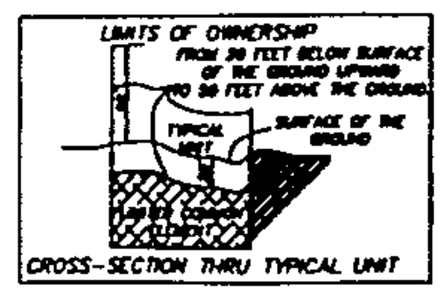
BEARING BASIS

THE BEARINGS AS SHOWN HEREON WERE ESTABLISHED
FROM THE BEARINGS ON THE RECORDED PLAT OF
"THE FAIRWAYS", AS RECORDED IN LIBER 113 PAGES 36-37





LOCATION MAP



UTILITY NOTES

ALL UNDERGROUND UTILITIES INFORMATION AS SHOWN HEREON IS PER AVAILABLE RECORDS OR ACTUAL MEASUREMENTS WHERE ACCESSIBLE AND SHOULD NOT BE MISTAKEN TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY. THE LOCATION OF UTILITIES AS SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:

1. SEWERS AND WATERMAIN – CITY OF GRAND RAPIDS ALONG WITH MEDEMA & VAN KOOTEN CONSTRUCTION PLANS
2. GAS MAIN ———— DTE ENERGY
3. ELECTRIC ———— CONSUMERS ENERGY
4. TELEPHONE ———— SBC AMERITECH
5. CABLE TV ———— AT&T BROADBAND

GENERAL NOTES

- MISTY VIEW COURT MUST BE BUILT
- ALL PROPOSED UTILITIES MUST BE BUILT
- ALL UNIT CORNERS WILL BE MARKED WITH IRON STAKES
- PRIVATE AND PUBLIC UTILITIES SHALL BE PLACED WITHIN THE PRIVATE DRIVE EASEMENT FOR PUBLIC UTILITIES
- ALL WATER SERVICES ARE 1"
- ALL STORM SEWER LATERALS ARE 6"
- ALL SANITARY SEWER LATERALS ARE 6"
- ALL UTILITIES SHOWN ON THIS PLAN ARE PROPOSED UNLESS LABLED AS EXISTING

LEGEND

- EUB = EXISTING UTILITY BOX
- EX = EXISTING UTILITY
- STM = STORM SEWER
- SAN = SANITARY SEWER
- WM = WATERMAIN
- FD = STORM FOOTING DRAIN
- LAT = SANITARY LATERAL
- WS = WATER SERVICE
- ○ = MANHOLE
- ◇ = WATERMAIN VALVE
- Ω = FIRE HYDRANT
- ▣ = CATCHBASIN

THE GREENS OF CRYSTAL SPRINGS
UTILITY PLAN (PHASE 2)

MEDEMA VAN KOOTEN AND ASSOCIATES, INC
CONSULTING ENGINEERS AND SURVEYORS
252 STATE ST., SE., GRAND RAPIDS, MICHIGAN

ENGINEER SURVEYOR

MEDEMA VAN KOOTEN AND ASSOCIATES, INC CONSULTING ENGINEERS AND SURVEYORS 252 STATE STREET, S.E. GRAND RAPIDS, MICHIGAN

GENERAL COMMON ELEMENT

SCALE 50 0 25 50 100 200

PROPOSED DATED JANUARY 27, 2003