



P. O. Box 233
Ferrysburg MI 49409-0233

**Owner information Booklet
For
Hidden Dunes Condominium
Association**

2006

PLEASE DO NOT REMOVE FROM THE UNIT



P. O. Box 233
Ferrysburg MI 49409-0233

Table of Contents

Master Deed

By-laws exhibit A

First amendment to Master Deed

Second amendment to Master Deed

Third amendment to Master Deed

Fourth Amendment to Master Deed

Fifth Amendment to Master Deed

Rules and Regulations adopted May 16, 2006

Condominium Buyers Handbook

PLEASE DO NOT REMOVE FROM THE UNIT

RECORDED

1988 JAN 18 PM 3:43

MASTER DEED

Thelma Ballman
REGISTER OF DEEDS
OTTAWA COUNTY, MI

HIDDEN DUNES CONDOMINIUM

SECTION I

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

Ottawa County Condominium Subdivision Plat No. 106

- (1) Master Deed establishing Section I of HIDDEN DUNES CONDOMINIUM, a condominium project.
- (2) Exhibit A to Master Deed: By-Laws of HIDDEN DUNES CONDOMINIUM, as required by Act 59, Michigan Public Acts of 1978, as amended.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plans to Section I of HIDDEN DUNES CONDOMINIUM, as required by Act 59, Michigan Public Acts of 1978, as amended.
- (4) Exhibit C to Master Deed: Mortgagee's Consent to Submission to Condominium Project.

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

This instrument drafted by:
Randall Allen White (P22261)
✓ VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417

MASTER DEED

HIDDEN DUNES CONDOMINIUM

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

In the City of Ferrysburg, County of Ottawa, and State of Michigan, on this 14th day of January, 1988, AL THUMB, INC., a Michigan corporation, whose principal address is P.O. Box 20, Spring Lake, Michigan 49456 (the "Developer"), represented by JEFF FORTENBACHER, its President, and BRADLEY J. FORTENBACHER, its Treasurer, hereby states that:

1. The Developer is constructing a residential condominium project to be known as HIDDEN DUNES CONDOMINIUM (the "Project"), in accordance with the provisions of Act 59 of the Michigan Public Acts of 1978, as amended, (the "Act"). The project may be expanded by a series of successive amendments to this Master Deed, each adding real property to the Project as then constituted so as to comprise a maximum of 166 units, although the Developer is not obligated to expand the Project beyond the section established by this Master Deed on the real property described in paragraph 3.

The first section of the condominium shall consist of up to 20 units, 8 of which must be built. The remaining 12 units shall be designated as convertible area as set forth on the Subdivision Plans. In the event the Developer creates additional units in the convertible area, the right is hereby reserved to designate portions of the general common elements as limited common elements as may be necessary to conform to the scope and nature of units 1 thru 8. The units which may be built in the convertible area in this section, or which may be built in any future section of this expandable project, shall comply with the provisions of Section 41 and 88 of the Act, and shall be substantially identical with the units 1 thru 6. The Developer's decision to convert areas of this first section so designated shall occur not later than six (6) years from the recording of this Master Deed.

RAW/sjk 10422-000 1/7/88

The Condominium By-Laws of HIDDEN DUNES CONDOMINIUM attached as Exhibit A, and the Condominium Subdivision Plans, attached as Exhibit B, are hereby incorporated by reference and made a part of this Master Deed. The number, boundaries, dimensions, area, and volume of the buildings and each Unit are shown on said Condominium Subdivision Plans. The architectural plans and specifications of the Project, if any, have been approved by and filed with the City of Ferrysburg.

2. The overall site on which the Developer presently intends to construct the Project referred to herein is situated in the City of Ferrysburg, County of Ottawa, State of Michigan, is

described as follows:

Lands located in the City of Ferrysburg, Ottawa County, Michigan, described as: That part of the NW 1/4 of the NE 1/4 of Section 17, Town 8 North, Range 16 West, Michigan, beginning at a point on the southerly line of Parkwood Drive that is 256.30' S 02°58'46" W along the N-S 1/4 line of said Section 17 from the N 1/4 corner thereof; thence Southeasterly along the southerly line of Parkwood Drive to its point of intersection with the centerline of North Shore Drive (so-called); thence N 89°17'04" W 703.34'; thence N 02°58'46" E 390'; thence N 80°42'37" W 402.12'; thence N 02°58'46" E 646.56' to the point of beginning.

3. The land on which this section of the Project is situated and which is hereby submitted to the condominium ownership pursuant to the provisions of the Act, is described as follows:

PARCEL ONE:

PHASE I: Part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan described as beginning at a point on the southerly line of Parkwood Drive that is 256.30 feet South 02 degrees, 58 minutes, 46 seconds West along the North and South 1/4 line of Section 17 and 97.39 feet South 89 degrees, 28 minutes, 47 seconds East and 34.70 feet South 86 degrees, 28 minutes, 55 seconds East of the North 1/4 corner of said Section 17; thence along a 331.78 foot radius curve to the right 303.67 feet (the long chord of said curve bears South 57 degrees, 15 minutes, 48 seconds East 293.18 feet); thence along a 652.93 foot radius curve to the left 499.60 feet (the long chord of said curve bears South 52 degrees, 57 minutes, 45 seconds East 487.50 feet); thence South 09 degrees, 17 minutes, 23 seconds West 67.36 feet; thence along a 113.00 foot radius curve to the right 80.65 feet (the long chord of said curve bears South 29 degrees, 44 minutes, 07 seconds West 78.95 feet); thence North 58 degrees, 14 minutes, 17 seconds West 486.47 feet; thence North 17 degrees, 30 minutes, 00 seconds West 154.56 feet; thence North 65 degrees, 00 minutes, 00 seconds West 145.64 feet; thence North 02 degrees, 58 minutes, 46 seconds West 122.35 feet to the point of beginning. Containing 2.43 acres.

7414
Ottawa County 189
Treasurer's Office
I hereby certify that the above is a true and correct copy of the original record as the same appears in the records of this office. This certificate is not valid unless countersigned by the proper officer of the County of Ottawa, Michigan.
Dated this 10th day of April, 1910.
D. G. [Signature]
Recorder

Subject to all other easements, public and private, and restrictions of record.

The Developer hereby reserves the right to install a road over the Southeasterly 66' and the Westerly 66' of this section of the condominium to serve future development areas of the Project.

4. The 2 buildings which comprise this section of the Project contain a total of 6 individual units, all for residential purposes and each capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each person who shall acquire or own a unit in the Project (the "Co-Owner" thereof) shall have a particular and exclusive property right in his unit and the limited common elements appurtenant thereto, if any, and an undivided and inseparable right to share with the other Co-Owners the general common elements of this Project, as hereinafter set forth in this Master Deed.

5. Certain terms are utilized not only in this Master Deed and Exhibit A and Exhibit B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of HIDDEN DUNES CONDOMINIUM ASSOCIATION, INC., a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in HIDDEN DUNES CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

(b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage, and maintain the condominium. Any action required of or permitted to the Association shall be exercisable by its board of directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.

(c) "Condominium By-Laws" means Exhibit A hereto, being the by-laws setting forth the substantive rights and obligations of the co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

(d) "Association By-Laws" means the corporate by-laws of HIDDEN DUNES CONDOMINIUM, the Michigan non-profit corporation organized to manage, maintain, and administer the condominium.

(e) "Apartment" or "Unit" means the enclosed space

constituting a single complete residential unit in HIDDEN DUNES CONDOMINIUM as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

(f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, By-Laws, and the Rules and Regulations, if any, of the Association.

(g) "Condominium Project", "Condominium", or "Project" means HIDDEN DUNES CONDOMINIUM as a condominium project established in conformity with the provisions of the Act.

(h) "Condominium Subdivision Plan" means Exhibit B hereto.

(i) "Co-Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner".

(j) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to HIDDEN DUNES CONDOMINIUM as described above.

(k) "Common Elements", where used without modification, shall mean both the general and limited common elements described in paragraphs 6(a) and (b) hereof.

(l) "Developer" shall mean AL THUMB, INC., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

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

6. The common elements of this section of the Project as set forth in Exhibit B, and the respective responsibilities for maintenance, repair, and replacement thereof are as follows:

(a) The general common elements, as described herein, are for the use and enjoyment of the Co-Owners of all units subject to such charges as may be assessed to defray the costs of operation thereof. Said general common elements are:

(1) The land described in paragraph 3 hereof,

including all easement interests of the condominium for the purposes including, but not limited to, ingress and egress, water, sanitary sewer, gas, electricity, and telephone as described in said paragraph.

(2) The driveways, roads, sidewalks, yards, gardens, trees, shrubs, and other plantings.

(3) The electrical and telephone wiring networks throughout the Project including that contained within the common walls up to the point of connection with the electrical and telephone fixtures within the unit.

(4) The plumbing and gas line networks throughout the Project including those contained within the common walls up to the point of connection with the plumbing and gas fixtures within the unit.

(5) The heating and air conditioning networks, if any, throughout the Project including those contained within the common walls up to the point of connection with the heating and air conditioning fixtures within a unit.

(6) The water distribution system and storm drainage system throughout the Project.

(7) The foundations, main walls, ceilings, and floors (including windows, doors, and chimneys), roofs, halls, lobbies, stairways, entrances and exits of the Project.

(8) The portions of any parking space not otherwise designated as a limited common element in the Condominium Subdivision Plans attached hereto as Exhibit B.

(9) All other elements of the Project not herein designated as limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Project.

(b) The limited common elements, as described herein, are reserved for the use of specified units as set forth in the Condominium Subdivision Plans attached hereto as Exhibit B. Said limited common elements are:

(1) Decks appurtenant to each unit in the Project.

(2) The interior surfaces of a unit's perimeter walls (including windows and doors therein), ceilings and floors contained within a unit.

(3) Each individual air conditioner compressor and exhaust unit, if any, otherwise installed in the general common elements, which equipment services only one condominium unit, shall be a limited common element. Further, then use and maintenance of such equipment shall be the responsibility of the Co-Owner of the unit serviced thereby.

(4) The garage areas appurtenant to each unit and located below the building's roof structure. Also, assigned open parking spaces as set forth in the subdivision plans, if any.

(c) The cost of decoration and interior maintenance of the limited common elements described in subparagraph 2 above shall be borne by the Co-Owner of the unit to which such limited common elements appertain. The cost of maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association except to the extent of the repair or replacement in the case of Co-Owner fault.

(d) No Co-Owner shall use his unit or common elements appurtenant thereto for purposes other than a single family residence, in any manner inconsistent with the purpose of the Project or in any other manner which will interfere with or impair the rights of another Co-Owner in the use and enjoyment of his unit or the common elements appurtenant thereto.

(e) Public utilities furnishing services to the Project or utilities used in common purchased from private sources such as electricity, gas, water, sewage disposal, and telephone shall have access to the common elements and 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 wall of the Project to install, repair, or maintain such services shall be an expense of administration, to be assessed against all Co-Owners in accordance with the Condominium By-Laws attached hereto as Exhibit A.

(f) All structures and improvements shown on the Condominium Subdivision Plans labeled "must be built", shall be completed by the Developer.

7. A complete description of each unit in the Project, with elevations therein referenced to an official bench mark of the United States Coast and Geodetic Survey, sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the site plan and the building plans of HIDDEN DUNES CONDOMINIUM as surveyed by Joiner Engineering, Inc., consulting engineers and surveyors, attached hereto as Exhibit B.

(a) Each unit shall include:

(1) With respect to each unit basement, if any, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the floor joists, and

(2) With respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit B have been or will be physically measured by Joiner Engineering, Inc.; and

3. With respect to the garages of units in this section all that space contained within the interior unfinished, unpainted walls, unpainted garage floor, and the uncovered underside of the roof rafters.

(b) The total value of this section of the Project is 100 and the percentage thereof assigned to each unit shall be determinative of the proportionate share of each prospective Co-Owner and the proceeds and expenses of administration and of the value of such Co-Owner's vote at the meetings of the Association of Co-Owners. Such percentage of value shall not be changed except with the unanimous consent of all Co-Owners expressed in an amendment to this Master Deed, duly approved and recorded; except that the Developer specifically reserves the exclusive right to adjust said percentages as subsequent sections of this Project are completed for the purpose of reflecting a new project value of 100 for all section completed to date.

(c) The number of each unit in this section as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each is as follows:

<u>Unit #</u>	<u>% of Value Assigned</u>	<u>Unit #</u>	<u>% of Value Assigned</u>
1	1/8 = 12.5%	5	1/8 = 12.5%
2	1/8 = 12.5%	6	1/8 = 12.5%
3	1/8 = 12.5%	7	1/8 = 12.5%
4	1/8 = 12.5%	8	1/8 = 12.5%
Total = 100%			

8. The Project established pursuant to this Master Deed of HIDDEN DUNES CONDOMINIUM and consisting of 8 units is intended to be the first stage of a multi-stage Project to contain approximately 166 units. The Developer owns or has option rights in certain additional land, hereinafter referred to as "future development", as described in paragraph 2 as the overall Project

site. Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the sole option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the recording of this Master Deed, be increased by the addition to this condominium of any portion of the future development and the construction of residential units thereon. The Developer shall, in its sole discretion, determine the nature and appearance of all such additional units to be constructed. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, to be prepared by and in the sole discretion of the Developer, its successors or assigns, and in which the percentage of value set forth in paragraph 7(c) hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project which results from such amendment or amendments.

The precise determination of the readjustments in percentages of value shall be within the sole judgment of the Developer, and shall be reasonably comparative of the size of said units as permitted by Section 9 of the Act. In no event shall amendment or amendments to this Master Deed increase the percentage of value assigned to any unit nor diminish the same to a value of less than 0.1 percent (.001). Such amendment or amendments to this Master Deed shall define the general and/or limited common elements and improvements being added to the Project.

All Co-Owners and mortgagees of units, and other persons interested or to become interested in the Project, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed, and subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units as may be determined to be necessary by the Developer. All such interested persons irrevocably appoint the Developer, its successors and assigns, as agent and attorney for the purpose of execution of each amendment to this Master Deed and all other documents necessary to effectuate the foregoing.

All amendments to this Master Deed may be effected without the necessity of re-recording an entire Master Deed or exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and its exhibits; PROVIDED, HOWEVER, that a consolidating Master Deed when recorded shall supercede all previously recorded Master Deeds and amendments thereto. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the section established by this Master Deed. The Developer, its successors or assigns, may, in its sole discretion establish all or a portion of said future developments as a rental development, a separate Condominium Project (or projects), or any other form of development.

9. So long as the Developer owns one or more of the Units of this section it shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto; [provided that the Developer shall be exempt from the requirements relating to approval in the initial sale of any unit in the condominium as set forth in Article IX of the By-Laws attached hereto as Exhibit A].

10. If the Condominium Project is totally or partially damaged or destroyed, or partially taken by eminent domain, the repair, reconstruction, or disposition of the property shall be as provided in the Condominium By-Laws attached hereto as Exhibit A.

11. Every portion of any Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements. In the event that any portion of a unit or a common element encroaches upon another unit or common element due to errors in survey or to deviations in construction, or due to the shifting, settling, or moving of a building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of destruction.

12. There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association of Co-Owners, and there shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) as may be reasonable for installation, maintenance, and repair of all utility services furnished to this section by the condominium. There shall also be, and there is hereby granted, easements to, through, and over the general common elements of this section as described herein for the benefit of the Developer and of each and every Co-Owner of a unit in the overall HIDDEN DUNES CONDOMINIUM Project as described in paragraph 2 hereof and in paragraph 2 of other section Master Deeds (other than Co-Owners in this section) to the extent necessary to allow all such persons the full benefit and enjoyment of said general common elements in the same manner as if said persons were Co-Owners of units in this section.

13. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways, and walkways [in this section] of the condominium for the purposes of ingress and egress to and from all or any portion of the proposed condominium property described in paragraph 3 hereof. The Developer also hereby reserves for itself, its successors and assigns, or any portion or portions thereof, perpetual easements to utilize, tap, and tie into all utility mains located on the lands described in paragraph 2 of this Master Deed.

14. The condominium documents may be amended by the Developer or the Association for a proper purpose, without consent of Co-Owners, mortgagees, and other interested parties, including the

modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the amendments do not materially alter or change adversely the rights of Co-Owners, mortgagees, or other interested parties.

The condominium documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of Co-Owners, mortgagees, or other interested parties with the consent of 2/3 of the votes of the Co-Owners and mortgagees. All such amendments are subject to the following provisions:

(a) A Co-Owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent;

(b) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes may not be modified without the consent of each Co-Owner or mortgagee affected thereby;

(c) Provisions relating to the ability or terms under which a Co-Owner may rent his unit may not be modified without the consent of each Co-Owner and mortgagee affected thereby;

(d) Any reservation made by a Developer to materially amend the condominium documents for a specified purpose, except as provided in sections (b) and (c) above, may not be amended except by or with the consent of said Developer;

(e) Co-Owners and mortgagees of record shall be notified of proposed amendments under this subsection not less than ten (10) days before the amendment is recorded;

(f) A person causing or requesting amendment to the condominium documents shall be responsible for the cost and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-Owners or based upon the advisory committee's decision, the costs of which are an expense of administration;

(g) A Master Deed amendment [including the consolidated Master Deed] dealing with the addition, withdrawal, or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

15. The condominium may be terminated at any time by the written approval of the Co-Owners and mortgagees of all units and all record owners of liens thereon, in the manner provided by law, provided that:

(a) In the event that insufficient reservations are

received to insure the success of the Project as provided in any agreement between the Developer and each subscriber, and no Co-Owner exists, the condominium plan of ownership shall be vacated forthwith.

(b) A termination of the condominium shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to facts respecting the termination, which certificate shall become effective upon being recorded in the public records of Ottawa County, Michigan.

(c) After termination of the condominium, the remaining Co-Owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and the respective mortgagees and lienors shall have mortgages and liens upon their undivided shares of said unit owners. Such undivided shares shall be the same as the undivided shares in the common elements appurtenant to each Co-Owner's unit prior to termination.

IN WITNESS WHEREOF, the Developer has duly executed this Master Deed the day and year first above written.

Signed in the presence of:

Randall Allen White
Randall Allen White
Susan J. Kalsbeek
Susan J. Kalsbeek

Signed by:

AL THUMB, INC., a Michigan corporation consisting of:
Jeff Fortenbacher
Jeff Fortenbacher, President
Bradley J. Fortenbacher
Bradley J. Fortenbacher, Treasurer

STATE OF MICHIGAN)
:
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 14th day of January, 1988, by Jeff Fortenbacher, President, and Bradley J. Fortenbacher, Treasurer, of AL THUMB, INC., a Michigan corporation, on behalf of said corporation.

Susan J. Kalsbeek
Susan J. Kalsbeek, Notary Public
Ottawa County, Michigan
My Commission expires: 9/5/90

INDEXTO BY-LAWS OF
HIDDEN DUNES CONDOMINIUM

	<u>Page</u>
ARTICLE I	
Association of Co-Owners:	
Section 1. <u>Organization</u>	1
Section 2. <u>Management</u>	1
Section 3. <u>Membership and Voting</u>	1
ARTICLE II	
Administration:	
Section 1. <u>Board of Directors</u>	4
Section 2. <u>Powers and Duties</u>	4
Section 3. <u>Books of Account</u>	5
Section 4. <u>Condominium Documents</u>	5
Section 5. <u>Officers</u>	5
ARTICLE III	
Assessments:	
Section 1. <u>Power to Levy</u>	5
Section 2. <u>Common Expenses and Budget</u>	6
Section 3. <u>Special Assessments</u>	6
Section 4. <u>Collection of Assessments</u>	7
Section 5. <u>Expenses of Administration</u>	8
Section 6. <u>Developer Assessments</u>	8
Section 7. <u>Taxes on Realty</u>	8
Section 8. <u>Taxes on Personalty</u>	8
ARTICLE IV	
Insurance:	
Section 1. <u>Nature</u>	9
ARTICLE V	
Reconstruction or Repair:	
Section 1. <u>Requirements</u>	10
Section 2. <u>Estimates</u>	11
Section 3. <u>Insurance Proceeds</u>	11
Section 4. <u>Modification or Termination</u>	11
Section 5. <u>Condemnation</u>	12
ARTICLE VI	
Restrictions:	
Section 1. <u>Use Restrictions</u>	12
(a) <u>Occupancy</u>	12
(b) <u>Approval of Alteration</u>	12
(c) <u>Nuisances</u>	12

	<u>Page</u>
(d) <u>Use</u>	12
(e) <u>Right of Entry</u>	12
(f) <u>Limitation of Storage</u>	13
(g) <u>Signs</u>	13
(h) <u>Lease or Rent Restriction</u>	13
(i) <u>Pets</u>	13
Section 2. <u>Rules</u>	13
Section 3. <u>Effect on Developer</u>	14
 ARTICLE VII	
Mortgages:	
Section 1.	14
Section 2.	14
Section 3.	14
Section 4.	14
 ARTICLE VIII	
Settlement of Disputes:	
Section 1. <u>Availability of Arbitration</u>	16
Section 2. <u>Conduct of Arbitration</u>	16
Section 3. <u>Remedies of Association</u>	16
Section 4. <u>Remedies of Co-Owners</u>	17
 ARTICLE IX	
Approval of Transfer or Lease:	
Section 1. <u>Approval Required</u>	17
Section 2. <u>Notice of Intent</u>	17
Section 3. <u>Approval or Disapproval</u>	17
Section 4. <u>Exempt Transactions</u>	18
 ARTICLE X	
Amendment:	
Section 1. <u>Amendment</u>	18
 ARTICLE XI	
Indemnification:	
Section 1. <u>Provisions</u>	18
 ARTICLE XII	
Compliance:	
Section 1. <u>Mandatory Acceptance</u>	19
Section 2. <u>Definition</u>	20
 ARTICLE XIII	
Severability:	
Section 1. <u>Severability</u>	20

BY-LAWS

HIDDEN DUNES CONDOMINIUM

ARTICLE I

Association of Co-Owners

Section 1. Organization. The HIDDEN DUNES CONDOMINIUM is a residential condominium, located at Parkwood Drive, City of Ferrysburg, Ottawa County, Michigan, and shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the laws of the State of Michigan.

Section 2. Management. The Association shall manage, maintain, and operate the condominium and its common elements and shall be organized to do so in accordance with the Master Deed, these By-Laws, the Articles of Association, By-Laws of the Association, and the laws of the State of Michigan. The Association may provide for independent management of the condominium project. Subject to the rights of the advisory committee hereinafter set forth, and except as provided in the Master Deed, the Developer shall retain control of the condominium project until completion. Such control shall include, but shall not be limited to: construction, architecture, landscaping, and all access thereto. The retained control shall be deemed necessary to carry out the advertised and represented purposes and development of land of the condominium. This section is not intended to impair the rights and responsibilities of the Association of Co-Owners as hereinafter set forth in the completed portions of the condominium.

Section 3. Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

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

(c) Except as limited by these By-Laws, each Co-Owner shall be entitled to one (1) vote, the value of which shall equal the total of the percentages allocated to the unit owned by such Co-Owner as set forth in paragraph 7(c) of the Master Deed. Voting shall be by value except in those

instances where voting is required to be in value and in number.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the condominium project to the Association. The vote of each Co-Owner may only be cast by the individual representative designated by such Co-Owner in the notice required in subparagraph (a) below or by a proxy given by such individual representative.

(e) Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at the meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other legal entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owner at any time by filing a new notice in the manner herein provided. All designations shall remain valid until revoked or superseded or until a change in ownership of the unit concerned.

(f) There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the By-Laws of the Association. Notice of the time, place, and subject matter of all meetings shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owner at least ten (10) days prior thereto. The first meeting of the members of the Association may be convened by the Board of Directors of the Association which takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer. Such meeting may be at any time after fifty (50%) percent of all the units in [all sections] of the development of the condominium (determined with reference to the recorded [consolidating] Master Deed) have been sold and the purchasers thereof qualified as members of the Association.

(g) Non-developer Co-Owners shall be elected to the Board of Directors of the Association as follows:

(1) Not later than 120 days after conveyance of a unit to non-developer Co-Owners of 25% of the units that may be created, at least one director and not less than 25% of the Board of Directors shall be elected by non-developer Co-Owners.

(2) Not later than 120 days after conveyance of any unit to non-developer Co-Owners of 50% of the units that may be created, at least one director and not less than 50% of the Board of Directors shall be elected by the non-developer Co-Owners.

(3) Not later than 120 days after conveyance of a unit to non-developer Co-Owners of 75% of the units that may be created, at least one director and not less than 90% of the Board of Directors shall be elected by non-developer Co-Owners.

Notwithstanding the above formula, the Developer shall have the right to designate at least one director so long as the Developer owns and offers for sale at least ten percent (10%) of the units in the project or so long as ten percent (10%) of the units remain that may be created.

In the event 75% or more of the units which may be created have not been conveyed, and 54 months have elapsed since the first conveyance of a unit to a non-developer Co-Owner, then the non-developer Co-Owners shall have the right to elect directors equal to the percentage interest of the units they hold relative to the total number of units for which assessments are payable. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in the above subsections (g)(1) through (3), both inclusive. If the right to elect a member to the Board of Directors results in a fractional member of .5 or greater, the number permitted shall be rounded up to the nearest whole number.

(h) An advisory of non-developer Co-Owners shall be established after the first occurrence of:

(1) One year after the conveyance of a unit to a non-developer Co-Owner; or

(2) Not later than 120 days after one-third (1/3) of the units that may be created have been conveyed to non-developer Co-Owners.

The advisory committee shall consist of three (3) members and shall meet with the Developer upon request of the committee not to exceed six (6) times per year. The advisory committee shall automatically cease to exist when a majority of the Board of Directors is elected by non-developer Co-Owners.

(i) The presence in person or by written consent of 25% in number and in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. If a quorum shall not be present at a meeting, the members present may adjourn the meeting for not more than 30 days.

(j) Votes may be cast in person or by proxy. Proxies must be filed with the secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(k) A majority shall consist of more than 50% in value of those qualified to vote and present in person or by proxy at a given meeting of the members of the Association or, when required, more than 75% of all Co-Owners in number and in value and present in person or by proxy, or written consent if applicable, at a given meeting of the members of the Association, or as required by Article III, Section 3 hereof.

ARTICLE II

Administration

Section 1. Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors to be elected in a manner set forth in the Association By-Laws; provided, that until the initial meeting of members as provided in Article I, Section 3 hereof, the directors designated in the Articles of Incorporation shall serve. Each member of the Board of Directors must be a member of the Association and shall serve without pay.

Section 2. Powers and Duties. The board shall have all powers and duties necessary for the administration of the affairs of the condominium. The powers and duties to be exercised by the board shall include, but shall not be limited to, the following:

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

(b) The determination, assessment and collection of amounts required for the operation and other affairs of the condominium;

(c) The employment and dismissal of personnel as necessary to the efficient operation of the condominium;

(d) The adoption and amendment of rules and regulations covering the details of the use of the condominium property;

(e) The opening of bank accounts on behalf of the condominium and designating signatories required therefor;

(f) The obtaining of insurance for condominium property, the premiums of which shall be an expense of administration; and

(g) The making of repairs, additions, and improvement,

or alterations of, the condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. Books of Account. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and to Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours and shall be audited annually by qualified independent auditors. The cost of such audit shall be an expense of administration. At least two (2) times per year the Association shall prepare and distribute to each Co-Owner a financial statement, the contents of which shall be defined by said Association.

Section 4. Condominium Documents. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other condominium documents in accordance with Section 68 of Act 59, P.A. of 1978, as amended.

Section 5. Officers. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent herewith. Officers may be compensated but only upon the affirmative vote of a majority of all Co-Owners in number and in value.

ARTICLE III

Assessments

Section 1. Power to Levy. The board from time to time, and at least annually, shall adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses, and shall allocate and assess such common charges against all Co-Owners according to their respective common interests. All assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each unit by the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant thereto. The board may, upon its own action, increase the general assessment or levy an additional assessment or assessments for any of the following reasons:

(a) Should the monies budgeted and received be insufficient to pay the costs of operation and maintenance;

- (b) To provide replacements of the common elements;
- (c) To provide additions to common elements which do not exceed a total expenditure of \$1,000 or \$25 per unit; or
- (d) In the event of emergencies.

Section 2. Common Expenses and Budget. The common expenses 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 hereunder, and may include, without limitation, the amounts to be set aside for working capital of the condominium, for a general operating reserve, and for meeting any deficit in the common expenses for any prior year. The board shall advise each Co-Owner in writing of the amount of the common charges payable by him and shall furnish copies of each budget on which said common charges are based to all Co-Owners and mortgagees.

The Association shall maintain a reserve fund solely for the purpose of making major repairs and replacements in the common elements. The fund shall be maintained at a minimum level equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The above sum shall be set aside prior to the first annual meeting of the members and the Developer shall be liable for any deficiency existing therein on that date.

The minimum level of the above reserve fund required by this section may prove to be inadequate for this project. The Association should analyze the project to determine if a greater amount should be set aside or if additional reserve funds should be established.

Section 3. Special Assessments. Special assessments in addition to those set forth in Section 1 of this article may be levied against the Co-Owners in accordance with the percentage of value allocated to each unit by the Master Deed without increase or decrease for the existence of any right to the use of limited common elements appurtenant thereto upon an approving vote of 60% of all Co-Owners in number and value and for the following purposes:

- (a) For capital improvements or additions to the common elements exceeding \$1,000.00 or \$25.00 per unit assessed;
- (b) For the purchase of a unit in the event of foreclosure;
- (c) For the purchase of a unit to provide housing for a resident manager; or
- (d) For any other appropriate purpose.

Section 4. Collection of Assessments. Each Co-Owner shall be obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof, and no Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements, or by the abandonment of his unit. In the event of default by any Co-Owner in payment of the assessed common charges, interest at ten (10%) percent per annum shall be charged on an assessment from the due date thereof. Unpaid assessments shall constitute a lien on the unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien shall have priority over any subsequently recorded mortgage. The Association shall enforce the collection thereof by suit at law for a money judgment or by foreclosure of the lien securing payment, or both, in the same manner that real estate mortgages may be foreclosed by action under Michigan law, and Section 108 of Act 59, P.A. of 1978, as amended.

A notice of lien shall contain the name of the Co-Owner of record, the legal description of assessed unit or units to which the lien attaches, the amount due exclusive of interest, cost, attorney's fees, and future assessments, and shall be in recordable form. The notice of lien shall be recorded with the Register of Deeds and a copy thereof served upon the delinquent Co-Owner by first class mail, postage prepaid, and sent to the last known address at least ten (10) days in advance of the commencement of any foreclosure proceeding.

In an action for foreclosure, a reasonable rental for the unit may be collected from the Co-Owner thereof or anyone claiming under him, and all expenses incurred in collection, including interest, costs, and attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default. The Association may also discontinue the furnishing of any services to the Co-Owner in default upon seven (7) days' written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association as long as such default continues.

Upon the sale or disposition of a unit, all assessments unpaid as to such unit shall be paid out of the sale price according to their priority. A purchaser or grantee of a unit is entitled to a written statement as to the amount of the unpaid assessments of the unit purchased or conveyed and shall not be liable, nor said unit subject to, any amount or lien in excess thereof unless the request for said statement is made within the five (5) days immediately preceding the date of sale.

In the event a Co-Owner is in arrears in the payment of assessments, the Association may give written notice of the arrearage to a tenant occupying said Co-Owner's unit under a lease

or rental agreement. After receipt of said notice, the tenant shall deduct from rental payments due the Co-Owner, the arrearage and future assessments as they fall due and pay such amounts to the Association. Deductions provided for hereunder shall not constitute a breach of the lease or rental agreement between the Co-Owner and tenant.

Section 5. Expenses of Administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or in connection with the common elements, or the administration of the condominium shall be expenses of administration within the meaning of Section 69 of Public Act 59 of 1978, as amended, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interest of the Co-Owner against liabilities or losses arising within, caused by, or connected with the common elements or the administration shall be receipts of administration.

Section 6. Developer Assessments. During the time of development and sale, which shall be defined as the period prior to holding the first meeting of the members of the Association as set forth in Article I, Section 3 hereof, the Developer, even though a member of the Association, shall not be responsible for the payment of monthly Association assessments. The Developer shall be required, however, to pay a proportionate share of the Association maintenance expenses actually incurred, based upon the ratio of completed units owned by the Developer at the time the expense is incurred to the total number of completed units in the condominium. For the purposes of this section, occupied shall mean those units used as a residence, and completed shall mean a certificate of occupancy has been issued therefor. In no event shall the Developer be responsible for payment, until after said initial meeting of members, of any assessments for deferred maintenance or other reserves as set forth in Section 1 of this article, except with respect to occupied units owned by it or as may be required under Section 2 of this article.

Section 7. Taxes on Realty. Subsequent to the year in which the condominium project is established (which shall be defined as the year in which the Master Deed is recorded), all property taxes shall be assessed against the individual units based upon their percentage of value and not upon the total property of the project or any part thereof. Assessments shall be made by the local taxing authorities pursuant to applicable law and the determination of the period for which such taxes and assessments are collected shall be that followed by said authorities. Taxes and special assessments on the condominium project which are collected and payable for the year of its establishment, as determined by the taxing authority, shall be expenses of administration.

Section 8. Taxes on Personalty. The Association shall be assessed as the person in possession for any tangible personal

property of the project owned or possessed in common by the Co-Owners. All personal property taxes based thereon shall be expenses of administration.

ARTICLE IV

Insurance

Section 1. Nature. The Association shall carry fire and extended coverage, vandalism, and malicious mischief and liability insurance, and workers' compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the premises of the condominium project, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Co-Owners may obtain insurance coverage at their own expense upon their units and personal property, wherever situated, for their personal liability for occurrences within his unit, and for alternative living expenses; the Association shall not be required to obtain or provide such coverages.

(b) All building, improvements, personal property, and other common elements of the condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location, and use, including but not limited to vandalism and malicious mischief. The liability coverage carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of Co-Owners as a group to another Co-Owner.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-Owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the condominium shall be required as provided in Article V

of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) Each Co-Owner, by ownership of a unit in the condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism, and malicious mischief, liability insurance, and workers' compensation insurance, if applicable, pertinent to the condominium project, his unit, and the common elements appurtenant thereto with such insurer as may from time to time, provide such insurance for the project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

Reconstruction or Repair

Section 1. Requirements. If any part of the condominium property is damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(i) If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if [any unit] in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

(ii) If the condominium is so damaged that [no unit is] tenantable, the damaged property shall not be rebuilt unless 75% or more of the Co-Owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction. Provided, that where the Developer owns 75% or more of the units in number and value, any such decision shall be subject to the approval of the Developer's mortgagee.

(a) Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project.

(b) If the damage is only to a part of a unit which is the responsibility of a Co-Owner to maintain and repair, it

shall be the responsibility of the Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the Association.

(c) Each Co-Owner shall be responsible for the reconstruction, repair, and maintenance of the interior of his unit and any limited common element appurtenant thereto. Each Co-Owner shall also be responsible for the costs of any reconstruction, repair, or maintenance to any other portion of the condominium necessitated by his negligence or misuse or the negligence or any misuse by his family, guests, agents, servants, employees, or contractors. In the event damage to a Co-Owner's unit is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall be responsible for the reconstruction, repair, and maintenance of the common elements and any incidental damage to a unit caused by such common element or the reconstructions, repair, or maintenance thereof.

Section 2. Estimates. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage.

Section 3. Insurance Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-Owners who own or who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-Owner shall be paid to the Co-Owner if there is a mortgage endorsement, then to the Co-Owner and the mortgagee as their interests may appear, and such proceeds shall be used for reconstruction or repair when required by these By-Laws.

Section 4. Modification or Termination. After complete or partial destruction of the condominium as a result of any casualty, after any taking of the condominium by eminent domain, or at any other time, the condominium may be modified or terminated by the unanimous agreement of the Co-Owners by vote or written consent, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall

become effective when such agreement has been recorded with Ottawa County Register of Deeds. Any such termination or modification shall comply with the requirements of Section 51 of Public Act 59 of 1978, as amended, and Article X hereof.

Section 5. Condemnation. In the event of any taking of the condominium by eminent domain, the vote or written consent of 75% of the remaining Co-Owners in value and in number shall be determinative of whether to rebuild or repair the condominium. Provided, that where the Developer owns 75% or more in number and value of the remaining units, any such decision shall be subject to the approval of the Developer's mortgagee.

ARTICLE VI

Restrictions

Section 1. Use Restrictions. In order to provide for congenial occupancy of the condominium property, and for the protection of the values of the units, the use of condominium property shall be subject to the following limitations:

(a) Occupancy. Units shall be used exclusively for single family residential purposes; and the general and limited common elements shall be used only for purposes consistent with such use.

(b) Approval of Alteration. No Co-Owner shall make alterations or structural modifications to his unit without the written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the condominium project.

(c) Nuisances. No nuisances shall be permitted on the condominium property nor shall any use or practice be permitted which is a source of annoyance to its residents, or which interferes with the peaceful possession or proper use of the condominium property by its residents.

(d) Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof.

(e) Right of Entry. The Association or its agent shall have access to each unit from time to time during reasonable working hours, upon notice to Co-Owner, or occupant, as may be necessary for maintenance, repair or replacement of any of the common elements. The corporation or its agent shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit.

(f) Limitation of Storage. The common elements shall not be used for storage of supplies, recreational vehicles, boats, personal property, trash or refuse of any kind except in specific areas as may be designated under the rule making authority of the Board of Directors except for common trash receptacles placed at the discretion of the Board of Directors, if any. No activity shall be carried on nor conditions maintained by any Co-Owner either in his unit or upon the general or limited common elements which will detrimentally affect the appearance of the condominium.

(g) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any unit or upon the common elements, including "for sale" signs, without written permission of the Association.

(h) Lease or Rent Restriction. Units in the condominium may be leased or rented only for a minimum period of one (1) year subject to the provisions of Article XI and the condominium documents. No transient or short term rentals (less than one year) shall be permitted.

(i) Pets. No pets or animals larger than 20# in weight shall be kept in a unit or the limited or general common elements; provided that this restriction may be waived as hereinafter set forth:

(i) upon an eighty (80%) percent vote of the entire membership;

(ii) the waiver shall be in writing with terms and conditions attached thereto; and

(iii) shall apply to Co-Owners only for a specific pet and shall not extend to tenants, lessees, licensees, invitees, or agents of the Co-Owner.

It is further provided that any waiver granted may be rescinded by a vote of eighty (80%) percent of all of the Co-Owners in the event of any violation of the terms and conditions attendant therewith.

(j) No exterior antennas or satellite dish may be installed on the buildings or elsewhere on the common elements.

Section 2. Rules. Reasonable regulations concerning the use of the condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by more than eighty (80%) percent of the Co-Owners in number and in value before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all Co-Owners. The failure of the Association to enforce any right,

provision, covenant or condition which may be granted by the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, or duly adopted Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

Section 3. Effect on Developer. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs of the Developer during the construction and marketing of the condominium; except that if the Developer (or any Co-Owner) desires to rent or lease a unit, such intent shall be disclosed in writing to the Association at least ten (10) days before offering the lease to the proposed lessee, including therewith a copy of the proposed lease in conformity with the provisions set forth in the condominium documents.

ARTICLE VII

Mortgages

Section 1. No Co-Owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, pension fund, life insurance company, a federal or state savings and loan association, or a chartered state or federal credit union. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a unit, nor prevent a Co-Owner from accepting a purchase money mortgage from a purchaser.

Section 2. Any Co-Owner who mortgages his unit shall notify the Association through the management agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-Owner of such unit.

Section 3. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The Association shall cause all insurance policies to be endorsed with loss payable clauses in favor of each mortgagee with provisions and/or endorsements that said policies shall not be canceled without ten (10) days' written notice to each said mortgagee.

Section 4. Notwithstanding any other provision of the Master Deed, the Condominium By-Laws, or the Corporate By-Laws, except as otherwise required by mandatory law or regulations, with

respect to any first mortgage of record of any condominium unit, unless the holder of such mortgage shall otherwise consent in writing:

(a) The holder of the mortgage is entitled to written notification from the Association at least ten (10) days prior to the effective date of any change in the condominium documents;

(b) The holder of the mortgage is entitled to written notification from the Association of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which are not cured within thirty (30) days;

(c) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or any other restriction on the sale or rental of the mortgaged unit, including, but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to sale or rental of the unit;

(d) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free and clear of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of said unit;

(e) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association shall not:

(i) Change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining shares of common elements and proceeds of the property;

(ii) Partition or subdivide any unit or common elements of the property;

(iii) By act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and the common elements of the condominium project; and

(iv) As to the Developer's mortgagee only, shall not amend the Association By-Laws or Articles of Incorporation without its prior written approval.

ARTICLE VIII

Settlement of Disputes

Section 1. Availability of Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, By-Laws, or the Management Agreement, if any, or any disputes, claims, or grievances arising among or between Co-Owners or between Co-Owners and the Association, or between the Developer and a claimant, may, upon the election and written consent of the parties to any such disputes, claims, or grievances, and written notice to the Association, be submitted to arbitration. PROVIDED that, with respect to any claim that might be the subject of a civil action, a contract to settle a dispute by arbitration shall be executed by the Developer at the exclusive option of:

(a) A purchaser, Co-Owner, or person occupying a restricted unit under Section 104(b) of Act 59 of Public Acts of 1978, as amended, where the amount in controversy is less than \$2,500; or

(b) The Association, if the amount in controversy is \$10,000.00 or less.

Section 2. Conduct of Arbitration. In the event a dispute is arbitrated:

(a) The contract shall specify the American Arbitration Association shall conduct the arbitration;

(b) The arbitrators shall be appointed by, the arbitration conducted in accordance with, and costs allocated pursuant to the rules of the American Arbitration Association;

(c) The arbitrators' decision shall be accepted as final and the parties shall be precluded from litigating the dispute, claim, or grievance in court.

Section 3. Remedies of Association. In the event a Co-Owner shall default in any of his obligations hereunder, or otherwise fail to comply with any of the terms or provisions of the Master Deed, Condominium By-Laws, Articles of Incorporation and By-Laws of the Association, the Association shall be entitled to relief; including, but not limited to, an action to recover sums due for damages; injunctive relief; foreclosure of a lien, either judicially or by advertisement, or any combination thereof; the recovery of costs or attorney's fees as may be determined by the court; and such other reasonable remedies as may be provided for in said condominium documents; including, but not limited to, the levying of fines against Co-Owners, after notice and hearing thereon, and late charges for nonpayment of assessments.

Section 4. Remedies of Co-Owners. A Co-Owner may maintain an action against the Association, its officers and directors to compel the enforcement of the terms and provisions of the Master Deed, Condominium By-Laws, or the Articles of Incorporation and By-Laws of the Association. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief, damages, or any combination thereof for noncompliance with the terms or provisions of said condominium documents or Act 59 of the Michigan Public Acts of 1978, as amended.

ARTICLE IX

Approval of Transfer or Lease

Section 1. Approval Required. No Co-Owner may effectively dispose of his unit or any interest therein by sale or lease, except to another Co-Owner in the condominium, without approval of the Association. If any Co-Owner shall acquire his title by gift, devise, or inheritance, the continuance of the ownership of his unit shall not be subject to the approval of the Association.

Section 2. Notice of Intent. A Co-Owner intending to make a bona fide sale or lease of his unit or any interest therein shall give written notice of such intention to the Association, together with the name and address of the intended purchaser or lessee, the terms and conditions of the proposed transaction and such other information concerning the intended purchase or lease as the board may reasonably require at least ten (10) days prior to presenting a lease form to the potential lessee, or upon acceptance of an agreement to purchase. The giving of such notice shall constitute a warranty and representation by the Co-Owner to the Association and to any purchaser produced by the Association as hereinafter provided that such Co-Owner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide which is not evidenced by an agreement of sale or lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing Co-Owner and the proposed purchaser or lessee and containing all pertinent terms of the sale or lease proposed to be made. A Co-Owner who has obtained his title by gift, devise, or inheritance shall give notice to the Association of the acquiring of his title, together with such personal information as the board may reasonably require, and a certified copy of the instrument evidencing his title. If the notice herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the board, at its election and without notice, may disapprove the transaction or new ownership.

Section 3. Approval or Disapproval. Within twenty (20) days after receipt of the notice described in Section 2, the

Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form, and shall be delivered to the purchaser, lessee, or new owner. If disapproved, the Association shall offer to purchase or lease, or provide another purchaser or lessee acceptable to it, on terms not less favorable to the seller than those originally proposed, and said seller shall be bound to consummate the transaction with such approved purchaser within thirty (30) days thereafter; provided, that in the event of transfer of title by gift, devise, or inheritance, the right of the Association to purchase or to provide another purchaser acceptable to it shall be based on the fair market value of the unit so acquired as determined by an independent appraisal thereof. If the Association shall fail to purchase or lease, or to provide a purchaser or lessee in the event of disapproval, then notwithstanding said disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved and to have furnished a certificate of approval as provided herein.

Section 4. Exempt Transactions. The Developer shall not be subject to this article in the initial sale or lease of any unit in the condominium, nor shall it apply to a public or private sale held pursuant to foreclosure of a first mortgage or the first subsequent transfer of title by any person who acquired ownership at such foreclosure sale.

ARTICLE X

Amendment

Section 1. Amendment. The condominium documents may be amended for a proper purpose, without consent of the Co-Owners, mortgagees, or other interested parties, where such amendments do not materially alter or change the rights of Co-Owners, mortgagees, or other interested parties.

These By-Laws may be otherwise amended, altered, changed, added to, or repealed, as set forth in paragraph 14 of the Master Deed. All amendments shall comply with the mandatory provisions of Act 59 of the Public Acts of 1978, as amended. A copy of each amendment shall be certified by the president and secretary as having been duly adopted and shall be effective when recorded with the office of the Register of Deeds for Ottawa County, Michigan.

ARTICLE XI

Indemnification

Section 1. Provisions. The provisions of this section shall apply except to the extent they may be inconsistent with and

prohibited by the Internal Revenue Code and the regulations promulgated thereunder or any other applicable law or regulation.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create presumption that the person did not act in good faith and in a manner in which he reasonably believed in or not opposed to the best interests of the Association or its members, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Notwithstanding anything hereinbefore set forth in this section, indemnification will not be available to anyone above described as otherwise eligible where the conduct or action in question is found to be willful and wanton in nature and/or to constitute gross negligence.

All settlements or reimbursements under this section must be approved by the Board of Directors, exclusive of any director or directors seeking the indemnification, and upon ten (10) days' prior written notice to all Co-Owners.

ARTICLE XII

Compliance

Section 1. Mandatory Acceptance. The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants, or any other persons using the facilities of the project in any manner are subject to and shall comply with Act 59 of the Public Acts of 1978, as amended, the Master Deed, the By-Laws and the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, and the mere acquisition, occupancy, or rental of units in the condominium shall signify that the Master Deed and By-Laws, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association conflict with the provisions of the

above statutes, said statutes shall govern.

In the event the Association determines that tenant or non Co-Owner occupant has failed to comply with the conditions set forth in the condominium documents, the Association shall take the following action:

(a) The Association shall notify the Co-Owner of the occupied unit, by certified mail, of the alleged violation;

(b) The Co-Owner shall have fifteen (15) days after receipt of notice to correct the violation or deny the allegation; and

(c) If, after fifteen (15) days, the Association determines the alleged breach has not been cured, it may institute on its behalf, or derivatively by the Co-Owners on behalf of the Association if under control of the Developer, an action for eviction and money damages for said breach, by summary proceedings or otherwise. The Association may hold the tenant or Co-Owner liable for any money damages so recovered.

Section 2. Definition. When used in the Master Deed and these By-Laws, the definition of "Co-Owner" found in Section 6(1) of Act 59 of the Public Acts of 1978, as amended, shall be controlling.

ARTICLE XIII

Severability

Section 1. Severability. In the event that any of the terms, provisions or covenants of these By-Laws or the condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair, in any manner whatsoever, any of the other terms, provisions, or covenants of such documents of the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

EXHIBIT B

OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 106

EXHIBIT B TO THE MASTER DEED OF
HIDDEN DUNE CONDOMINIUMS
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

DEVELOPER:
AL THUMB, INC.
P.O. BOX 20
SPRING LAKE, MICHIGAN 49456

SURVEYOR AND ENGINEER:
JOINER ENGINEERING, INC.
113 W. SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

ATTENTION COUNTY REGISTRAR 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 2.

PROPERTY DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 8
NORTH, RANGE 16 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN,
DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARKWOOD
DRIVE THAT IS 236.38 FEET SOUTH 82 DEGREES 58 MINUTES 46 SECONDS WEST
ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 17 AND 97.29 FEET SOUTH
89 DEGREES 28 MINUTES 47 SECONDS EAST AND 34.78 FEET SOUTH 86 DEGREES
28 MINUTES 55 SECONDS EAST OF THE NORTH 1/4 CORNER OF SAID SECTION
17, THENCE ALONG A 231.79 FOOT RADIOUS CURVE TO THE RIGHT 221.67 FEET
(THE LONG CHORD OF SAID CURVE BEARS SOUTH 57 DEGREES 15 MINUTES 48
SECONDS EAST 290.18 FEET), THENCE ALONG A 652.93 FOOT RADIOUS CURVE TO
THE LEFT 499.68 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 52
DEGREES 57 MINUTES 45 SECONDS EAST 487.26 FEET), THENCE SOUTH 89
DEGREES 17 MINUTES 23 SECONDS WEST 67.36 FEET, THENCE SOUTH 89
FOOT RADIOUS CURVE TO THE RIGHT 88.65 FEET (THE LONG CHORD OF SAID
CURVE BEARS SOUTH 29 DEGREES 44 MINUTES 07 SECONDS WEST 78.85 FEET),
THENCE NORTH 88 DEGREES 14 MINUTES 17 SECONDS WEST 486.47 FEET,
NORTH 17 DEGREES 38 MINUTES 08 SECONDS WEST 154.56 FEET, THENCE NORTH
85 DEGREES 08 MINUTES 48 SECONDS WEST 145.64 FEET, THENCE NORTH 82
DEGREES 58 MINUTES 46 SECONDS WEST 122.25 FEET TO THE POINT OF
BEGINNING. CONTAINING 2.039 ACRES.

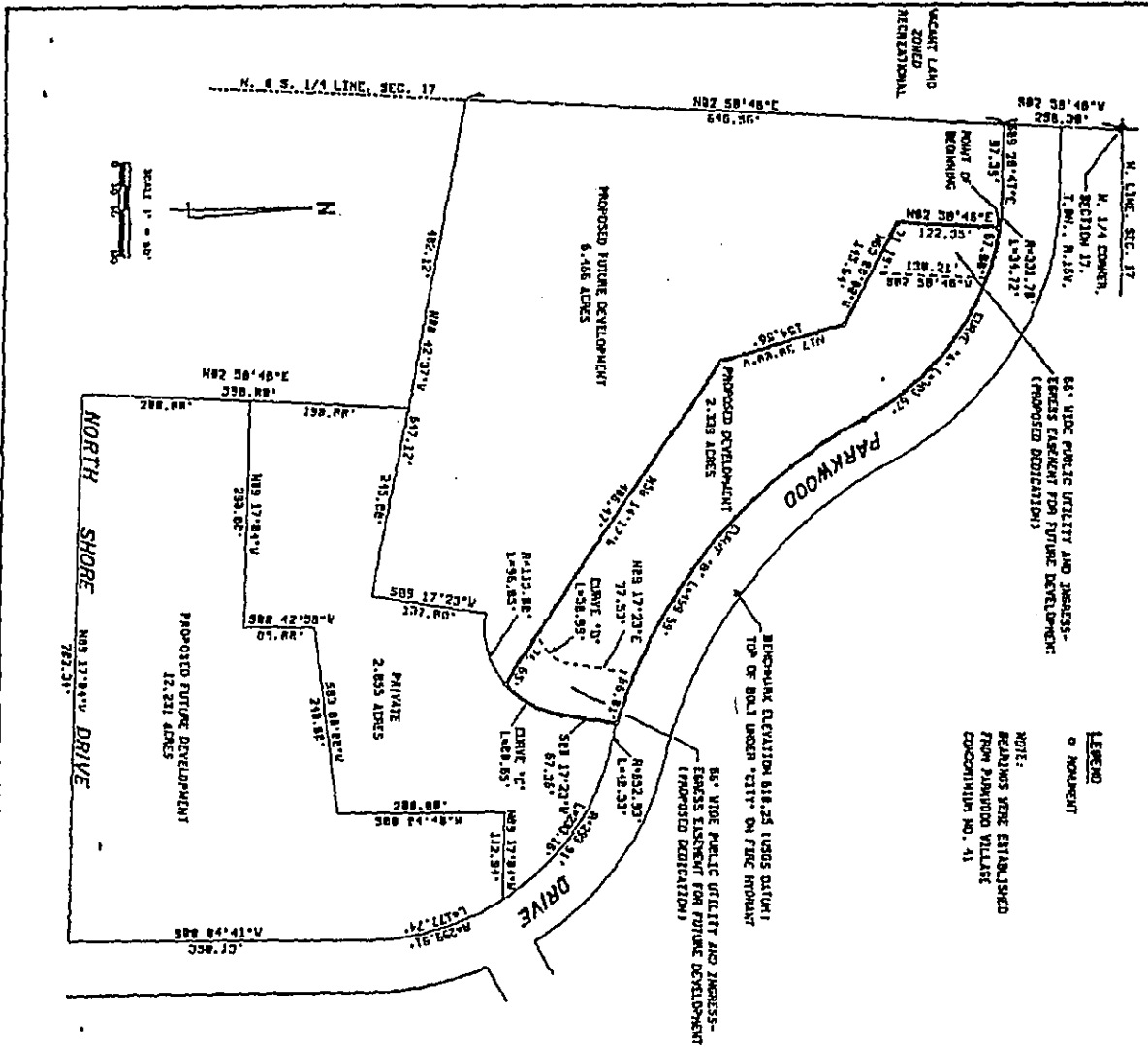
SHEET INDEX

- 1. COVER SHEET
- 2. SURVEY PLAN
- 3. SITE PLAN
- 4. UTILITY PLAN
- 5. FLOOR PLANS - 4 PLEX
- 6. FLOOR PLANS - DUPLEX
- 7. BUILDING CROSS-SECTIONS



THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

PROPOSED DATE: 1-8-84



LEGEND
 O MONUMENT

NOTE:
 BEARINGS WERE ESTABLISHED FROM PLANIMETRIC VILLAGE CADASTRAL PLAN NO. 41

SURVEYOR'S CERTIFICATE
 I, THOMAS E. O'BRIEN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN BORN AS OFFICIAL COUNTY RECORDATION SUBDIVISION PLAN NO. 100, AS SHOWN ON THE ACCOMPANYING DRAWINGS, INSTRUMENTS & CERTIFICATE BEING HEREON MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON WARDENS HAVE BEEN LOCATED IN THE MANNER AS REQUIRED BY RULES PRESCRIBED UNDER SECTION 312 OF ACT NO. 38 OF THE PUBLIC ACTS OF 1876.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PRESCRIBED UNDER SECTION 312 OF ACT NO. 38 OF THE PUBLIC ACTS OF 1876.

THAT THE BEARINGS, AS SHOWN, ARE NOTED BY SURVEY PLAN AS REQUIRED BY THE RULES PRESCRIBED UNDER SECTION 312 OF ACT NO. 38 OF THE PUBLIC ACTS OF 1876.



THOMAS E. O'BRIEN,
 REGISTERED LAND SURVEYOR,
 MICHIGAN COMMISSION, INC.,
 112 WEST BAYVIEW STREET,
 SPRING LAKE, MICHIGAN 49456

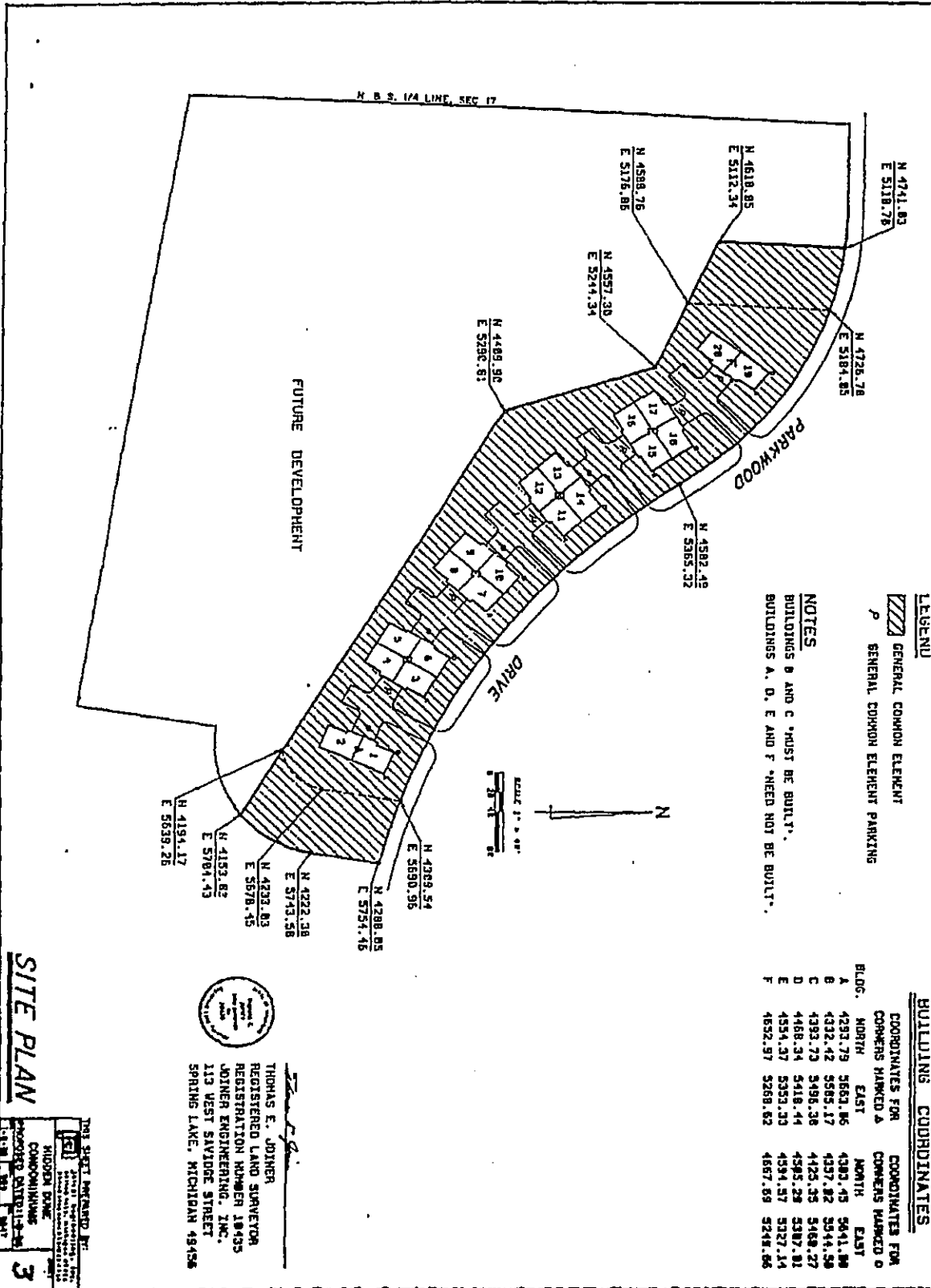
CURVE DATA

CURVE	RADIUS	CENTRAL ANGLE	CHORD	BEARING & LENGTH
A	211.78	32 25' 31"	8.57	15 48" E 261.18'
B	822.53	43 26' 25"	8.52	87 48" E 467.88'
C	113.06	48 23' 28"	8.28	44 07" E 78.15'
D	47.06	71 54' 53"	8.43	44 07" E 86.79'



SURVEY PLAN

THE SPLOT PROVIDED BY
 INDEX BOOK
 RECORDING NUMBER
 COUNTY AND STATE
 2



LEGEND

- GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT PARKING

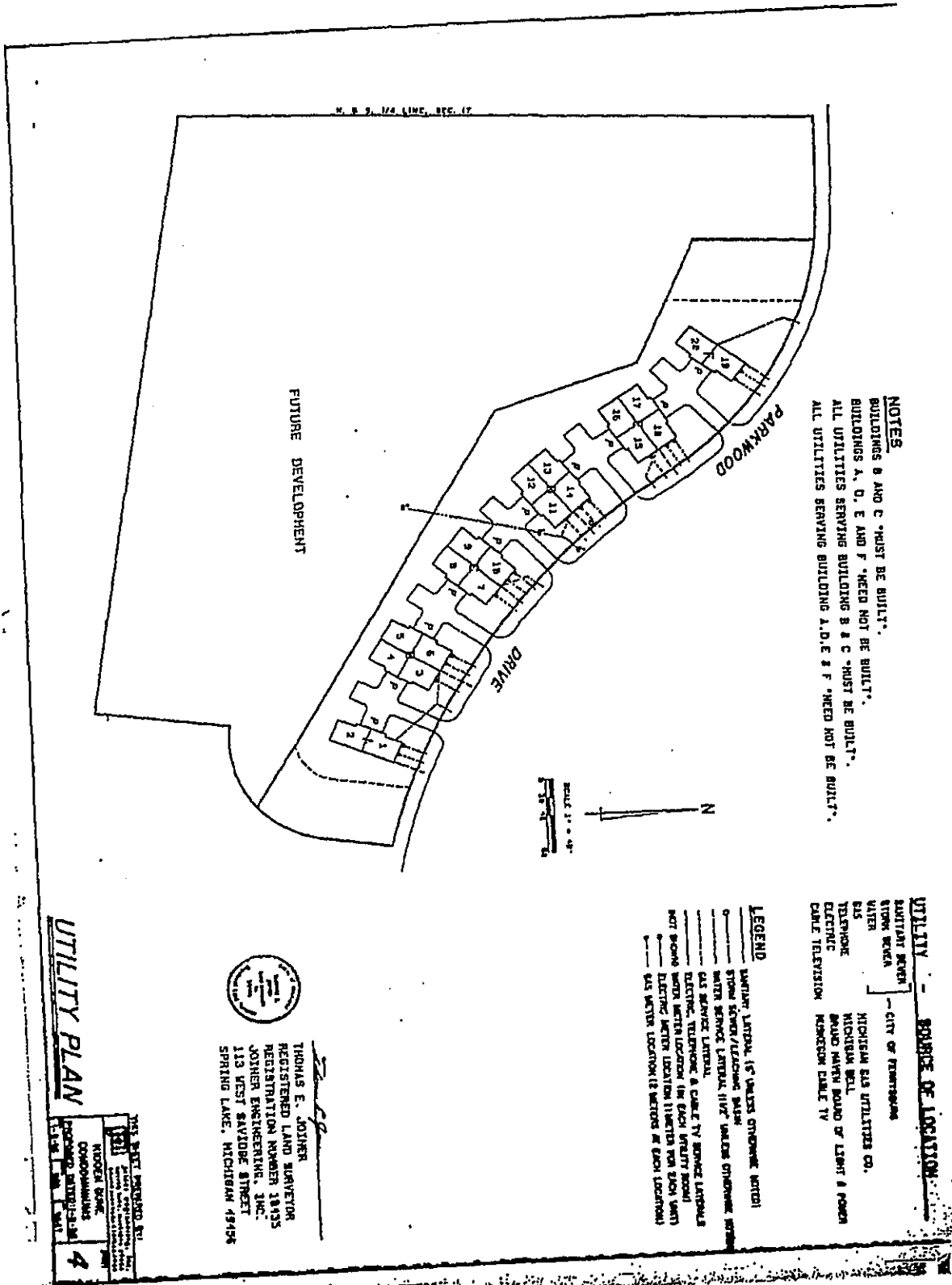
NOTES

BUILDINGS B AND C *MUST BE BUILT*.

BUILDINGS A, D, E AND F *NEED NOT BE BUILT*.

BUILDING COORDINATES

BLDG.	COORDINATES FOR COMMONS PARKED A			COORDINATES FOR COMMONS PARKED B		
	NORTH	EAST	NORTH	EAST	NORTH	EAST
A	4293.79	5683.86	4383.45	5641.86		
B	4332.42	5585.17	4357.82	5544.58		
C	4393.73	5495.38	4425.35	5468.27		
D	4468.34	5418.44	4585.28	5387.81		
E	4534.37	5353.33	4594.37	5327.14		
F	4852.97	5288.82	4887.89	5248.86		



NOTES
 BUILDINGS B AND C "MUST BE BUILT".
 BUILDINGS A, D, E AND F "NEED NOT BE BUILT".
 ALL UTILITIES SERVING BUILDING B & C "MUST BE BUILT".
 ALL UTILITIES SERVING BUILDING A, D, E & F "NEED NOT BE BUILT".

UTILITY SOURCE OF LOCATION:
 SOUTHWESTERN POWER AND LIGHT CO. - CITY OF FERRISBURGH
 WATER - CITY OF FERRISBURGH
 GAS - MICHIGAN GAS UTILITIES CO.
 TELEPHONE - MICHIGAN BELL
 ELECTRIC - GRAND HAVEN BOARD OF LIGHT & POWER
 CABLE TELEVISION - KANSAS CITY CABLE TV

LEGEND
 SOUTHWESTERN POWER AND LIGHT CO. (15' UNLESS OTHERWISE NOTED)
 STORM SEWER/SEWERAGE MAIN
 WATER SERVICE LATERAL (11/2" UNLESS OTHERWISE NOTED)
 GAS SERVICE LATERAL
 TELEPHONE, TELEPHONE & CABLE TV SERVICE LATERALS
 WATER METER LOCATION (ON EACH UTILITY MAIN)
 ELECTRIC METER LOCATION (11 METERS FROM EACH WATER METER LOCATION)
 GAS METER LOCATION (12 METERS FROM EACH UTILITY MAIN)

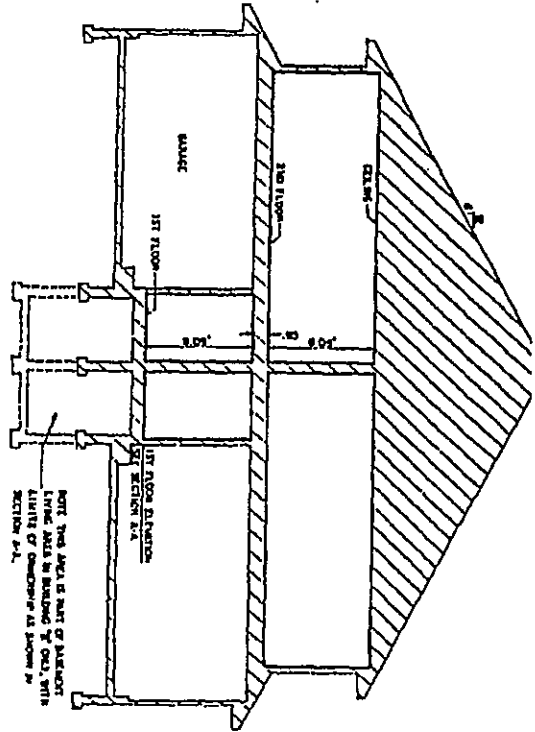
FUTURE DEVELOPMENT



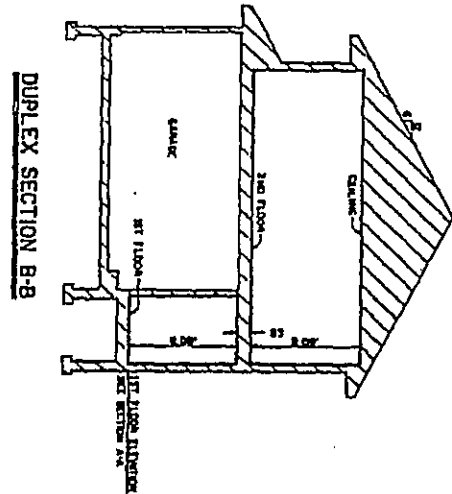
THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456

UTILITY PLAN

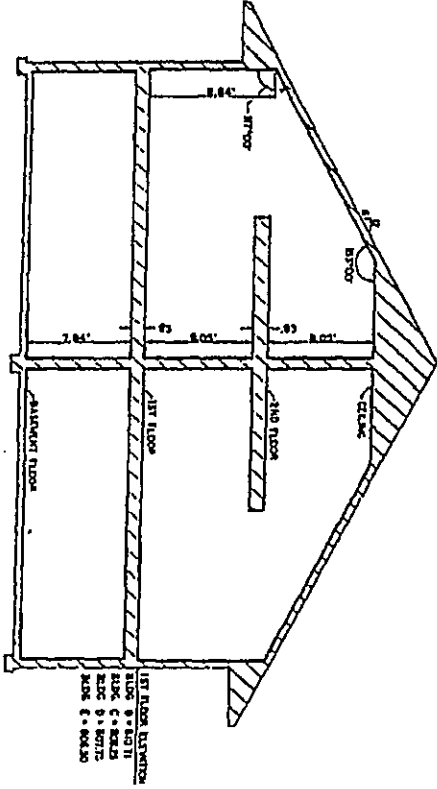
THIS PLAN PREPARED BY:
 NICHOLSON
 CONSULTANTS
 REGISTERED PROFESSIONAL ENGINEERS
 1515 W. BAYVIEW AVENUE
 ANN ARBOR, MICHIGAN 48106
 DATE: 12/15/88



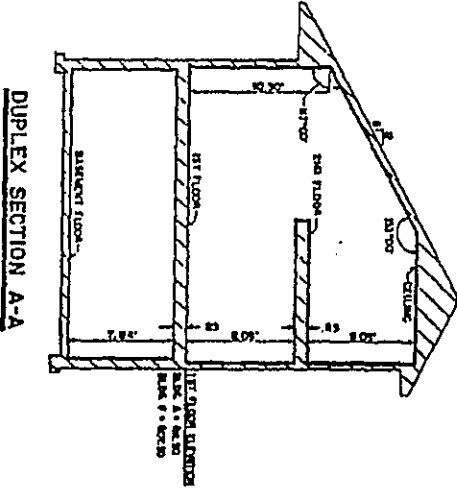
4 PLEX SECTION B-B



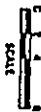
DUPLEX SECTION B-B



4 PLEX SECTION A-A



DUPLEX SECTION A-A



BUILDING CROSS-SECTIONS

THIS SHEET PREPARED BY:

SEAL	THOMAS E. JOINER
REGISTERED PROFESSIONAL ENGINEER	REGISTERED LAND SURVEYOR
NO. 10000	NO. 10000
STATE OF MICHIGAN	STATE OF MICHIGAN
1918	1918

7

THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18409
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49756



ADDENDUM TO MORTGAGE BETWEEN AL THUMB, INC.,
A MICHIGAN CO-PARTNERSHIP CONSISTING OF
JEFF FORTENBACHER AND BRADLEY J. FORTENBACHER,
AS MORTGAGOR, AND OLD KENT BANK OF GRAND HAVEN, A
CORPORATION, AS MORTGAGEE, DATED: January 18, 19 88
SUPERCEDES ADDENDUM DATED 11/18/87, RECORDED 12/11/87, Liber 1238, Page 559

CONSENT TO CONDOMINIUM AND RELEASE PROVISIONS

FOR VALUABLE CONSIDERATION, the nature and sufficiency of which is hereby acknowledged, the Mortgagee, Old Kent Bank of Grand Haven, a Michigan banking corporation, whose offices are located at 233 Washington Street, Grand Haven, Michigan 49417, as a secured party by virtue of a mortgage recorded in Liber 1236, Page 448, Ottawa County Records, hereby agrees and consents that the Mortgagor, Al Thumb, Inc., a Michigan co-partnership consisting of Jeff Fortenbacher and Bradley J. Fortenbacher, of P.O. Box 20, Spring Lake, Michigan 49456, their assigns and personal representatives, shall have the right and privilege of creating a condominium of the lands and premises described herein in the attached Rider A, and said Mortgagee specifically agrees herein to join in such condominium as may be necessary from time to time to obtain the necessary permits to take reservations, sell, or otherwise comply with Act 59 of PA 1978, as amended. Said Mortgagee further agrees that from time to time and as often as requested, to release from the lien of the mortgage or mortgages above described, individual condominium units upon the payment of an amount equal to 93% of the net proceeds of the sale of said unit to be released.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of January, 19 88.

Witness:

Patricia Steele
Patricia Steele

Margaret M. Slater
Margaret M. Slater

OLD KENT BANK OF GRAND HAVEN,
a Michigan banking corporation,
- Mortgagee

By: Eugene W. Riggs
Its: Vice President

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this Jan. 18th day of 19 88 by Eugene W. Riggs,

its Vice President, and _____,
its _____, of Old Kent Bank of Grand Haven, a
Michigan banking corporation, on behalf of the corporation.

Margaret M. Slater
Margaret M. Slater, Notary Public
Ottawa County, Michigan
My Commission expires: 6/11/91

Drafted By:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417

RIDER A

LEGAL DESCRIPTION

Lands and premises located in the City of Ferrysburg, Ottawa County, Michigan, described as:

PARCEL ONE:

PHASE I: Part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan described as beginning at a point on the Southerly line of Parkwood Drive that is 256.30 feet South 02 degrees, 58 minutes, 46 seconds West along the North and South 1/4 line of Section 17 and 97.39 feet South 89 degrees, 28 minutes, 47 seconds East and 34.70 feet South 86 degrees, 28 minutes, 55 seconds East of the North 1/4 corner of said Section 17; thence along a 331.78 foot radius curve to the right 303.67 feet (the long chord of said curve bears South 57 degrees, 15 minutes, 48 seconds East 293.18 feet); thence along a 652.93 foot radius curve to the left 499.60 feet (the long chord of said curve bears South 52 degrees, 57 minutes, 45 seconds East 487.50 feet); thence South 09 degrees, 17 minutes, 23 seconds West 67.36 feet; thence along a 113.00 foot radius curve to the right 80.65 feet (the long chord of said curve bears South 29 degrees, 44 minutes, 07 seconds West 78.95 feet); thence North 58 degrees, 14 minutes, 17 seconds West 303.55 feet; thence North 76 degrees, 00 minutes, 00 seconds West 140.00 feet; thence North 17 degrees, 30 minutes, 00 seconds West 220.00 feet; thence North 65 degrees, 00 minutes, 00 seconds West 145.64 feet; thence North 02 degrees, 58 minutes, 46 seconds East 122.35 feet to point of beginning. Containing 2.43 acres.



RECORDED

FIRST AMENDMENT TO MASTER DEED OF HIDDEN DUNES CONDOMINIUM 1988 OCT 11 PM 1:36

W. J. [Signature]
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

AL THUMB, INC., a Michigan corporation, of P.O. Box 20., Spring Lake, Michigan 49456, being the Developer of HIDDEN DUNES CONDOMINIUM, a Condominium Project established pursuant to the Master Deed thereof dated January 14, 1988 and recorded January 18, 1988 in Liber 1244 of Deeds, Pages 319 through 362, both inclusive, Ottawa County Records, and known as Ottawa County Condominium Subdivision Plat No. 106, hereby amends said Master Deed pursuant to the authority reserved in paragraphs 1, 8, and 14 thereof for the purposes of correcting a clerical error in the designation of the first 8 units which must be built, to convert additional units from "need not be built" status to "must be built", and to reallocate the percentage of value set forth in paragraph 7.(c) of said Master Deed. The Master Deed shall be amended in the following manner:

1. The units originally designated as "must be built" in the Master Deed, as fully described in the Subdivision Plans, should have been units 3 through 10, both inclusive, rather than 1 through 8 as set forth in Section 1 of the Master Deed. The units designated as "must be built" in the Subdivision Plans were correctly identified.

With this Amendment, the Developer is converting 8 additional units, those numbered 11 through 18, both inclusive, as shown on the Subdivision Plans so that the total of 16 units numbered 3 through 18 must be built. Units 1, 2, 19 and 20 need not be built.

2. Paragraph 7.(c) of the Master Deed of HIDDEN DUNES CONDOMINIUM, upon recordation of the Amendment in the office of the Ottawa County Register of Deeds, shall be replaced as follows and the original paragraph 7.(c) shall be of no further force and effect:

FIRST AMENDED PARAGRAPH 7 OF
 THE MASTER DEED OF HIDDEN DUNES CONDOMINIUM

7. (c) The number of each unit in this Amendment as it appears on the Condominium Subdivision Plan designated "must be built" and the percentage assigned to each is as follows:

Unit #	% of Value Assigned	Unit #	% of Value Assigned
3	1/16 = 6.25%	11	1/16 = 6.25%
4	1/16 = 6.25%	12	1/16 = 6.25%
5	1/16 = 6.25%	13	1/16 = 6.25%
6	1/16 = 6.25%	14	1/16 = 6.25%
7	1/16 = 6.25%	15	1/16 = 6.25%

O+2 RAW/sjk 10422-000 9/12/88

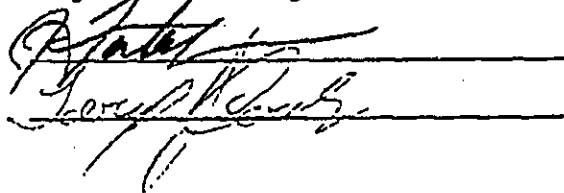
8	1/16 = 6.25%	16	1/16 = 6.25%
9	1/16 = 6.25%	17	1/16 = 6.25%
10	1/16 = 6.25%	18	1/16 = 6.25%
Total = 100%			

3. The First Amended Sheets 3 and 4 of the Condominium Subdivision Plan of HIDDEN DUNES CONDOMINIUM which specifically modify the number of units which "must be built" will, upon recordation of this Amendment, replace and supercede the Original Sheets 3 and 4 of said Condominium Subdivision Plan and said Original Sheets shall be of no further force or effect.

4. In all other respects, other than as hereinbefore above indicated, the original Master Deed of HIDDEN DUNES CONDOMINIUM, as recorded, including the By-Laws and Condominium Subdivision Plan attached thereto as Exhibits A and B respectively, is hereby ratified and confirmed.

IN WITNESS WHEREOF the Developer has executed this First Amendment to Master Deed this 15th day of September, 1988.

Signed in the presence of:



Signed by:

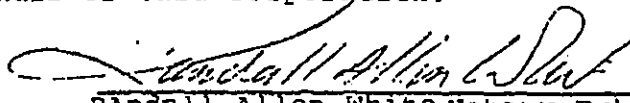
AL THUMB, INC., a Michigan corporation,

BY: 
 Jeff Fortenbacher
 Its: President

BY: 
 Bradley J. Fortenbacher
 Its: Treasurer

STATE OF MICHIGAN)
 :
 COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 15th day of September, 1988, by Jeff Fortenbacher, President, and Bradley J. Fortenbacher, Treasurer, of AL THUMB, INC., a Michigan corporation, on behalf of said corporation.


 Randall Allen White Notary Public
 Ottawa County, Michigan
 My Commission expires: 12/30/91

Prepared by:
 Randall Allen White (P22261)
 VAN EENENAAM & WHITE
 One South Harbor Ave.
 Grand Haven, MI 49417

EXHIBIT #

A

OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.

EXHIBIT B TO THE MASTER DEED OF
HIDDEN DUNE CONDOMINIUMS
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

DEVELOPER:
AL THUMB, INC.
P. O. BOX 20
SPRING LAKE, MICHIGAN 49456

SURVEYOR AND ENGINEER:
JOINER ENGINEERING, INC.
113 W. SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

ATTENTION COUNTY REGISTRAR 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 2.

PROPERTY DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 8
NORTH, RANGE 16 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN,
DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARKWOOD
DRIVE THAT IS 236.38 FEET SOUTH 82 DEGREES 58 MINUTES 46 SECONDS WEST
ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 17 AND 97.39 FEET SOUTH
89 DEGREES 28 MINUTES 47 SECONDS EAST AND 34.78 FEET SOUTH 88 DEGREES
28 MINUTES 55 SECONDS EAST OF THE NORTH 1/4 CORNER OF SAID SECTION
17, THENCE ALONG A 331.78 FOOT RADIUS CURVE TO THE RIGHT 383.67 FEET
(THE LONG CHORD OF SAID CURVE BEARS SOUTH 57 DEGREES 15 MINUTES 48
SECONDS EAST 293.18 FEET), THENCE ALONG A 652.93 FOOT RADIUS CURVE TO
THE LEFT 493.69 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 52
DEGREES 17 MINUTES 23 SECONDS EAST 487.58 FEET), THENCE SOUTH 89
DEGREES 17 MINUTES 23 SECONDS EAST 67.26 FEET, THENCE ALONG A 113.88
FOOT RADIUS CURVE TO THE RIGHT 88.63 FEET (THE LONG CHORD OF SAID
CURVE BEARS SOUTH 23 DEGREES 14 MINUTES 07 SECONDS WEST 78.95 FEET),
THENCE NORTH 56 DEGREES 14 MINUTES 17 SECONDS WEST 186.47 FEET, THENCE
NORTH 17 DEGREES 30 MINUTES 08 SECONDS WEST 154.56 FEET, THENCE NORTH
65 DEGREES 08 MINUTES 08 SECONDS WEST 145.64 FEET, THENCE NORTH 02
DEGREES 58 MINUTES 46 SECONDS WEST 122.35 FEET TO THE POINT OF
BEGINNING, CONTAINING 2.333 ACRES.

5597
THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456



SHEET INDEX

- * 1. COVER SHEET
- 2. SURVEY PLAN
- * 3. SITE PLAN
- * 4. UTILITY PLAN
- 5. FLOOR PLANS - 4 PLEX
- 6. FLOOR PLANS - DUPLEX
- 7. BUILDING CROSS-SECTIONS

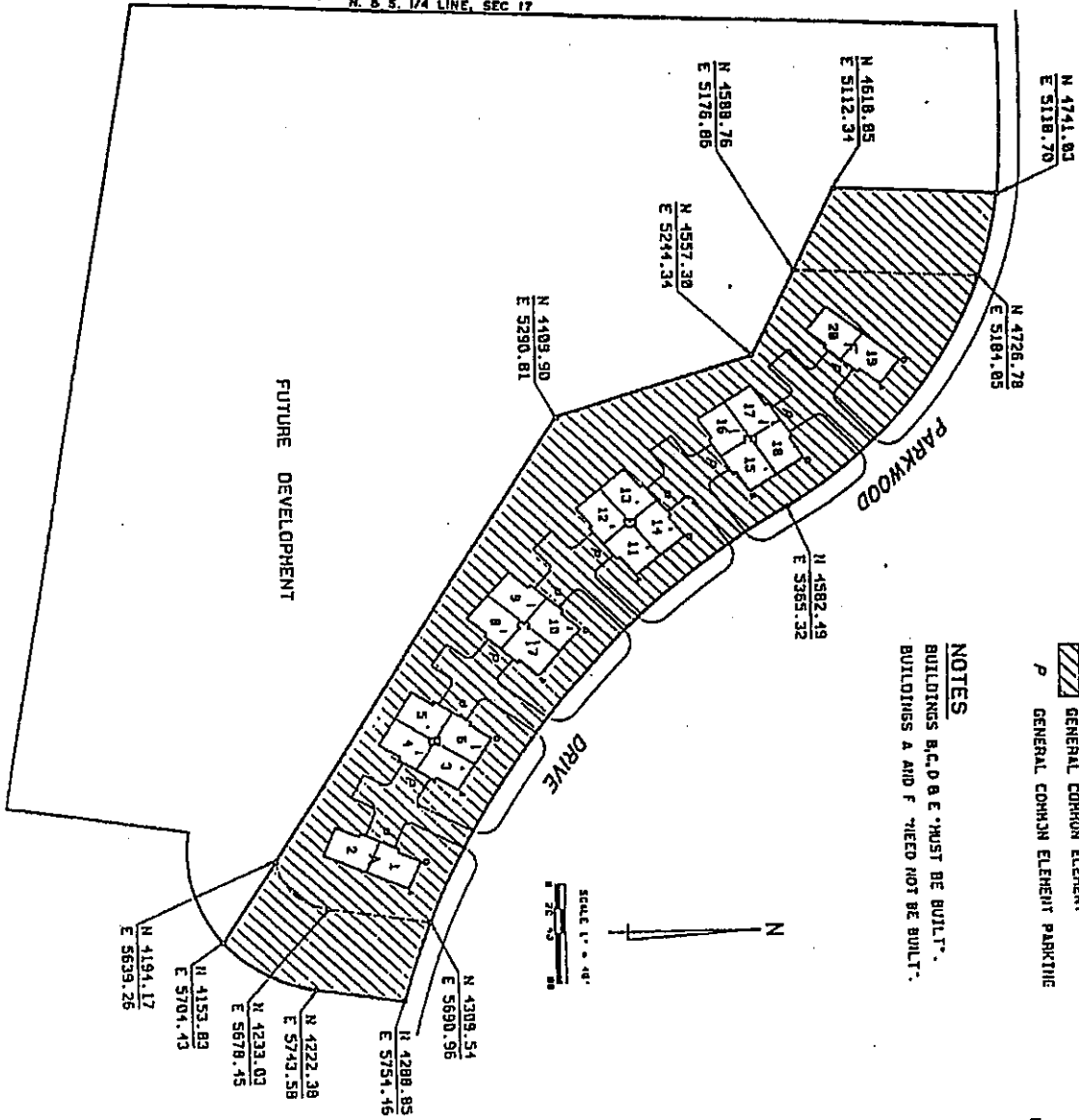
NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX
INDICATES AMENDED OR NEW SHEETS, DATED 9-14-88.
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE
OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY
RECORDED.

THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

PROPOSED DATED: 1-8-88

SHEET 1

N. B. S. 1/4 LINE, SEC 17



LEGEND

- GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT PARKING

NOTES

BUILDINGS B, C, D & E *MUST BE BUILT*.
BUILDINGS A AND F *MAY NOT BE BUILT*.

BUILDING COORDINATES

BLDG.	COORDINATES FOR CORNERS MARKED Δ		COORDINATES FOR CORNERS MARKED ○	
	NORTH	EAST	NORTH	EAST
A	4293.79	5653.06	4303.49	5641.09
B	4332.42	5585.17	4357.92	5544.59
C	4393.73	5495.38	4425.35	5469.27
D	4468.24	5418.14	4505.29	5387.81
E	4554.37	5353.33	4594.57	5327.14
F	4652.97	5288.62	4687.69	5249.66

THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JOINER ENGINEERING, INC.
113 WEST SAVOIRE STREET
SPRING LAKE, MICHIGAN 49456



AMENDED 9-14-88

THIS SHEET PREPARED BY:

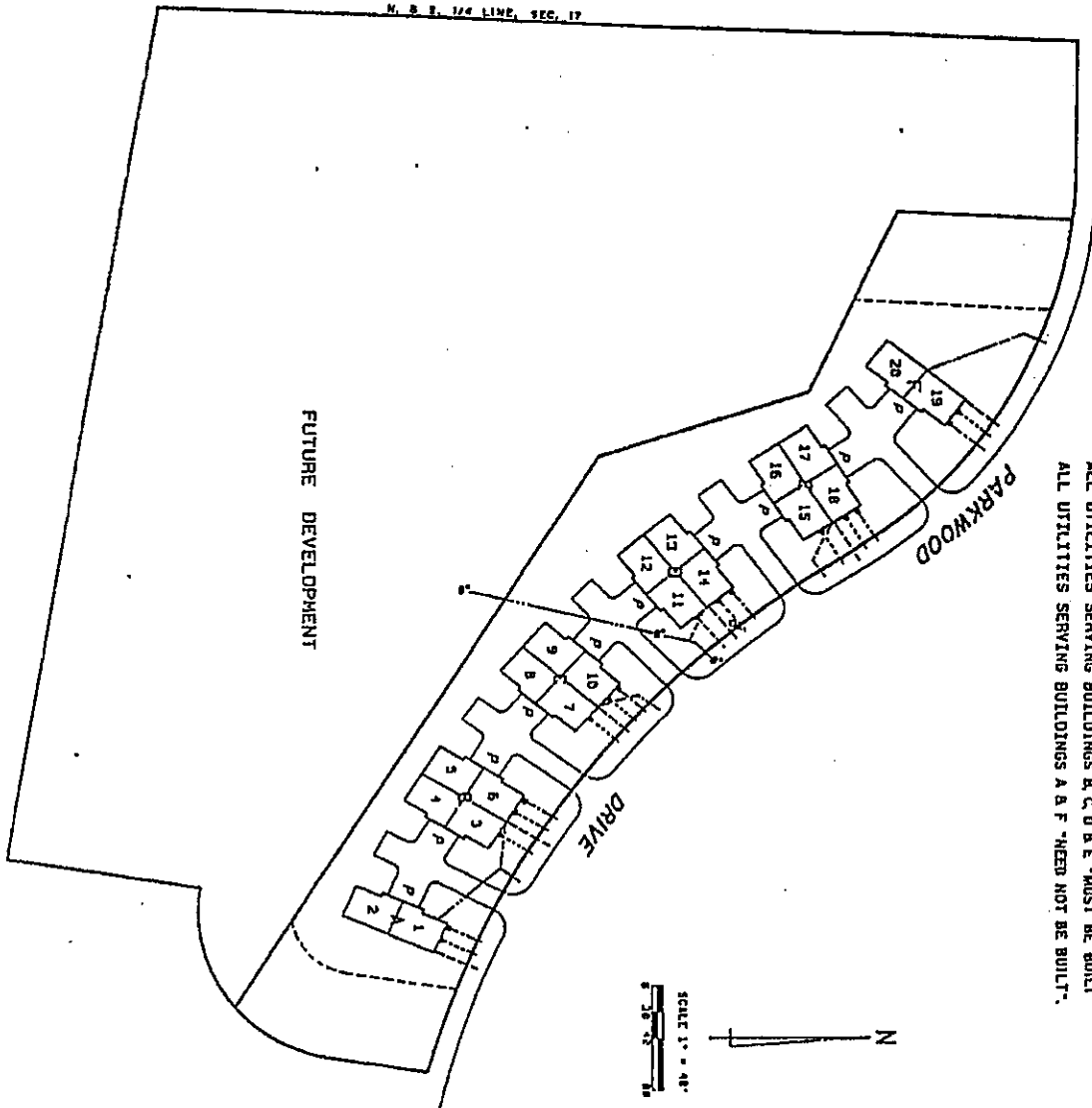
Joiner Engineering, Inc.
113 West Savoire Street
Spring Lake, Michigan 49456

HIDDEN DRIVE
CONDOMINIUMS
PROPOSED DATED 1-8-88

SITE PLAN

3

N. & E. 1/4 LINE, SEC. 17



NOTES
 BUILDINGS B, C, D & E "MUST BE BUILT".
 BUILDINGS A AND F "NEED NOT BE BUILT".
 ALL UTILITIES SERVING BUILDINGS B, C, D & E "MUST BE BUILT".
 ALL UTILITIES SERVING BUILDINGS A & F "NEED NOT BE BUILT".



UTILITY - SOURCE OF LOCATION

- SANITARY SEWER - CITY OF FARMERSBURG
- STORM SEWER - CITY OF FARMERSBURG
- WATER - NICHIGAN GAS UTILITIES CO.
- GAS - NICHIGAN BELL
- TELEPHONE - GRAND HAVEN BOARD OF LIGHT & POWER
- ELECTRIC - MUSKOGEE CABLE TV
- CABLE TELEVISION

LEGEND

- SANITARY LATERAL (C UNLESS OTHERWISE NOTED)
- STORM SEWER/LEACHING BASIN
- WATER SERVICE LATERAL (HIZ? UNLESS OTHERWISE NOTED)
- GAS SERVICE LATERAL
- ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
- DOT (SHOW) WATER METER LOCATION (IN EACH UTILITY ROOM)
- ELECTRIC METER LOCATION (1 METER FOR EACH UNIT)
- GAS METER LOCATION (2 METERS AT EACH LOCATION)

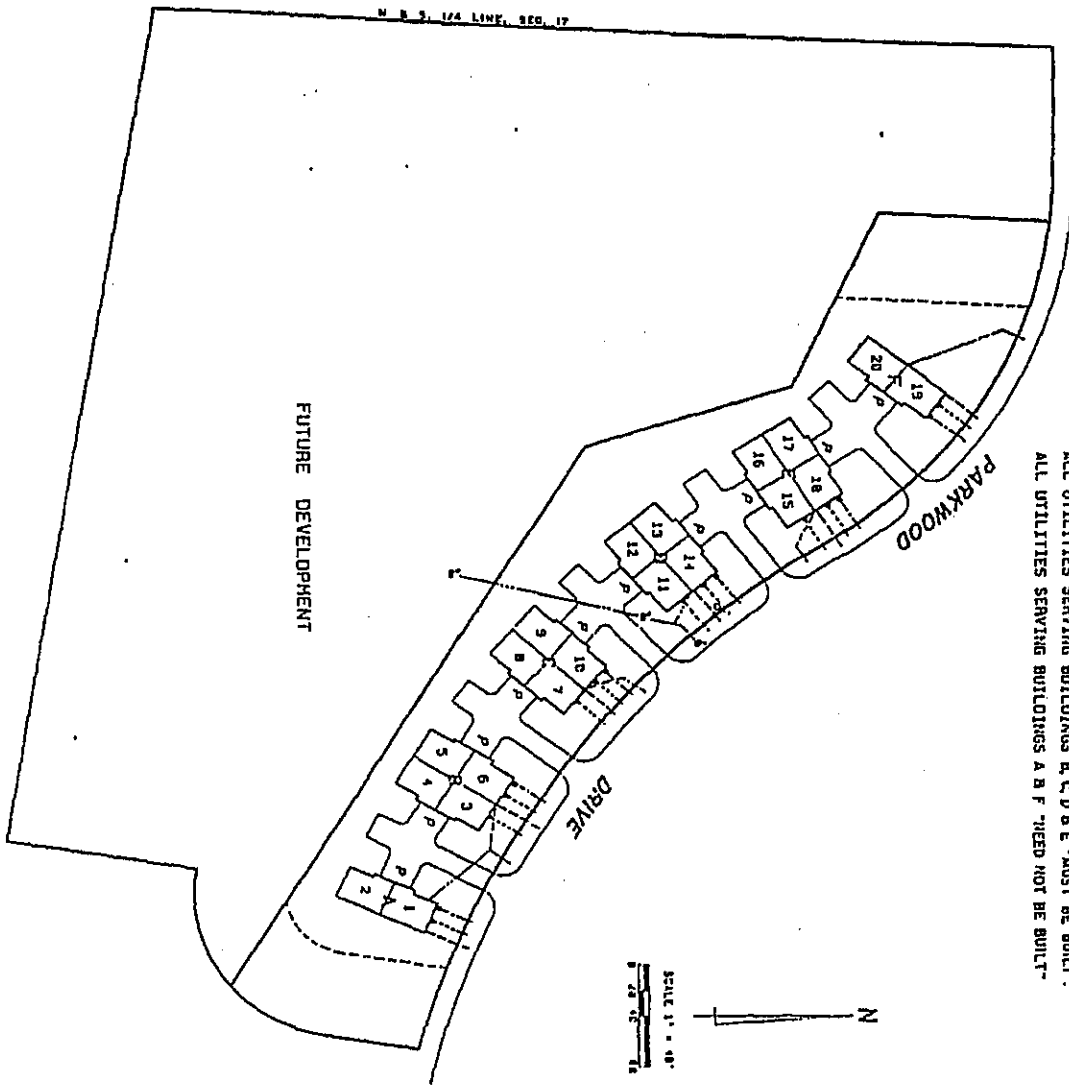
Thomas E. Joiner
 THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456



UTILITY PLAN

AMENDED 9-14-88
 THIS SHEET PREPARED BY:
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456
 HIDDEN DUNE CONDOMINIUMS
 PROPOSED DATE 01-9-88
 SHEET 4

N B S. 174 LANE, SEC. 17



NOTES
 BUILDINGS B, C, D & E MUST BE BUILT.
 BUILDINGS A AND F NEED NOT BE BUILT.
 ALL UTILITIES SERVING BUILDINGS B, C, D & E MUST BE BUILT.
 ALL UTILITIES SERVING BUILDINGS A & F NEED NOT BE BUILT.



UTILITY - SOURCE OF LOCATION

- SANITARY SEWER - CITY OF FARMERSBURG
- STORM SEWER -
- WATER -
- GAS - MICHIGAN GAS UTILITIES CO.
- TELEPHONE - MICHIGAN BELL
- ELECTRIC - GRAND HAVEN BOARD OF LIGHT & POWER
- CABLE TELEVISION - MICHIGAN CABLE TV

LEGEND

- SANITARY LATERAL (E' UNLESS OTHERWISE NOTED)
- STORM SEWER/LEACHING BASIN
- WATER SERVICE LATERAL (W' UNLESS OTHERWISE NOTED)
- GAS SERVICE LATERAL
- ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
- NOT SHOWN WATER METER LOCATION (IN EACH UTILITY ROOM)
- ELECTRIC METER LOCATION (1 METER FOR EACH UNIT)
- GAS METER LOCATION (2 METERS AT EACH LOCATION)



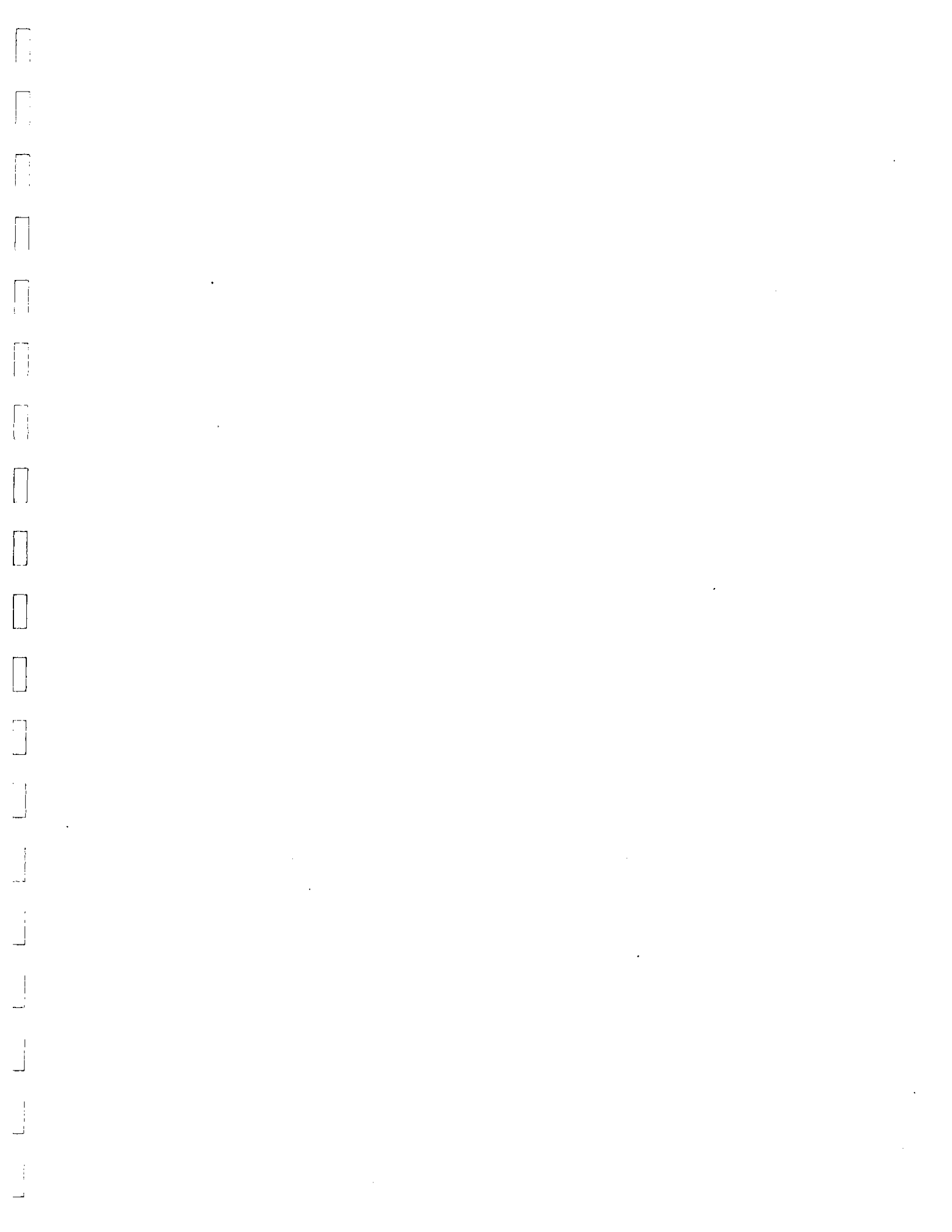
Thomas E. Joiner
 THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC.
 113 WEST SAYDORE STREET
 SPRING LAKE, MICHIGAN 49415B

AMENDED 9-14-88

THIS SHEET PREPARED BY:
 HIDDEN DUNE CONDOMINIUMS

UTILITY PLAN

PROPOSED DATE: 1-5-88	4
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SECOND AMENDMENT TO MASTER DEED OF
HIDDEN DUNES CONDOMINIUM
AND
FIRST AMENDMENT TO THE BY-LAWS OF
HIDDEN DUNES CONDOMINIUM

OCT 17 2:4 39

AL THUMB, INC., a Michigan corporation, of P.O. Box 20., Spring Lake, Michigan 49456, being the Developer of HIDDEN DUNES CONDOMINIUM, a Condominium Project established pursuant to the Master Deed thereof dated January 14, 1988 and recorded January 18, 1988 in Liber 1244 of Deeds, Pages 319 through 362, both inclusive, Ottawa County Records, and amended on September 15, 1988 in Liber 1296, Page 506, Ottawa County Records, and known as Ottawa County Condominium Subdivision Plat No. 106, hereby further amends said Master Deed pursuant to the authority reserved in paragraphs 1, 8, and 14 thereof for the purposes of converting additional units from "need not be built" status to "must be built", reallocating the percentage of value set forth in paragraph 7.(c) of said Master Deed, and for making other related and/or non-material changes. The Master Deed shall be amended in the following manner:

1. With respect to Section 1 of the Master Deed of HIDDEN DUNES CONDOMINIUM, the Developer is converting the remaining 4 units from "need not be built" to "must be built". The second full paragraph of Section 1 shall now read:

"The first section of the condominium shall consist of up to 20 units, all of which must be built. The units which may be built in any future section of this expandable project shall comply with the provisions of Section 41 and 88 of the Act, and shall be substantially identical with the units 1 thru 20 "

2. The Developer, by this amendment to the Master Deed of HIDDEN DUNES CONDOMINIUM, is establishing the Second Section (Phase) of this expandable project. The following paragraph shall be added to Section 1 of the Master Deed to follow the above-described revised second paragraph:

"The Second Section of the condominium shall consist of up to 34 units, 6 of which must be built. The remaining 28 units shall be designated as convertible area as set forth on the Subdivision Plans. In the event the Developer creates additional units in the convertible area, the right is hereby reserved to designate portions of the general common elements as limited common elements as may be necessary to conform to the scope and nature of the units 21 thru 26. The units which may be built in the convertible area in this section, or which may be built in any future

RAW/SJK 10422-000 9/28/89

section of this expandable project, shall comply with the provisions of Section 41 and 88 of the Act, and shall be substantially identical with the units 1 thru 20 and 21 thru 26. The Developer's decision to convert areas of this second section so designated shall occur not later than six (6) years from the recording of this amendment to the Master Deed."

3. Section 3 of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be revised as follows:

"3. The land on which Sections (Phases) 1 and 2 of the Project are situated and which are hereby submitted to condominium ownership pursuant to the provisions of the Act are described as follows:

PARCEL ONE:

PHASE I: Part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan described as beginning at a point on the Southerly line of Parkwood Drive that is 256.30 feet South 02 degrees, 58 minutes, 46 seconds West along the North and South 1/4 line of Section 17 and 97.39 feet South 89 degrees, 28 minutes, 47 seconds East and 34.70 feet South 86 degrees, 28 minutes, 55 seconds East of the North 1/4 corner of said Section 17; thence along a 331.78 foot radius curve to the right 303.67 feet (the long chord of said curve bears South 57 degrees, 15 minutes, 48 seconds East 293.18 feet); thence along a 652.93 foot radius curve to the left 499.60 feet (the long chord of said curve bears South 52 degrees, 57 minutes, 45 seconds East 487 50 feet); thence South 09 degrees, 17 minutes, 23 seconds West 67.36 feet; thence along a 113.00 foot radius curve to the right 80.65 feet (the long chord of said curve bears South 29 degrees, 44 minutes, 07 seconds West 78.95 feet); thence North 58 degrees, 14 minutes, 17 seconds West 486.47 feet; thence North 17 degrees, 30 minutes, 00 seconds West 154.56 feet; thence North 65 degrees, 00 minutes, 00 seconds West 145.64 feet; thence North 02 degrees, 58 minutes, 46 seconds West 122.35 feet to the point of beginning Containing 2.43 acres.

PARCEL TWO:

PHASE II: That part of the Northeast 1/4 of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the North line of North Shore Drive, which is South 02 degrees 58 minutes 46 seconds West, along the North and South 1/4 line of said Section 17, 1296.33 feet and South 89 degrees 36 minutes 11 seconds East, 400 09 feet from the North 1/4 corner of said Section 17, thence North 56 degrees 14 minutes 45 seconds East 249.36 feet, thence North 47 degrees 21 minutes 08 seconds East 123.79 feet, thence North 83 degrees 00 minutes 00 seconds East 240.00 feet, thence North

Ottawa County
Treasurer's Office
I hereby certify that there are no tax liens or other taxes due by the State or individuals on lands described in this instrument and that all taxes for the years preceding date of this instrument are paid according to records of this office. This certificate does not apply to taxes, if any now in process of collection by local unit collecting officers. And does not apply to Act 225, P.A. 1976 or Act 350, P.A. 1978. O'Brien Book, Assessments
11/11/11
83
C. A. P. 11/11/11
B. S.

29 degrees 41 minutes 01 seconds East 228.59 feet, thence along a curve to the right having a radius of 299.91 feet, an arc distance of 177.74 feet, and whose long chord bears South 16 degrees 54 minutes 02 seconds East 175.15 feet, thence South 00 degrees 04 minutes 41 seconds West 287.52 feet, thence North 89 degrees 36 minutes 11 seconds West 700.33 feet to the point of beginning. Containing 3.417 acres."

4. Section 4 of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be revised to read as follows:

"4. The 6 buildings which comprise the First Section of the Project and the building which comprises the Second Section contain a total of 26 individual units, all for residential purposes and each capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each person who shall acquire or own a unit in the Project (the "Co-Owner" thereof) shall have a particular and exclusive property right in his unit and the limited common elements appurtenant thereto, if any, and an undivided and inseparable right to share with the other Co-Owners the general common elements of this Project, as hereinafter set forth in this Master Deed."

5. Section 7(c) of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be amended to adjust the percentage ownership of the individual units which must be built and shall read as follows:

"(c) The number of each unit in this section as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each is as follows:

<u>Unit #</u>	<u>% of Value Assigned</u>	<u>Unit #</u>	<u>% of Value Assigned</u>
1	1/26	14	1/26
2	1/26	15	1/26
3	1/26	16	1/26
4	1/26	17	1/26
5	1/26	18	1/26
6	1/26	19	1/26
7	1/26	20	1/26
8	1/26	21	1/26
9	1/26	22	1/26
10	1/26	23	1/26
11	1/26	24	1/26
12	1/26	25	1/26
13	1/26	26	1/26

Total 26/26 = 100%

6. The first sentence of Section 8 the Master Deed of HIDDEN DUNES CONDOMINIUM shall be amended to read as follows:

"The Project established pursuant to this Master Deed of HIDDEN DUNES CONDOMINIUM and consisting of 20 units in the First Section (Phase) and 6 units in the Second Section (Phase), is intended to be the first and second stages of a multi-stage project to contain no more than 166 units."

7. The Condominium By-Laws, Exhibit B to the original Master Deed of HIDDEN DUNES CONDOMINIUM, shall be amended to reflect the agreement with the City of Ferrysburg regarding water service. Each building has one main valve and the units are individually metered. In the event a Co-Owner is delinquent in payment of the water charge for their unit, the Association will pay said delinquency to avoid discontinuance of service to the entire building. The delinquent Co-Owner will be assessed all sums paid on their behalf. The following paragraph shall be added as the new second paragraph (the former second paragraph will become the new third paragraph and so on) in Article II, Section 2, of the Condominium By-Laws:

"In addition, the Project through the Developer, has agreed with the City of Ferrysburg to underwrite delinquent water charges to individual units to prevent the discontinuance of service to the building containing other units. Any charges paid on behalf of a Co-Owner under such circumstances shall be thereafter assessed to said Co-Owner and treated as if it were damage to a limited common element assigned to said Co-Owner."

8. The Second Amended Sheets 1-4, 6, and 8-12 of the Condominium Subdivision Plan of HIDDEN DUNES CONDOMINIUM which specifically modify the number of units which "must be built" and provide the additional detail for the Second Section will, upon recordation of this Amendment, replace and supercede the Original Sheets 1-4 and 6, as amended, of said Condominium Subdivision Plan and said Original Sheets, as amended, shall be of no further force and effect.

9. In all other respects, other than as hereinbefore above indicated, the original Master Deed of HIDDEN DUNES CONDOMINIUM, as recorded, including the By-Laws and Condominium Subdivision Plan attached thereto as Exhibits A and B respectively, is hereby ratified and confirmed

IN WITNESS WHEREOF the Developer has executed this Second Amendment to Master Deed and First Amendment to the Condominium By-Laws of HIDDEN DUNES CONDOMINIUM this 2nd day of OCTOBER, 1989.

Signed in the presence of:

Marion Smart
Marion Smart

Signed by:

AL THUMB, INC., a Michigan corporation,

E. J. Fortenbacher
E. J. Fortenbacher

By: Jeff Fortenbacher
Its: President

By: Bradley J. Fortenbacher
Its: Treasurer

STATE OF MICHIGAN)
)
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 2nd day of October, 1989, by Jeff Fortenbacher, President, and Bradley J. Fortenbacher, Treasurer, of AL THUMB, INC., a Michigan corporation, on behalf of said corporation.

Arlene M. Palmer
Arlene M Palmer Notary Public
Ottawa County, Michigan
My Commission expires: 3-20-90

Prepared by:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417

AMENDED
OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 106
EXHIBIT B TO THE MASTER DEED OF
HIDDEN DUNE CONDOMINIUMS
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

ATTENTION COUNTY REGISTRAR 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 2

DEVELOPER:
AL THUMB, INC.
P.O. BOX 20
SPRING LAKE, MICHIGAN 49456

SURVEYOR AND ENGINEER.
JOINER ENGINEERING, INC.
113 W. SAYDGE STREET
SPRING LAKE, MICHIGAN 49456

SHEET INDEX

- ▲ 1 COVER SHEET
- ▲ 2 SURVEY PLAN
- ▲ 3 SITE PLAN - PARCEL 1
- ▲ 4 UTILITY PLAN - PARCEL 1
- ▲ 5 FLOOR PLANS - BLDG'S B, C, D & E
- ▲ 6 FLOOR PLANS - BLDG'S A & F
- ▲ 7 BUILDING SECTIONS - BLDG'S A THRU F
- ▲ 8 SITE PLAN - PARCEL 2
- ▲ 9 UTILITY PLAN - PARCEL 2
- ▲ 10 FLOOR PLANS - BLDG'S G, J & L
- ▲ 11 FLOOR PLANS - BLDG'S H, I, K & H
- ▲ 12 BUILDING SECTIONS - BLDG'S G THRU H

PROPERTY DESCRIPTION - PARCEL 1

PART OF THE NORTHEAST 1/4 OF SECTION 17 TOWN 8 NORTH ALONG 18 WEST CITY OF FERRYSBURG OTTAWA COUNTY MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARKWOOD DRIVE THAT IS 236.50 FEET SOUTH 02 DEGREES 58 MINUTES 46 SECONDS WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 17 AND 87.23 FEET SOUTH 88 DEGREES 28 MINUTES 47 SECONDS EAST AND 34.70 FEET SOUTH 88 DEGREES 28 MINUTES 47 SECONDS EAST OF THE NORTH 1/4 CORNER OF SAID SECTION 17 THENCE ALONG A 321.78 FOOT RADIAL CURVE 57 DEGREES 13 MINUTES 48 SECONDS EAST 290.18 FEET, THENCE ALONG A 832.50 FOOT RADIAL CURVE TO THE LEFT 483.80 FEET (THE LONG CHORD OF SAID CURVE BEING SOUTH 52 DEGREES 17 MINUTES 45 SECONDS EAST 987.20 FEET), THENCE SOUTH 52 DEGREES 17 MINUTES 45 SECONDS WEST 67.20 FEET, THENCE ALONG A 341.00 FOOT RADIAL CURVE TO THE RIGHT 60.63 FEET (THE LONG CHORD OF SAID CURVE BEING SOUTH 29 DEGREES 14 MINUTES 44 MINUTES 07 SECONDS WEST 78.50 FEET), THENCE NORTH 58 DEGREES 14 MINUTES 17 SECONDS WEST 485.47 FEET THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 134.56 FEET THENCE NORTH 02 DEGREES 08 MINUTES 46 SECONDS WEST 122.02 FEET TO THE POINT OF BEGINNING CONTAINING 2.239 ACRES

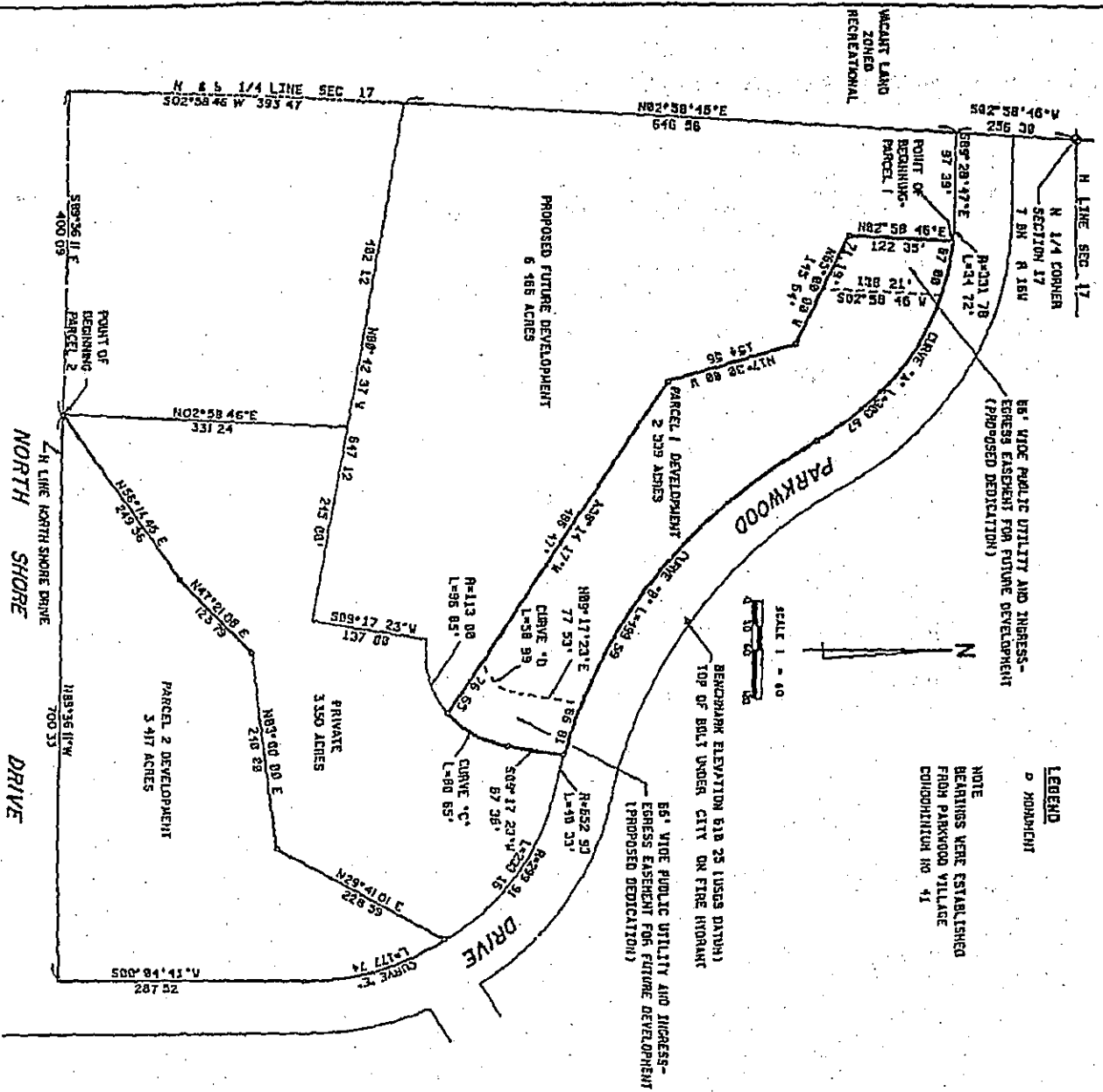
PROPERTY DESCRIPTION - PARCEL 2

PART OF THE NORTHEAST 1/4 OF SECTION 17 TOWN 8 NORTH RANGE 16 WEST CITY OF FERRYSBURG OTTAWA COUNTY MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF NORTH SHORE DRIVE WHICH IS SOUTH 02 DEGREES 58 MINUTES 46 SECONDS WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 17 1259.32 FEET AND SOUTH 88 DEGREES 28 MINUTES 47 SECONDS EAST 400.03 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 17 THENCE NORTH 47 DEGREES 21 MINUTES 07 SECONDS EAST 122.78 FEET THENCE NORTH 83 DEGREES 01 MINUTES 07 SECONDS EAST 310.00 FEET THENCE NORTH 28 DEGREES 41 MINUTES 01 SECONDS EAST 228.59 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 259.91 FEET AN ARC DISTANCE OF 177.74 FEET AND WHOSE LONG CHORD BEING SOUTH 16 DEGREES 51 MINUTES 02 SECONDS EAST 173.13 FEET THENCE SOUTH 02 DEGREES 08 MINUTES 46 SECONDS WEST 287.52 FEET THENCE NORTH 83 DEGREES 01 MINUTES 07 SECONDS WEST 700.33 FEET TO THE POINT OF BEGINNING CONTAINING 3.417 ACRES



THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 184935
JOINER ENGINEERING, INC.
113 WEST SAYDGE STREET
SPRING LAKE, MICHIGAN 49456

THE SYMBOL AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR NEW SHEETS DATED AS INDICATED THERE WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.
9-14-88 Δ 5-22-85
PROPOSED DATED 1-8-88 SHEET 1



VACANT LAND ZONED RECREATIONAL

BE' WIDE PUBLIC UTILITY AND IMPROVEMENT EGRESS EASEMENT FOR FUTURE DEVELOPMENT (PROPOSED DEDICATION)

BE' WIDE PUBLIC UTILITY AND IMPROVEMENT EGRESS EASEMENT FOR FUTURE DEVELOPMENT (PROPOSED DEDICATION)

LEGEND
 D HOBBLENT
 NOTE
 BEARINGS WERE ESTABLISHED FROM PARKWOOD VILLAGE CONDOMINIUM NO 41

SCALE 1" = 40'

BENCHMARK ELEVATION 618.25 (USGS DATUM)
 TOP OF BOLT UNDER CITY OR FIRE DEPARTMENT

SURVEYOR'S CERTIFICATE

I, THOMAS E. JOINER REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY:
 THAT THE SURVEYOR'S PLAN NUMBER AS OBTAIN COUNTY CONDOMINIUM SUBDIVISION PLAN NO 106 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 HOBBLENTS AND TOWN MARKERS HAVE BEEN LOCATED IN THE MANNER AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978
 THAT THE BEARINGS AND SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978



THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC.
 113 LEAT SVAVIDGE STREET
 SPRING LAKE MICHIGAN 49456

CURVE DATA

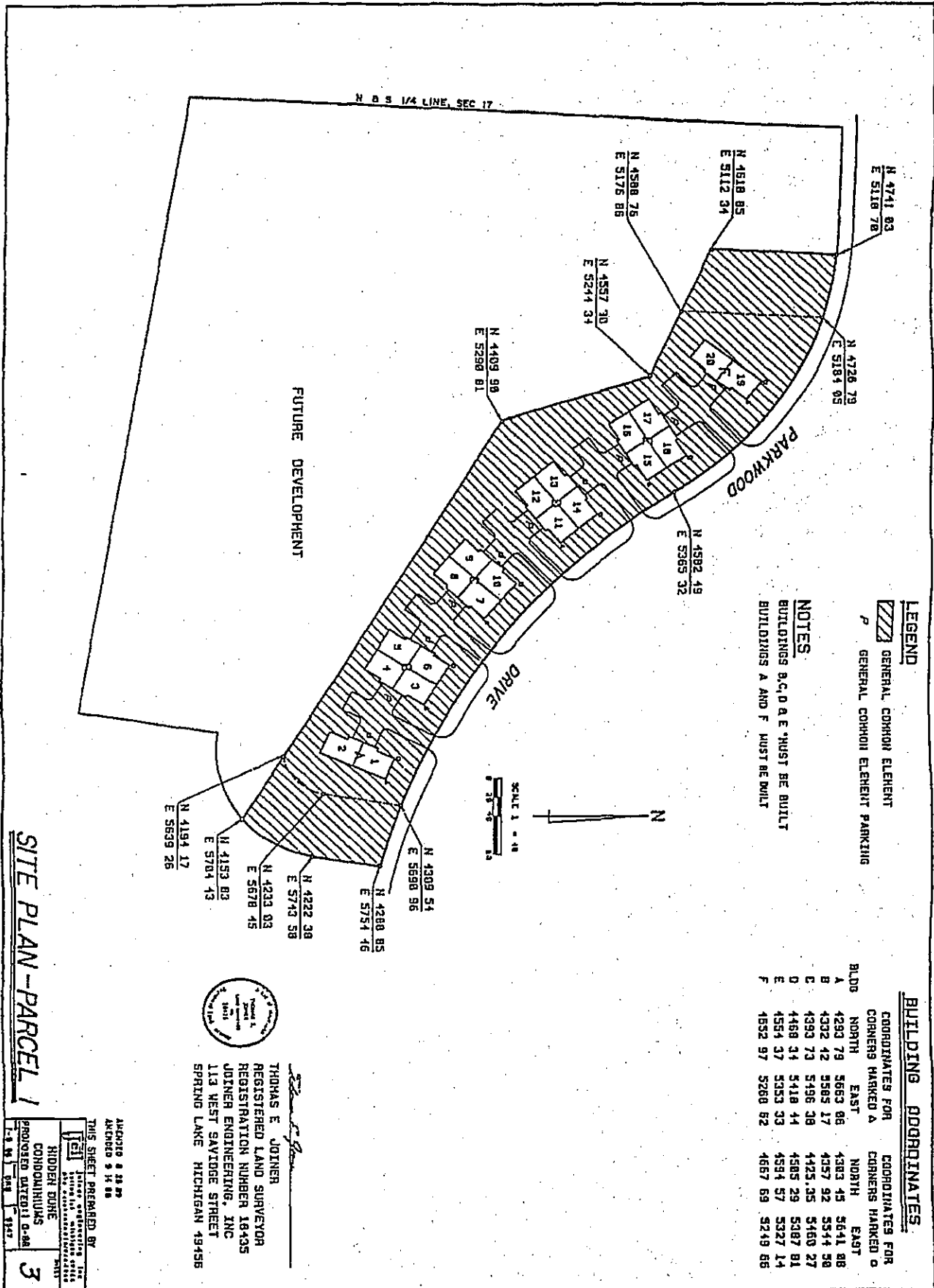
CURVE	RADIUS	CENTRAL ANGLE	LONG CHORD BEARING & LENGTH
A	331.78	52°26'31"	9 57°13'48"E 293.18'
B	632.93	43°50'25"	8 52°57'49"E 487.92'
C	113.00	40°53'29"	9 29°44'02"W 78.93'
D	47.00	71°54'25"	N 43°14'33"E 33.19'
E	299.91	33°57'24"	S 16°54'02"E 173.15'



SURVEY PLAN

THIS SHEET PREPARED BY
 HIDDEN DUNE
 CONDOMINIUMS
 PROPOSED DATED 1.8.88

AMENDED 8-28 83



LEGEND

- GENERAL COMMON ELEMENT
- GENERAL COMMON ELEMENT PARKING

NOTES

BUILDINGS B,C,D & E MUST BE BUILT
BUILDINGS A AND F MUST BE WUILT

BUILDING COORDINATES

BLDG	COORDINATES FOR CORNERS MARKED A		COORDINATES FOR CORNERS MARKED C	
	NORTH	EAST	NORTH	EAST
A	4293 79	5663 86	4383 45	5641 88
B	4332 42	5385 17	4357 92	5544 58
C	4393 73	5496 38	4425.35	5480 27
D	4468 34	5418 44	4585 29	5387 81
E	4554 37	5353 33	4584 57	5327 14
F	4652 97	5268 82	4667 69	5249 88



THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE MICHIGAN 49456

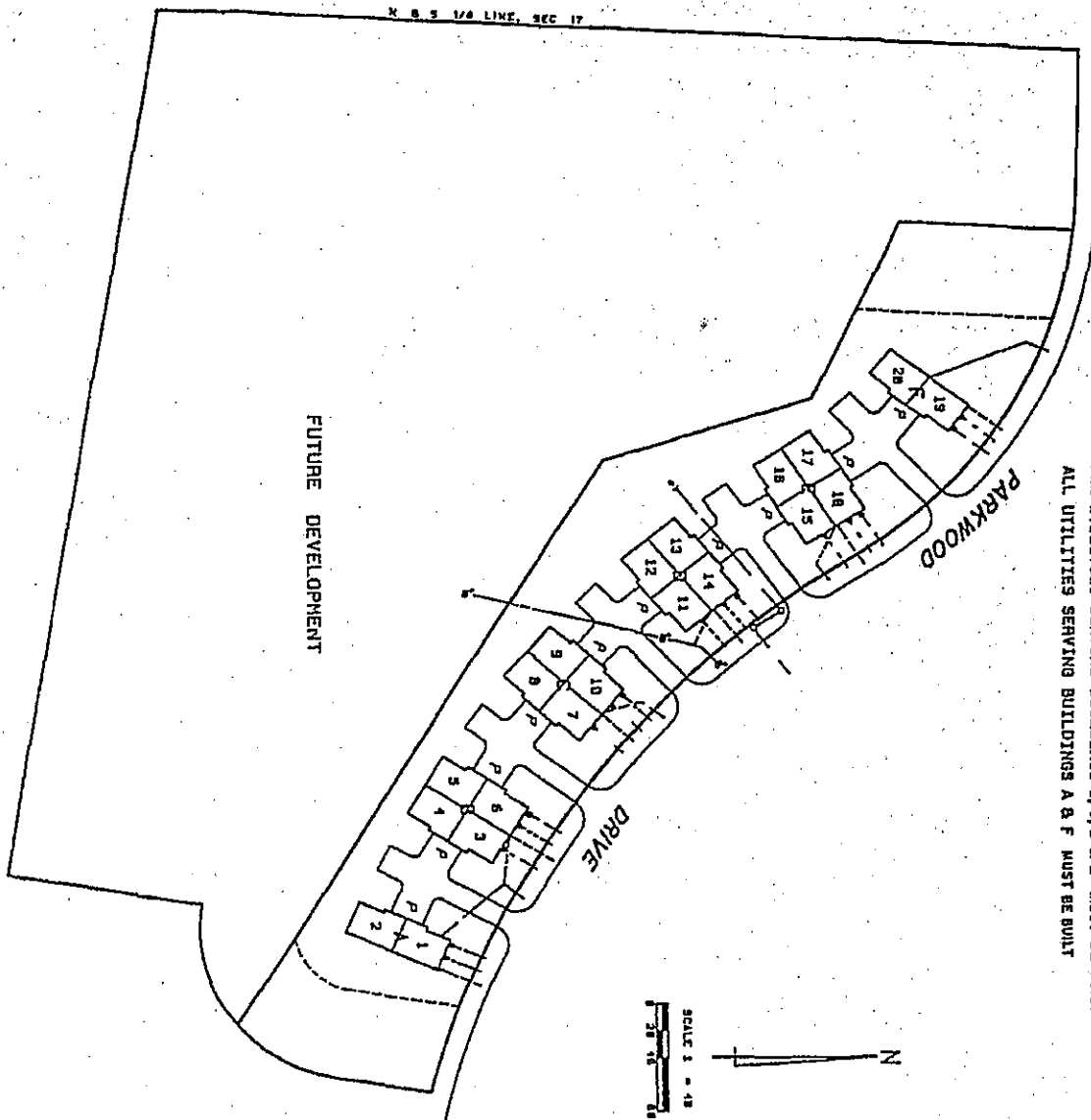
ARCHDRO 8 28 89
ARCHDRO 9 14 88

THIS SHEET PREPARED BY
 HELLER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE MICHIGAN 49456

SITE PLAN - PARCEL 1

HODDER DORR
CONDOMINIUMS
PROJECTED DATED 11-8-88

3




NOTES
 BUILDINGS B, C, D & E MUST BE BUILT.
 BUILDINGS A AND F MUST BE BUILT.
 ALL UTILITIES SERVING BUILDINGS B, C, D & E MUST BE BUILT.
 ALL UTILITIES SERVING BUILDINGS A & F MUST BE BUILT.

UTILITY SOURCE OF LOCATION


SANITARY SEWER	CITY OF PENNSYLVANIA
STORM SEWER	
WATER	HIGHWAY GAS UTILITIES CO
GAS	HIGHWAY BELL
TELEPHONE	GRAND HAVEN BOARD OF LIGHT & POWER
ELECTRIC	MUSKOGON CABLE TV
CABLE TELEVISION	

LEGEND

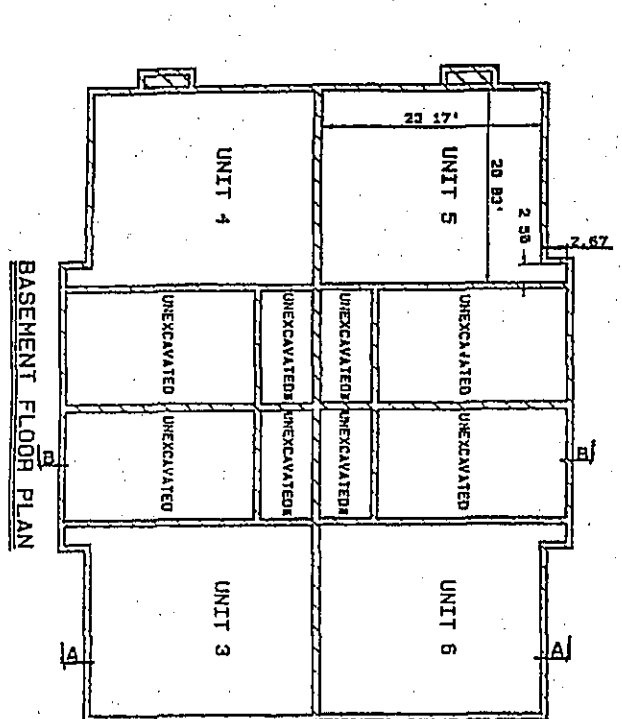
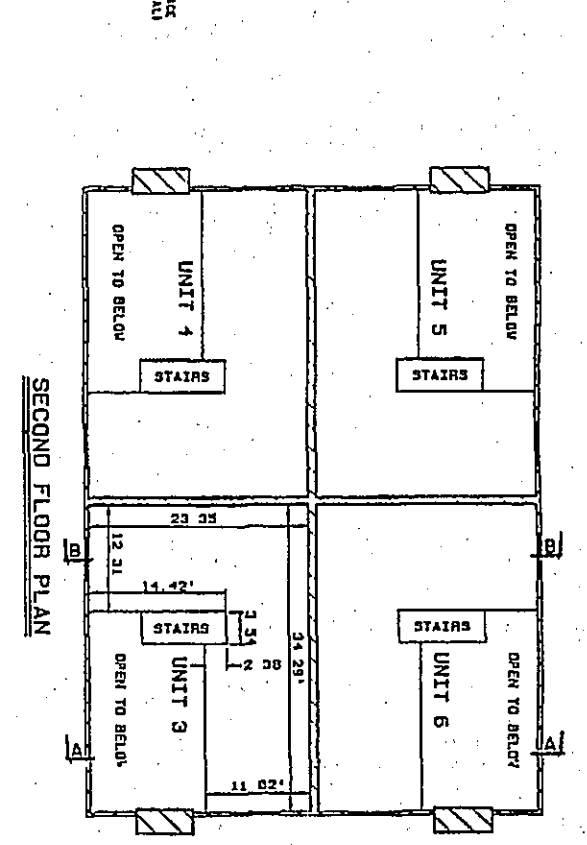
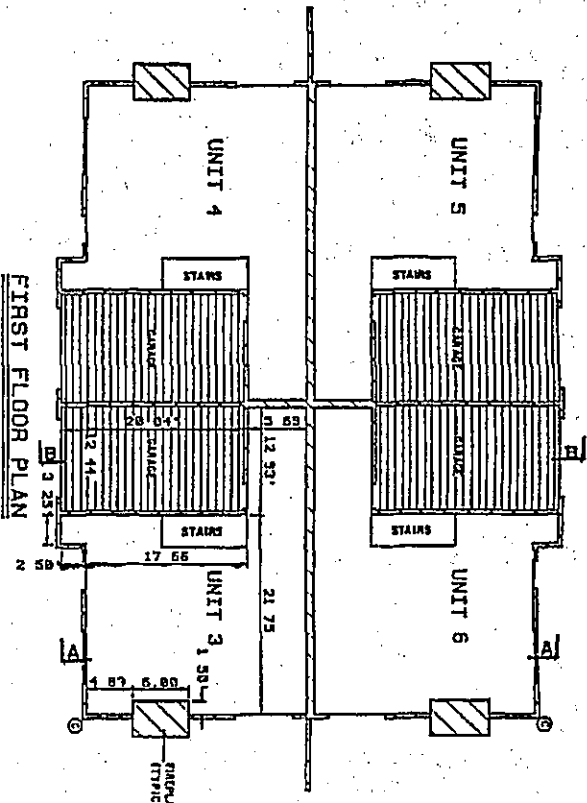
- SANITARY LATERAL (6" UNLESS OTHERWISE NOTED)
- STORM SEWER
- WATER SERVICE LATERAL (1 1/2" UNLESS OTHERWISE NOTED)
- GAS SERVICE LATERAL
- ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
- (NOT SHOWN) WATER METER LOCATION (IN EACH UTILITY ROOM)
- ELECTRIC METER LOCATION (1 METER FOR EACH UNIT)
- GAS METER LOCATION (2 METERS AT EACH LOCATION)


THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC.
 113 WEST SAVOIEGE STREET
 SPRING LAKE, MICHIGAN 49456

UTILITY PLAN - PARCEL 1

THIS SHEET PREPARED BY:
 **Joiner Engineering, Inc.**
 113 West Savoye Street
 Spring Lake, Michigan 49456
 CONDOMINIUMS
 PROPOSED DATE 12-88
 SHEET NO. 4

AMENDED 8-28 89
 AMENDED 9-14 88



* THIS AREA IS EXCAVATED AND PART OF THE LIVING AREA IN BUILDING B ONLY



UNIT	RESIDENT	FIRST FLOOR	SECOND FLOOR
3	538 SQ FT	540 SQ FT	572 SQ FT
4	•	•	•
5	•	•	•
6	488 SQ FT	•	•
7	•	•	•
8	•	•	•
9	•	•	•
10	•	•	•
11	•	•	•
12	•	•	•
13	•	•	•
14	•	•	•
15	•	•	•
16	•	•	•
17	•	•	•
18	•	•	•

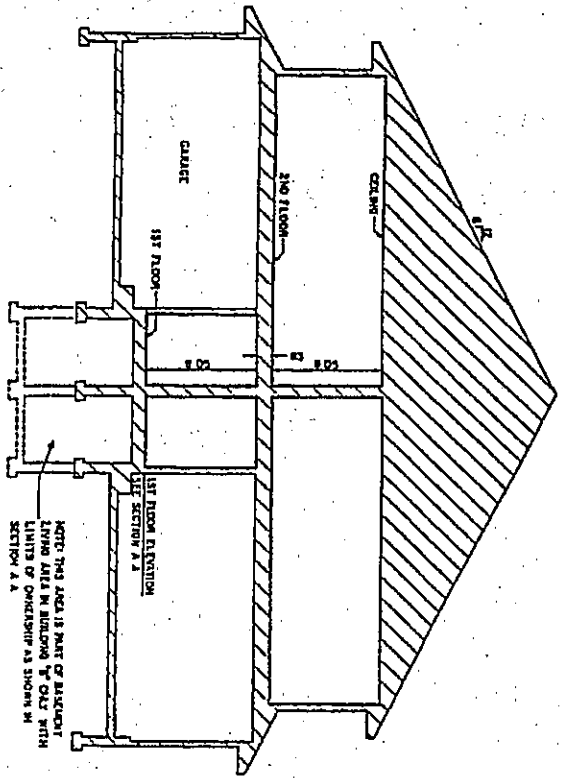
- NOTES
1. OUTSIDE WALLS ARE 8" X 8" UNLESS OTHERWISE NOTED
 2. PARTY WALLS ARE 6" X 8" UNLESS OTHERWISE NOTED
 3. DIMENSIONS UNLESS NOTED TO BE TO EACH OTHER UNLESS OTHERWISE NOTED
- LEGEND
- ▨ GENERAL COMMON ELEMENT
 - ▩ LIMITED COMMON ELEMENT
 - LIMITS OF CONDOMINIUM
 - ⊙ CONDOMINIUM LOCATION



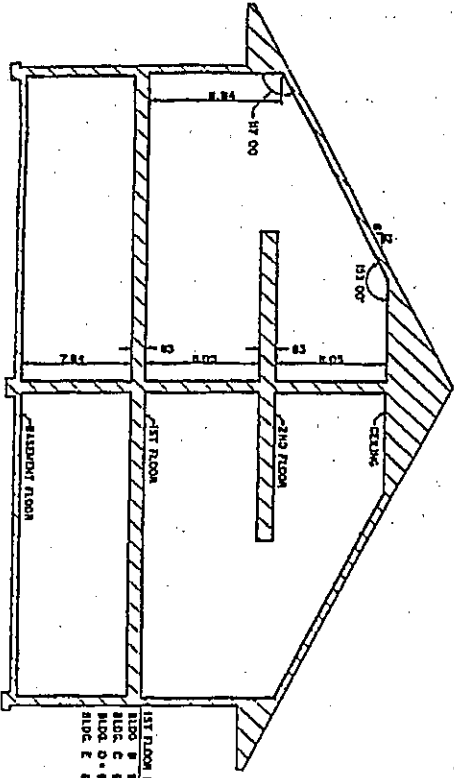
THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18133
 JOINER ENGINEERING, INC.
 113 WEST SAVIORE STREET
 SPRING LAKE, MICHIGAN 49156

FLOOR PLANS - BLDG'S B, C, D & E

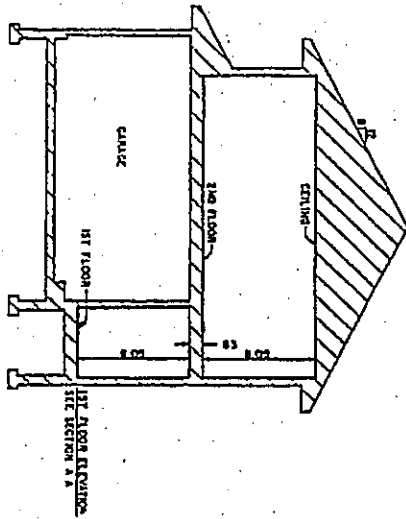
THIS SHEET PREPARED BY
 HIDDEN DUNE CONDOMINIUMS
 PROJECT
 5



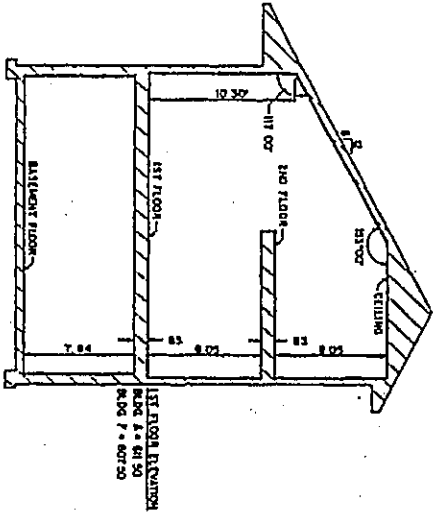
4 PLEX SECTION B-B



4 PLEX SECTION A-A



DUPLEX SECTION B-B



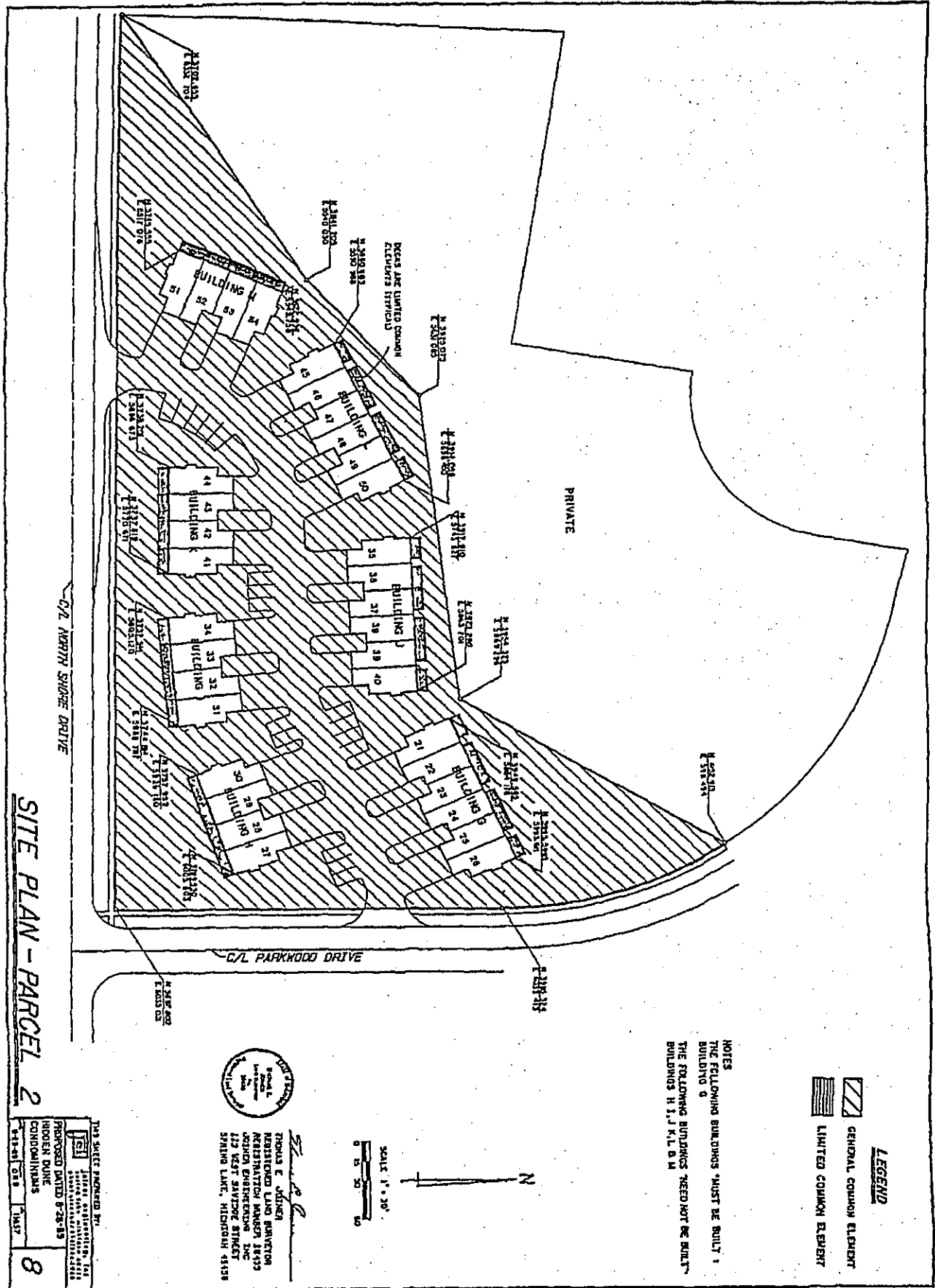
DUPLEX SECTION A-A

BUILDING SECTIONS - BLDG'S A THRU F

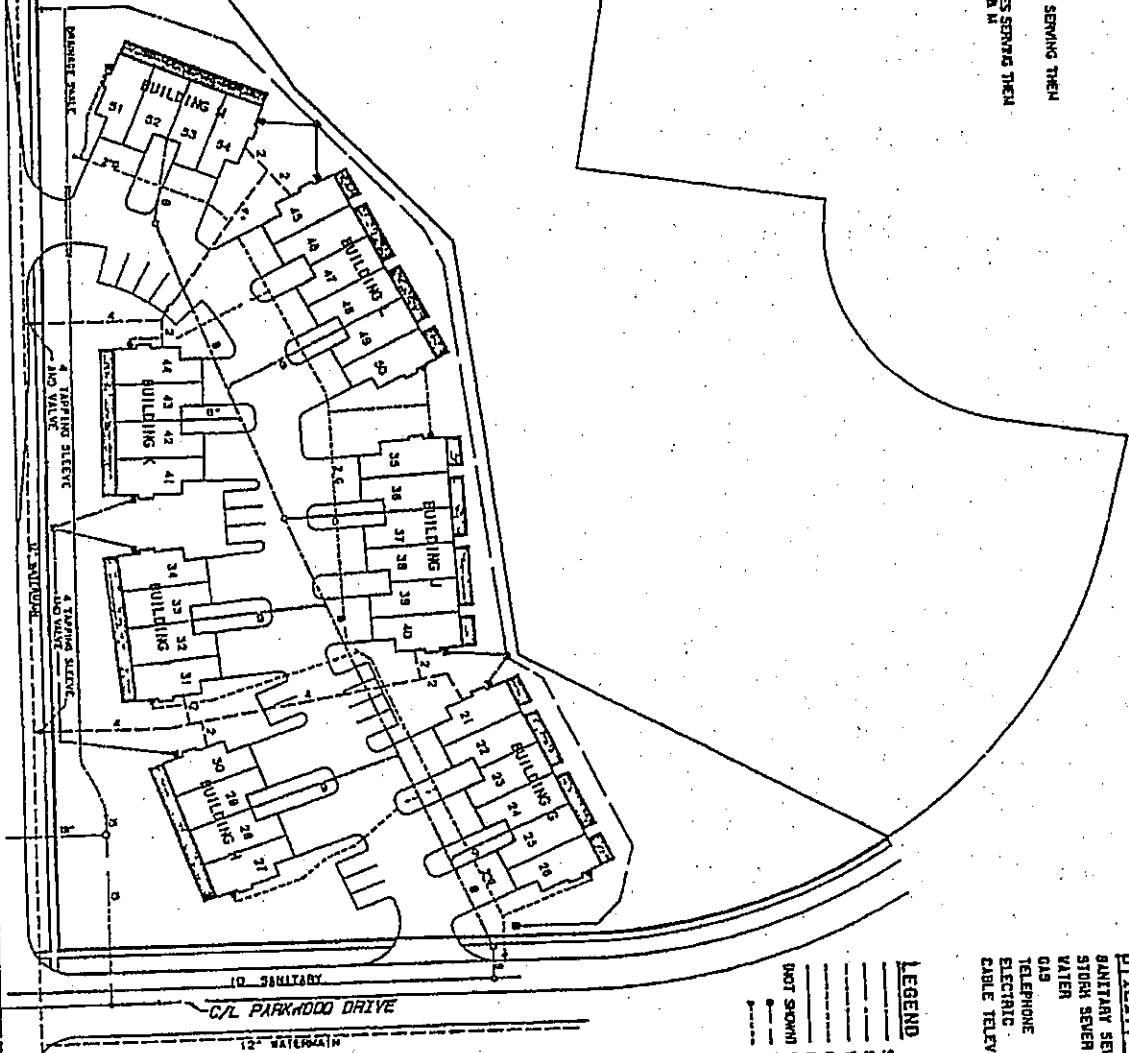
THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18435
 JOINER ENGINEERING, INC
 113 WEST SAVOIE STREET
 SPRING LAKE, MICHIGAN 49456



DESIGNED BY: THOMAS E. JOINER
 THIS SHEET PREPARED BY:
 HIDDEN GUNNE
 CONDOMINIUMS
 PROPOSED DATED 11-8-88
 SHEET 7



NOTES:
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM
 MUST BE BUILT BLDG G
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM
 NEED NOT BE BUILT: BLDGS H, I, J, K, L, A, M



UTILITY SOURCE OF LOCATION

- CITY OF FERRISBURG
- NICHIGAN GAS UTILITIES CO
- GRAND HAVEN BOARD OF LIGHT & POWER
- MICHIGAN CABLE TV

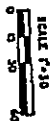
LEGEND

- SANITARY LATERAL (6" UNLESS OTHERWISE NOTED)
- STORM SEWER
- WATER SERVICE LATERAL (2" UNLESS OTHERWISE NOTED)
- GAS SERVICE LATERAL
- ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
- WATER METER LOCATION (IN EACH BASEMENT)
- ELECTRIC METER LOCATION (1 METER FOR EACH UNIT)
- GAS METER LOCATION (1 METER FOR EACH UNIT)

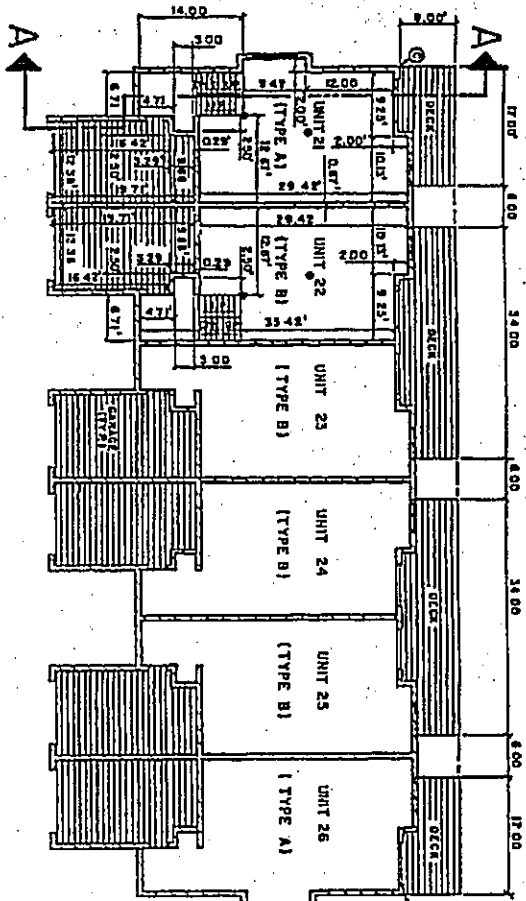
UTILITY PLAN-PARCEL 2



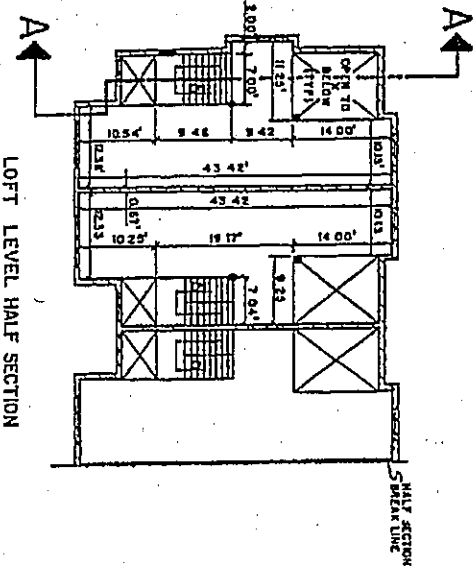
THOMAS E. ALLEN
 REGISTERED PROFESSIONAL ENGINEER
 NO. 1123 STATE OF MICHIGAN
 112 WEST SLYDERS STREET
 GRAND LANE, MICHIGAN 48828



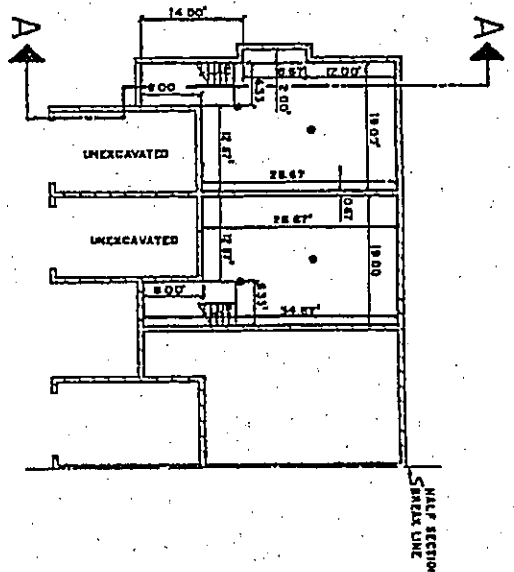
NOT SCALE DRAWING BY
 JERRY STANTON
 PROPOSED DATED 8-28-79
 HODDER DAINE
 CORCORAN/LLS
 1157



1ST LEVEL



LOFT LEVEL HALF SECTION



BASEMENT HALF SECTION

NOTES
 THE FOLLOWING BUILDINGS MUST BE BUILT:
 BUILDING G
 THE FOLLOWING BUILDINGS NEED NOT BE BUILT:
 BUILDINGS H I J K L B M

LEGEND

- GENERAL COMMON ELEMENT (G)
- LIMITED COMMON ELEMENT (L)
- LIMITS OF OWNERSHIP
- OWNERSHIP LINES ARE 80" TO EXTERIOR WALLS UNLESS OTHERWISE NOTED.
- EXTERIOR WALLS ARE 8-48 THICK UNLESS OTHERWISE NOTED.
- COORDINATE LOCATION
- 8-28 DIAPHRAGM STEEL COLUMN (C)

UNIT AREA	TYPE	TYPE
31	0	0
32	0	0
33	0	0
34	0	0
35	0	0
36	0	0
37	0	0
38	0	0
39	0	0
40	0	0
41	0	0
42	0	0
43	0	0
44	0	0
45	0	0
46	0	0
47	0	0
48	0	0
49	0	0
50	0	0

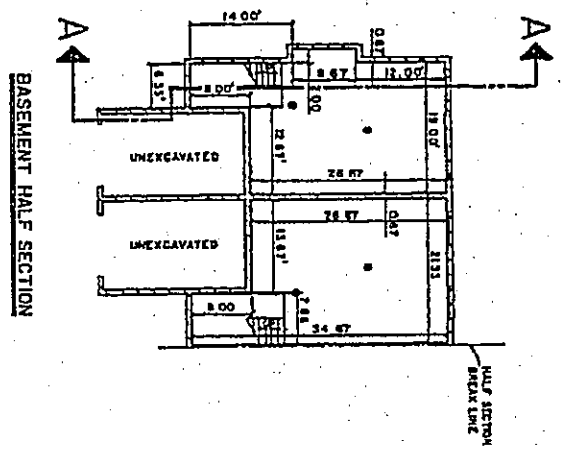
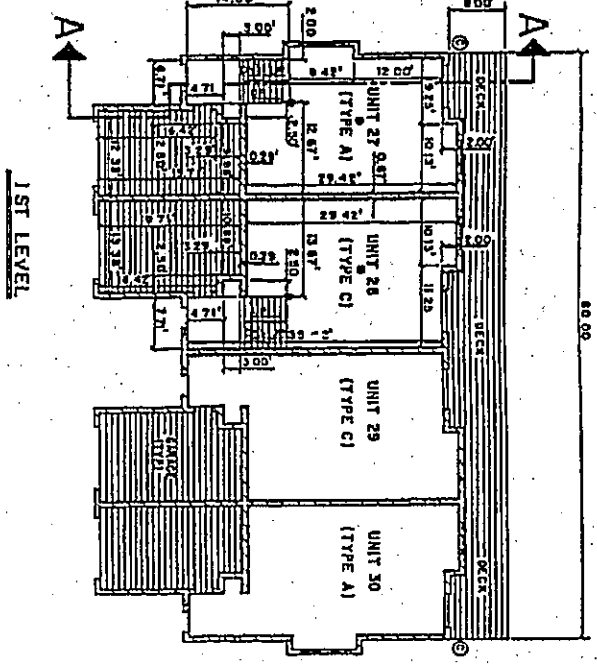
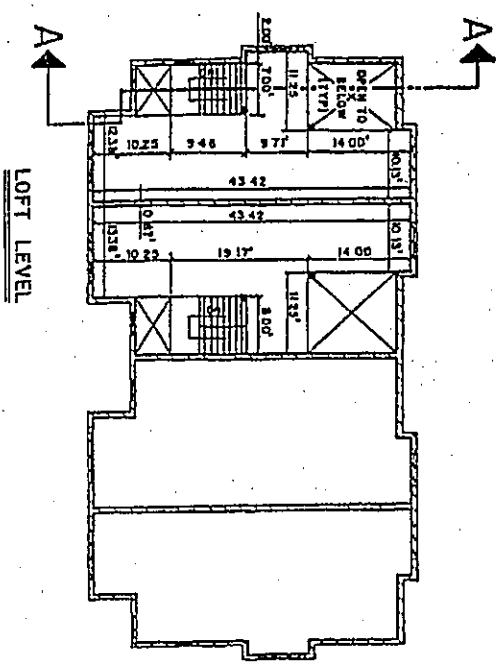
FLOOR PLANS-BLDG'S G,J,B,L



THOMAS E. JANSEN
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 16432
 JOYNER ENGINEERING, INC.
 113 WEST SAUVAGE STREET
 SPRING LAKE MICHIGAN 49455

THIS SHEET PREPARED BY:

 JOYNER ENGINEERING, INC.
 113 WEST SAUVAGE STREET
 SPRING LAKE, MICHIGAN 49455
 PROPOSED DATE: 06-28-83
 HIDDEN DUNE CONDOMINIUMS
 10



NOTES
 THE FOLLOWING BUILDINGS MUST BE BUILT
 THE BUILDING 6
 THE FOLLOWING BUILDINGS NEED NOT BE BUILT
 BUILDINGS H I J K L M

FLOOR PLANS-BLDG'S H,I,K&M

UNIT AREA	TYPE	TYPE
BASEMENT	STAT	10.00
1ST LEVEL	SOLID	10.00
LOFT LEVEL	SOLID	10.00
TOTAL		30.00

EXTERIOR WALLS ARE 0.45" THICK UNLESS OTHERWISE NOTED.

LEGEND

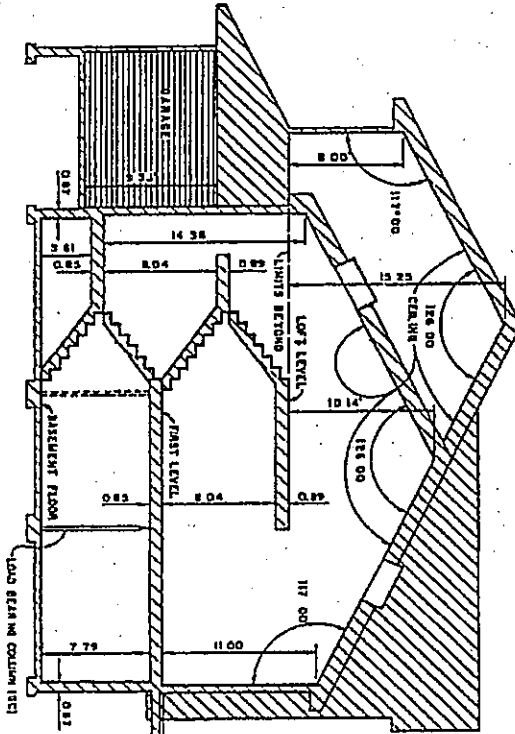
- GENERAL COMMON ELEMENTS (C)
- LIMITED COMMON ELEMENTS (L)
- LIMITS OF OWNERSHIP
- CONTRIBUTION LINES ARE 3/8" TO EACH OWNER UNLESS OTHERWISE NOTED.
- COMMODORATE LOCATION
- 0.075 DIAMETER STEEL COLUMN (CCL)



THOMAS E. JOLINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 13423
 JOLINER ENGINEERING INC.
 113 WEST SAVOIR STREET
 SPRING LAKE, MICHIGAN 49455

THIS SHEET PREPARED BY:
 JOLINER ENGINEERING INC.
 113 WEST SAVOIR STREET
 SPRING LAKE, MICHIGAN 49455
 PROCEED DATED: 8-28-85
 HIDDEN DUNE
 CONDOMINIUMS
 11

SECTION A-A



FIRST FLOOR ELEVATION
 SLOPE 8.53' 608.33
 SLOPE 1' 609.10
 M.C.C. NO. 8041 605.00

BUILDING SECTIONS - BLDG'S G THRU M

LEGEND

- GENERAL COMMON ELEMENT (G)
 - LIMITED COMMON ELEMENT (L)
 - LIMITS OF OWNERSHIP
- OWNER'S LINES ARE NOT TO BE CONSIDERED AS PART OF THE BUILDING WALLS AND ARE TO BE CONSIDERED OTHERWISE NOTED



NOTES
 THE FOLLOWING BUILDINGS MUST BE BUILT:
 BUILDING G
 THE FOLLOWING BUILDINGS NEED NOT BE BUILT:
 BUILDINGS H I J K L & M



DONALD E. JONES
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18425
 JONES ENGINEERING, INC.
 112 WEST SLYMORE STREET
 SPRING LAKE MICHIGAN 49356

THIS SHEET PREPARED BY:

JONES ENGINEERING, INC.
 112 WEST SLYMORE STREET
 SPRING LAKE, MICHIGAN 49356

PROPOSED DATED 8/20/89
 HIDDEN DUNE
 COMMONHILLS
 818-481-7100 11837



THIRD AMENDMENT TO MASTER DEED OF
HIDDEN DUNES CONDOMINIUM

1989-01-13-05

AL THUMB, INC., a Michigan Corporation, of P.O. Box 20., Spring Lake, Michigan 49456, being the Developer of HIDDEN DUNES CONDOMINIUM, a Condominium Project established pursuant to the Master Deed thereof dated January 14, 1988 and recorded January 18, 1988 in Liber 1244 of Deeds, Pages 319 through 362, both inclusive, Ottawa County Records, and amended on September 15, 1988 in Liber 1296, Page 506, and on October 2, 1989 in Liber 1367, Page 395, Ottawa County Records, and known as Ottawa County Condominium Subdivision Plat No. 106, hereby further amends said Master Deed pursuant to the authority reserved in paragraphs 1, 8, and 14 thereof for the purposes of converting additional units from "need not be built" status to "must be built", reallocating the percentage of value set forth in paragraph 7.(c) of said Master Deed, and for making other related and/or non-material changes. The Master Deed shall be amended in the following manner:

1. The Developer, by this Amendment, is converting eight (8) additional units in the Second Section of the Project, those numbered 27 through 34, as shown on the Subdivision Plans, so that the total of 14 units number 21 through 34 must be built. Units 41 through 54 need not be built.

2. Section 4 of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be revised to read as follows:

"4. The 6 buildings which comprise the First Section of the Project and the three (3) buildings which comprise the Second Section contain a total of 34 individual units, all for residential purposes and each capable of individual utilization by reason of having its own entrance from and exit to a common element of the Project. Each person who shall acquire or own a unit in the Project (the "Co-Owner" thereof) shall have a particular and exclusive property right in his unit and the limited common elements appurtenant thereto, if any, and an undivided and inseparable right to share with the other Co-Owners the general common elements of this Project, as hereinafter set forth in this Master Deed."

3. Section 7(c) of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be amended to adjust the percentage ownership of the individual units which must be built and shall read as follows:

RAW/sjk 10422-000 2/13/90

*(c) The number of each unit in this section as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each is as follows:

<u>Unit #</u>	<u>% of Value Assigned</u>	<u>Unit #</u>	<u>% of Value Assigned</u>
1	1/34	18	1/34
2	1/34	19	1/34
3	1/34	20	1/34
4	1/34	21	1/34
5	1/34	22	1/34
6	1/34	23	1/34
7	1/34	24	1/34
8	1/34	25	1/34
9	1/34	26	1/34
10	1/34	27	1/34
11	1/34	28	1/34
12	1/34	29	1/34
13	1/34	30	1/34
14	1/34	31	1/34
15	1/34	32	1/34
16	1/34	33	1/34
17	1/34	34	1/34

Total 34/34 = 100%

4. The first sentence of Section 8 of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be amended to read as follows:

"The Project established pursuant to this Master Deed of HIDDEN DUNES CONDOMINIUM and consisting of 20 units in the First Section (Phase) and 14 units in the Second Section (Phase), is intended to be the first and second stages of a multi-stage project to contain no more than 166 units."

5. Amended Sheets 8 through 12 of the Condominium Subdivision Plan of HIDDEN DUNES CONDOMINIUM which specifically modify the number of units which "must be built" and provide the additional detail for the Second Section will, upon recordation of this Amendment, replace and supercede the Original Sheets 8 through 12 of said Condominium Subdivision Plan and said Original Sheets shall be of no further force and effect.

6. In all other respects, other than as hereinbefore above indicated, the original Master Deed of HIDDEN DUNES CONDOMINIUM, as amended and recorded, including the By-Laws and Condominium Subdivision Plan attached thereto as Exhibits A and B respectively, is hereby ratified and confirmed.

IN WITNESS WHEREOF the Developer has executed this Second Amendment to Master Deed and First Amendment to the Condominium

By-Laws of HIDDEN DUNES CONDOMINIUM this 19th day of February, 1990.

Signed in the presence of:

Randall Allen White
Randall Allen White
Susan J. Kalsbeek
Susan J. Kalsbeek

Signed by:

AL THUMB, INC., a Michigan Corporation

By: Jeff Fortenbacher
Its: President

By: Bradley J. Fortenbacher
Its: Treasurer

STATE OF MICHIGAN)
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 19th day of February, 1990, by Jeff Fortenbacher, President, and Bradley J. Fortenbacher, Treasurer, of AL THUMB, INC., a Michigan corporation, on behalf of said corporation.

Susan J. Kalsbeek
Susan J. Kalsbeek, Notary Public
Ottawa County, Michigan
My Commission expires: 9/5/90

Prepared by:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417

ADDENDUM TO MORTGAGE BETWEEN AL THUMB, INC.,
A MICHIGAN CORPORATION, AS MORTGAGOR,
AND OLD KENT BANK OF GRAND HAVEN, A CORPORATION,
AS MORTGAGEE, DATED: February 19, 1990

CONSENT TO CONDOMINIUM AND
RELEASE PROVISIONS

FOR VALUABLE CONSIDERATION, the nature and sufficiency of which is hereby acknowledged, the Mortgagee, Old Kent Bank of Grand Haven, a Michigan banking corporation, whose offices are located at 233 Washington Street, Grand Haven, Michigan 49417, as a secured party by virtue of Mortgages recorded in Liber 1270, Page 513, and Liber 1345, Page 503, Ottawa County Records, hereby agrees and consents that the Mortgagor, Al Thumb, Inc., a Michigan Corporation, of P.O. Box 20, Spring Lake, Michigan 49456, its assigns and successors in interest, shall have the right and privilege of creating a condominium of the lands and premises described herein in the attached Rider A, and said Mortgagee specifically agrees herein to join in such condominium as may be necessary from time to time to obtain the necessary permits to take reservations, sell, or otherwise comply with Act 59 of PA 1978, as amended. Said Mortgagee further agrees that from time to time and as often as requested, to release from the lien of the mortgage or mortgages above described, individual condominium units upon the payment of an amount equal to 93% of the net proceeds of the sale of said unit to be released.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of February, 1990.

Witness:

Renee L. Rycenga
Renee L. Rycenga

Amy L. Church
Amy L. Church

OLD KENT BANK OF GRAND HAVEN,
a Michigan Banking Corporation,
- Mortgagee

By: Eugene W. Riggs

Its: Vice President

By: _____

Its: _____

STATE OF MICHIGAN)
 : ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this

RAW/sjk 10422-000 2/9/90

RIDER A

LEGAL DESCRIPTION

Lands and premises located in the City of Ferrysburg, Ottawa County, Michigan, described as:

PHASE II:

That part of the Northeast 1/4, of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the North line of North Shore Drive, which is South 02 degrees 58 minutes 46 seconds West, along the North and South 1/4 line of said Section 17, 1296.33 feet and South 89 degrees 36 minutes 11 seconds East, 400.09 feet from the North 1/4 corner of said Section 17, thence North 56 degrees 14 minutes 45 seconds East 249.35 feet; thence North 47 degrees 21 minutes 08 seconds East 123.79 feet; thence North 83 degrees 00 minutes 00 seconds East 240.00 feet; thence North 29 degrees 41 minutes 01 seconds East 228.59 feet; thence along a curve to the right having a radius of 299.91 feet, an arc distance of 177.74 feet, and whose long chord bears South 16 degrees 54 minutes 02 seconds East 175.15 feet; thence South 00 degrees 04 minutes 41 seconds West 287.52 feet; thence North 89 degrees 36 minutes 11 seconds West 700.33 feet to the point of beginning, containing 3.417 Acres.

AMENDED

OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 106

EXHIBIT B TO THE MASTER DEED OF
HIDDEN DUNE CONDOMINIUMS
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

DEVELOPER:
AL THUMB, INC.
P.O. BOX 20
SPRING LAKE, MICHIGAN 49456

SURVEYOR AND ENGINEER:
JOINER ENGINEERING, INC.
113 W. SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

ATTENTION COUNTY REGISTRAR 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 2.

SHEET INDEX

- DA 1. COVER SHEET
- A 2. SURVEY PLAN
- AA 3. SITE PLAN - PARCEL 1
- AB 4. UTILITY PLAN - PARCEL 1
- AC 5. FLOOR PLANS - BLDG'S B, C, D & E
- AD 6. FLOOR PLANS - BLDG'S A & F
- AE 7. BUILDING SECTIONS - BLDG'S A THRU F
- AF 8. SITE PLAN - PARCEL 2
- AG 9. UTILITY PLAN - PARCEL 2
- BA 10. FLOOR PLANS - BLDG'S B, J & L
- BB 11. FLOOR PLANS - BLDG'S H, I, K & M
- BC 12. BUILDING SECTIONS - BLDG'S G THRU H

PROPERTY DESCRIPTION - PARCEL 1

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 18 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, BEING THAT 32.254.20 FEET SOUTH 02 DEGREES 28 MINUTES 48 SECONDS WEST 1/4 CORNER AND SOUTH 1/4 CORNER OF SECTION 17 AND 87.25 FEET SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST AND 3.70 FEET EAST 88 DEGREES 28 MINUTES 47 SECONDS EAST OF THE NORTH 1/4 CORNER OF SAID SECTION 17, THENCE ALONG A 201.71 FOOT BEARING CURVE TO THE POINT OF BEGINNING OF SAID CURVE BEING SOUTH 77 DEGREES 44 MINUTES 47 SECONDS EAST 200.87 FEET TO THE POINT OF BEGINNING OF SAID CURVE BEING SOUTH 77 DEGREES 44 MINUTES 47 SECONDS EAST 197.50 FEET, THENCE SOUTH 52 DEGREES 17 MINUTES 25 SECONDS WEST 87.25 FEET, THENCE ALONG A 111.00 FOOT BEARING CURVE TO THE POINT OF BEGINNING OF SAID CURVE BEING SOUTH 52 DEGREES 17 MINUTES 25 SECONDS WEST 154.25 FEET, THENCE NORTH 63 DEGREES 00 MINUTES 00 SECONDS WEST 143.84 FEET, THENCE NORTH 02 DEGREES 28 MINUTES 48 SECONDS WEST 127.20 FEET TO THE POINT OF BEGINNING, CONTAINING 2.125 ACRES.

PROPERTY DESCRIPTION - PARCEL 2

THAT PART OF THE NORTHWEST 1/4, OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 18 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS BEING THAT 1/4 POINT ON THE NORTH LINE OF NORTH SHORE DRIVE, WHICH IS SOUTH 02 DEGREES 28 MINUTES 48 SECONDS WEST, ALONG THE NORTH AND SOUTH 1/4 CORNER OF SAID SECTION 17, 129.21 FEET AND SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST, 400.08 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 17, THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS EAST 348.26 FEET, THENCE NORTH 47 DEGREES 21 MINUTES 00 SECONDS EAST 122.73 FEET, THENCE NORTH 81 DEGREES 00 MINUTES 00 SECONDS EAST 228.29 FEET, THENCE ALONG A CURVE TO THE POINT OF BEGINNING OF SAID CURVE BEING SOUTH 77 DEGREES 44 MINUTES 47 SECONDS EAST 228.29 FEET, THENCE ALONG A CURVE TO THE POINT OF BEGINNING OF SAID CURVE BEING SOUTH 77 DEGREES 44 MINUTES 47 SECONDS EAST 177.74 FEET, AND THENCE ALONG SAID CURVE BEING SOUTH 77 DEGREES 44 MINUTES 47 SECONDS EAST 177.74 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 287.25 FEET, THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 100.20 FEET TO THE POINT OF BEGINNING, CONTAINING 3.417 ACRES.

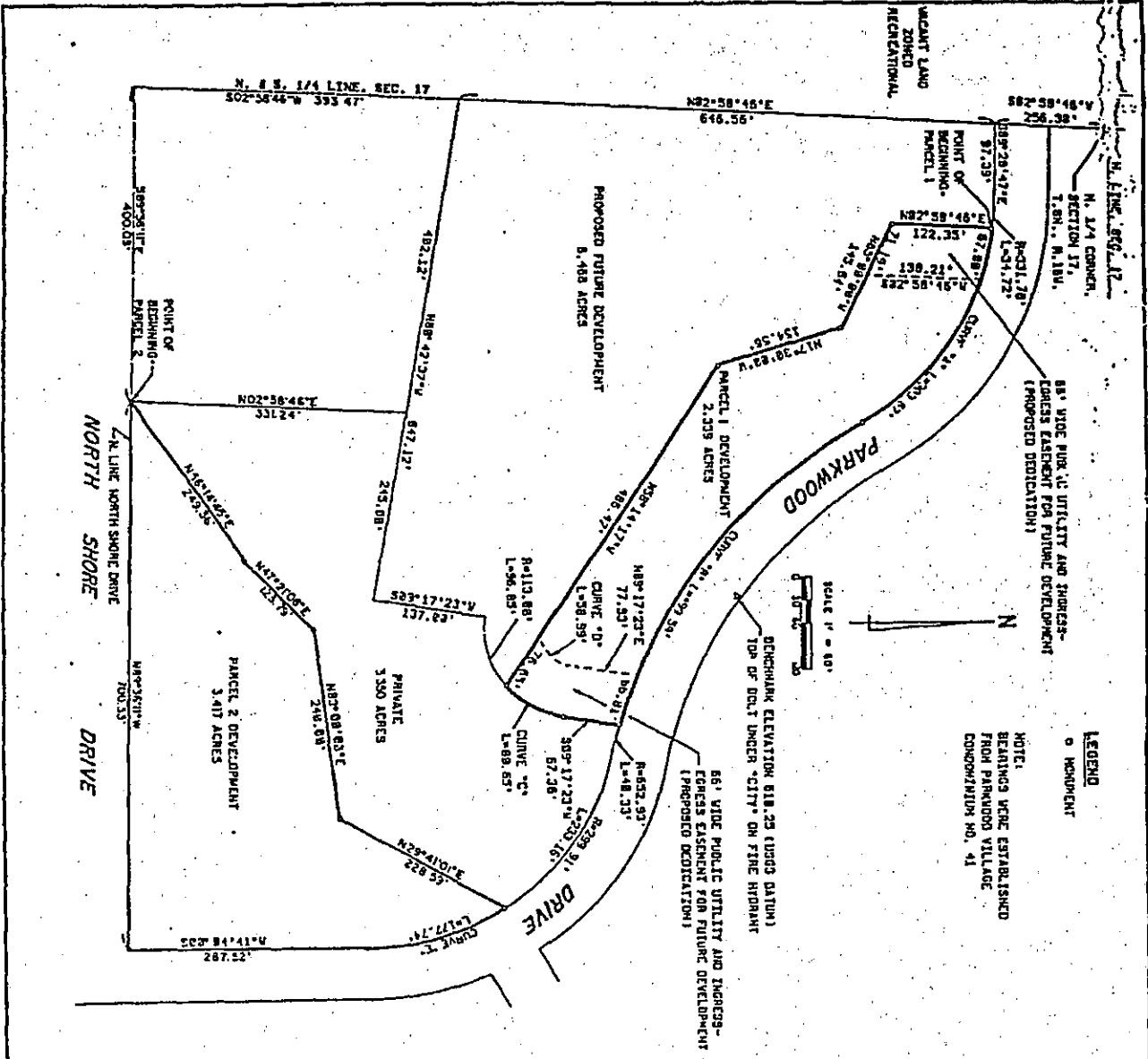


THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 16432
JOINER ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

THE SHEET AS SHOWN ON THE SHEET INDEX INDICATES ANCHORS
OR KEY SHEETS, DATED AS INDICATED, THESE SHEETS WITH THIS
SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO
THESE PREVIOUSLY RECORDED. D-2-12-90
M-9-11-88 A-9-28-89

PROPOSED DATED 1-8-88

SHEET 1



LEGEND
 ○ MONUMENT
 NOTE:
 BEARINGS WERE ESTABLISHED FROM PARKWOOD VILLAGE CONDOMINIUM NO. 41

SCALE 1" = 10'

DENMARK ELEVATION 818.23 (USGS DATUM)
 TOP OF D.C.T. UNDER "CITY" ON FIRE HYDRANT
 65' WIDE PUBLIC UTILITY AND EGRESS-EASEMENT FOR FUTURE DEVELOPMENT (PROPOSED DEDICATION)
 65' WIDE PUBLIC UTILITY AND EGRESS-EASEMENT FOR FUTURE DEVELOPMENT (PROPOSED DEDICATION)

SURVEYOR'S CERTIFICATE

I, THOMAS E. JOHNER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN ABOVE AS OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 106, 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 NAILS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.

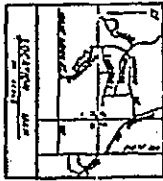
THAT THE BEARINGS, 45 SHOW, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.



THOMAS E. JOHNER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18453
 JOHNER ENGINEERING, INC.
 112 WEST BAYVIEW STREET
 SPRING LANE, MICHIGAN 48458

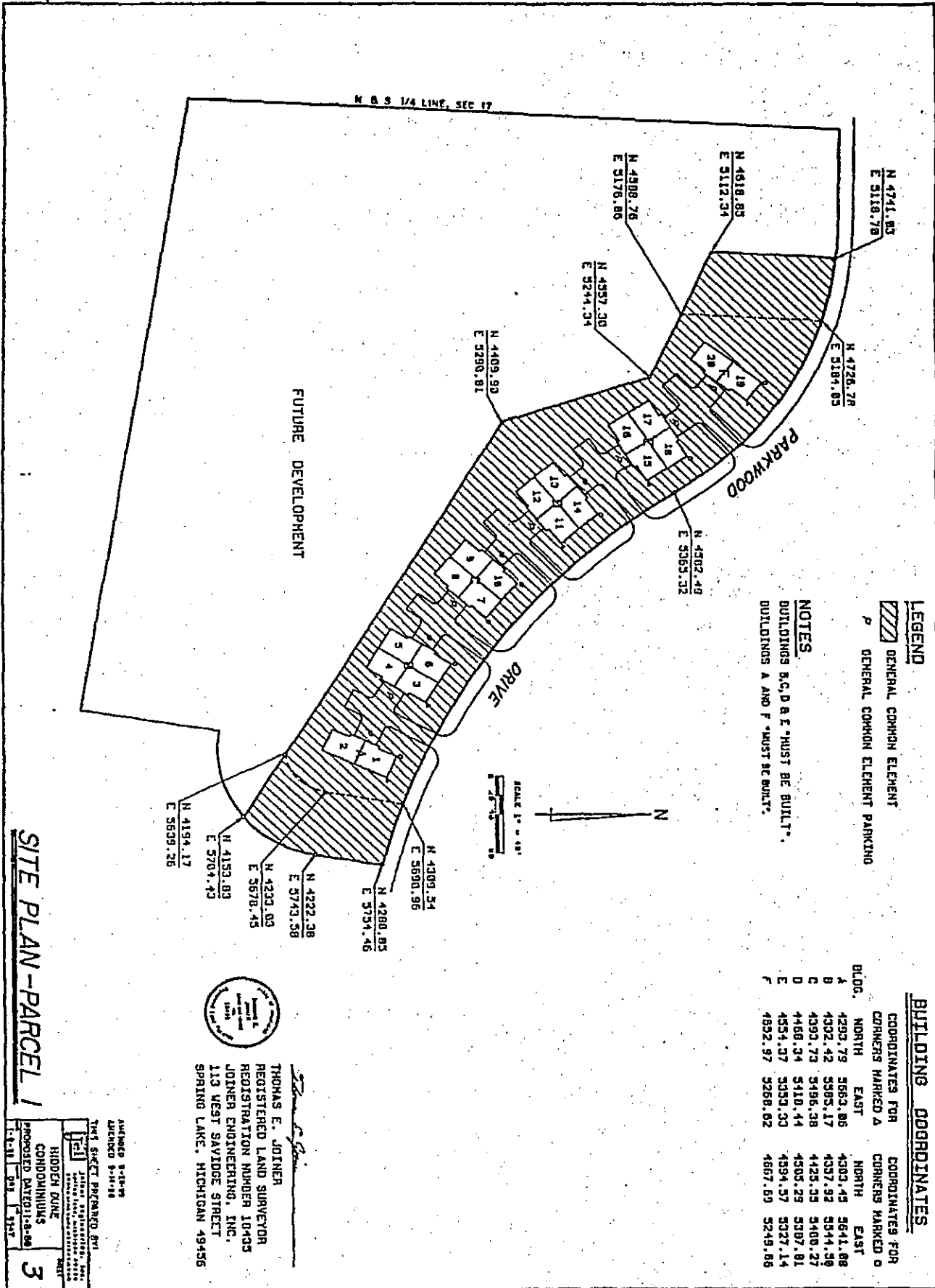
CURVE DATA

CURVE	RADIUS	CENTRAL ANGLE	LONG CHORD BEARING & LENGTH
A	531.78	52°38'21"	S 37°13'48"E 233.18'
B	852.92	43°58'23"	S 52°57'48"E 487.58'
C	113.88	48°53'23"	S 29°41'42"E 78.83'
D	47.00	71°54'23"	N 43°14'35"E 35.19'
E	299.81	33°31'24"	S 16°54'02"E 175.15'



SURVEY PLAN

APPROVED 8-28-88
 THIS SHEET PREPARED BY:
 THOMAS E. JOHNER
 REGISTERED LAND SURVEYOR
 HIDDEN BUNE
 CONDOMINIUMS
 PROPOSED DATED 12-18-88
 SHEET 2



LEGEND
 [Hatched Box] GENERAL COMMON ELEMENT
 [Shaded Box] GENERAL COMMON ELEMENT PARKING

NOTES
 BUILDINGS B,C,D & E *MUST BE BUILT*.
 BUILDINGS A AND F *MUST BE BUILT*.

BUILDING COORDINATES

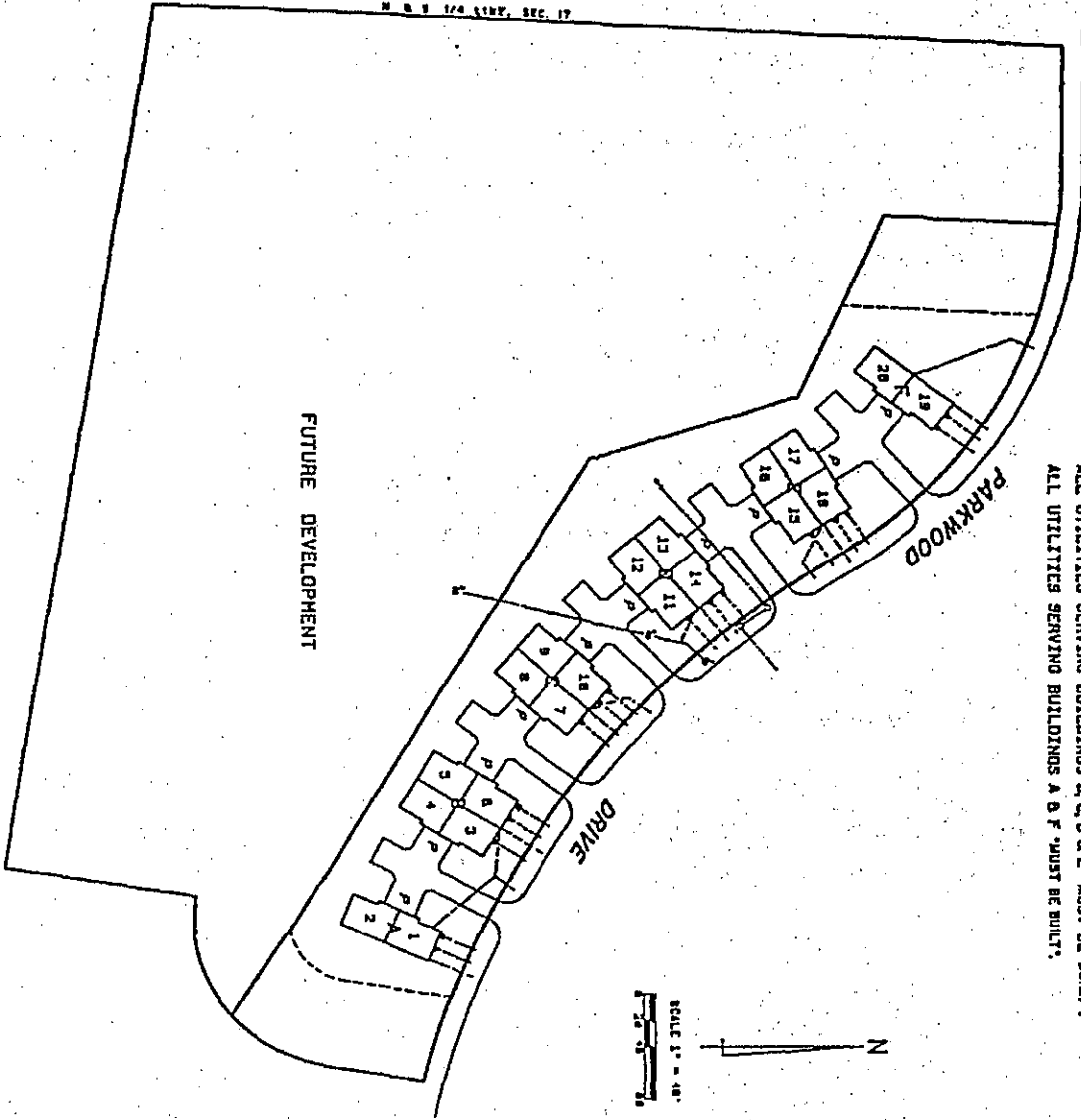
BLDG.	CORNERS MARKED Δ	CORNERS MARKED ○
A	NORTH EAST	NORTH EAST
B	4292.79 5663.06	4303.45 5641.08
C	4302.42 5385.17	4337.92 5344.59
D	4093.73 5496.38	4425.35 5408.27
E	4460.34 5110.44	4505.25 5307.81
F	4534.57 5353.33	4594.57 5327.14
	4892.97 5268.02	4607.69 5249.06

THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 10405
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456

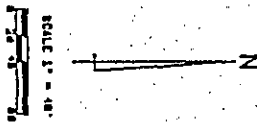
SITE PLAN-PARCEL 1

AWARDED 8-18-99
 APPROVED 8-18-99
 10405
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456
 3

M. B. S. 174 SUBD., SEC. 17



NOTES
 BUILDINGS B, C, D & E "MUST BE BUILT".
 BUILDINGS A AND F "MUST BE BUILT".
 ALL UTILITIES SERVING BUILDINGS B, C, D & E "MUST BE BUILT".
 ALL UTILITIES SERVING BUILDINGS A & F "MUST BE BUILT".



UTILITY - SOURCE OF LOCATION

- SANITARY SEWER --- CITY OF FERRISBURG
- STORM SEWER --- MICHIGAN GAS UTILITIES CO.
- WATER --- MICHIGAN BELL
- GAS --- GRAND HAVEN BOARD OF LIGHT & POWER
- TELEPHONE --- MORGENTHAU CABLE TV
- ELECTRIC ---
- CABLE TELEVISION ---

LEGEND

- SANITARY LATERAL 15" UNLESS OTHERWISE NOTED
- STORM SEWER
- WATER SERVICE LATERAL (1/2" UNLESS OTHERWISE NOTED)
- GAS SERVICE LATERAL
- ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
- NOT SHOWN WATER METER LOCATION (IN EACH UTILITY ROOM)
- ELECTRIC METER LOCATION (11 METERS FOR EACH UNIT)
- GAS METER LOCATION (2 METERS AT EACH LOCATION)

THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18433
 JOINER ENGINEERING, INC.
 113 WEST GAYVODE STREET
 SPRING LAKE, MICHIGAN 49456



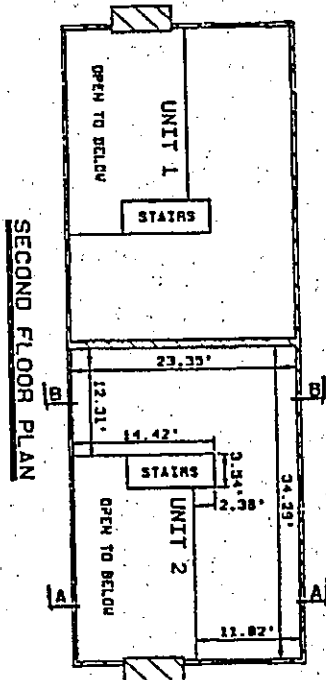
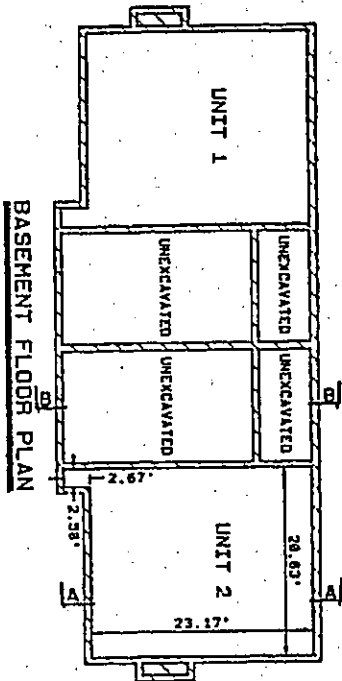
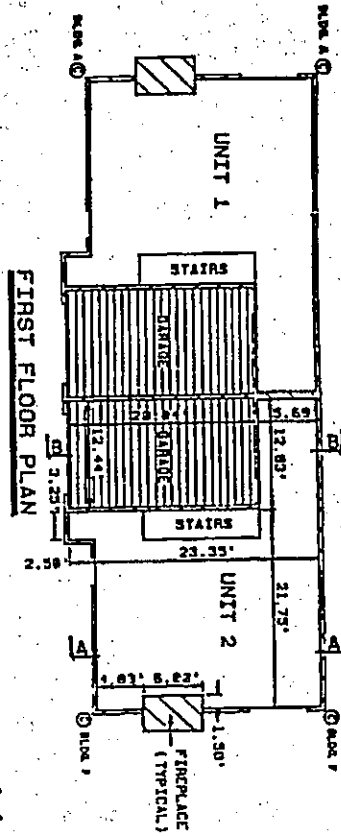
AMENDED 8-29-89
 AMENDED 9-14-88

THIS SHEET PREPARED BY:

HIDDEN DUKE
 CONDOMINIUMS
 PROJECTED DATED 1-8-88

UTILITY PLAN - PARCEL 1

DATE 5/17
 SHEET 4



- NOTES**
1. LOBBY, WALLS ARE 0.65' UNLESS OTHERWISE NOTED
 2. PARTY WALLS ARE 0.75' UNLESS OTHERWISE NOTED
 3. OUTSIDE UNITS ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
 4. BLOCK LETTERS (B, S) AND ROOM # UNITS IS A 201 *W/ST BE UNITS*

- LEGEND**
- ▨ CENTRAL COMMON ELEMENT
 - ▤ LIMITED COMMON ELEMENT
 - UNITS OR OWNERSHIP
 - ⊙ COORDINATE LOCATION

UNIT AREA TABLE

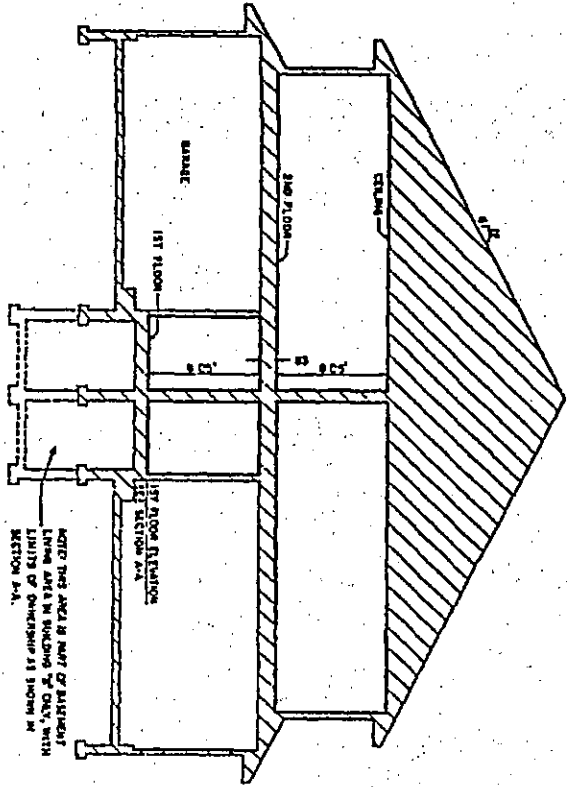
UNIT	BASEMENT	FIRST FLOOR	SECOND FLOOR
1	489.8 SFT	580.0 SFT	512.8 SFT
2	•••••	•••••	•••••
3	•••••	•••••	•••••
4	•••••	•••••	•••••
5	•••••	•••••	•••••
6	•••••	•••••	•••••

THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18433
 JOINER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49456

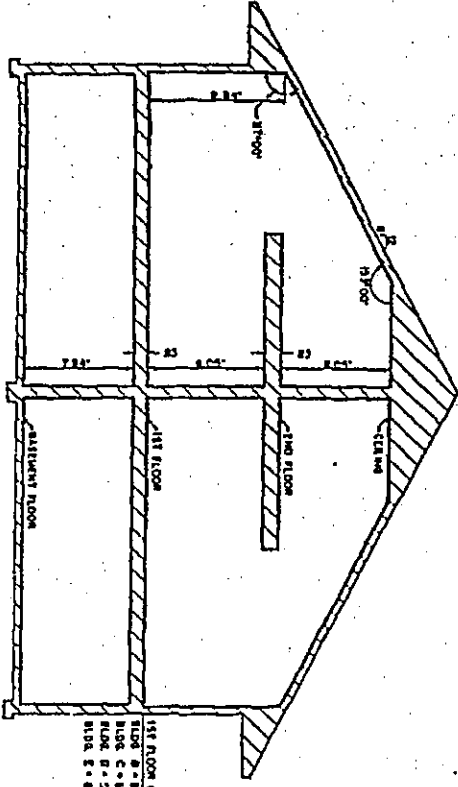


FLOOR PLANS - BLDG'S A&F

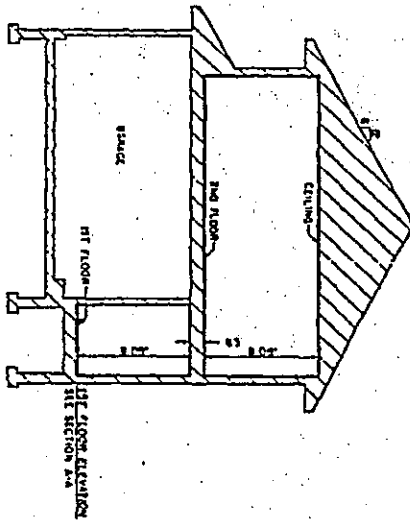
AMENDED 4-17-24
 THIS SHEET CONTAINS THE
 HIDDEN DIMS
 CONDOMINIUMS
 PROJECT, PARTIAL - BLDG
 6



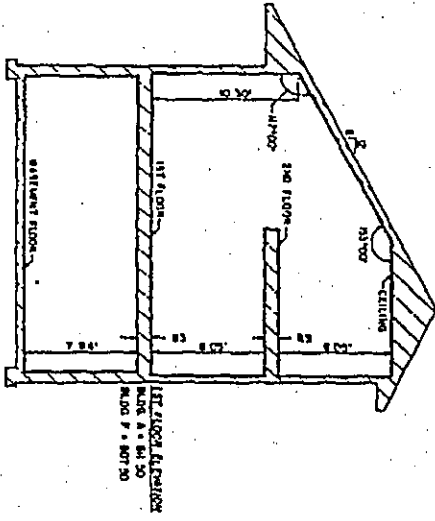
4 PLEX SECTION B-B



4 PLEX SECTION A-A



DUPLEX SECTION B-B



DUPLEX SECTION A-A

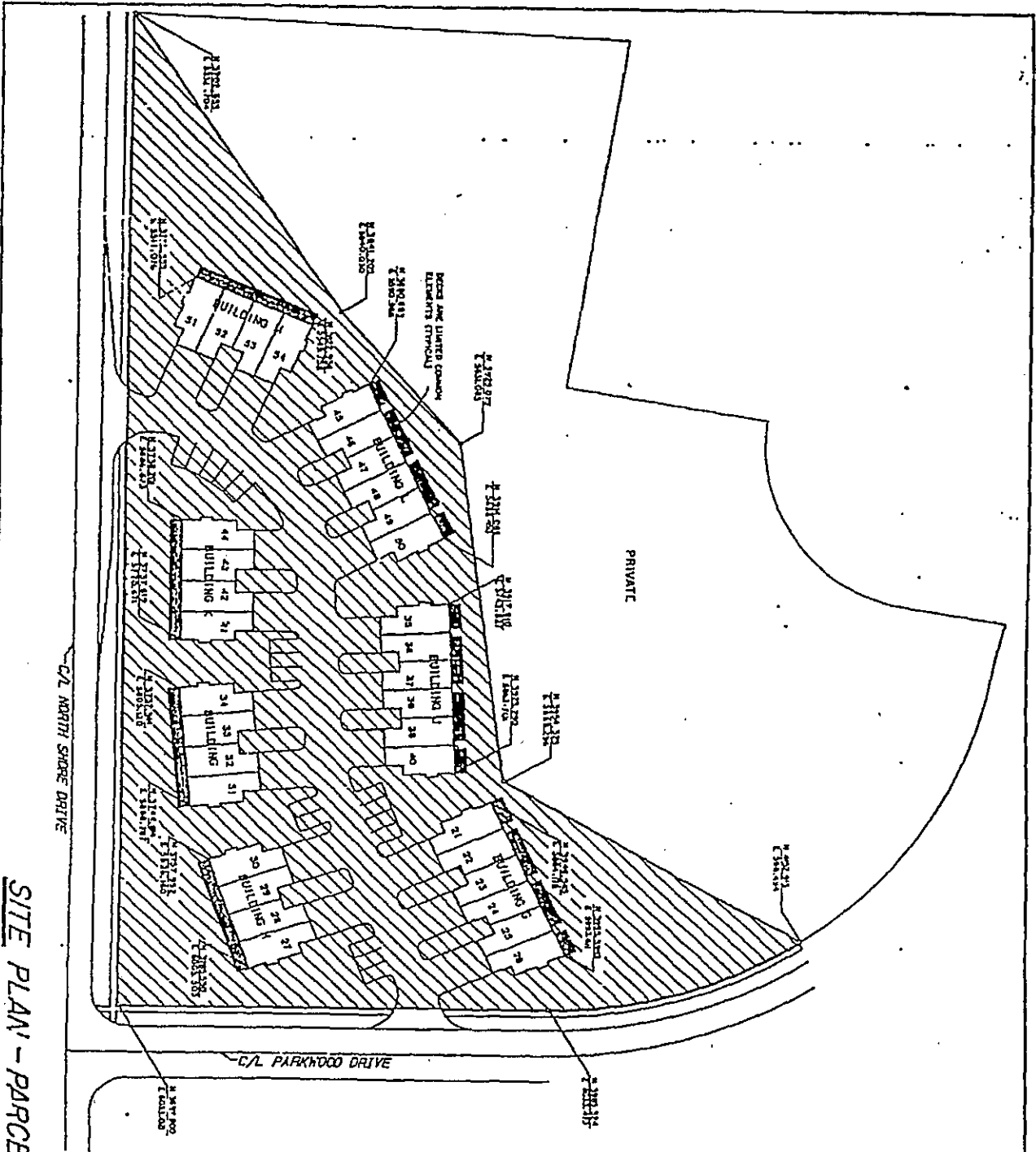


BUILDING SECTIONS - BLDG'S A THRU F.





THOMAS E. JOINER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18433
 JOINER ENGINEERING, INC.
 113 WEST SAYIDGE STREET
 SPRING LAKE, MICHIGAN 49456

ANDREAS BISHOP
 THIS SHEET PREPARED BY:
 HIDDEN BUNKS
 CONDOMINIUMS
 PROPOSED DATED 1-8-88
 SHEET 7



SITE PLAN - PARCEL 2

- LEGEND**
-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT

NOTICE:
THE FOLLOWING BUILDINGS MUST BE BUILT BY
BUILDINGS CO.,
THE FOLLOWING BUILDINGS NEED NOT BE BUILT
BY K.L.B.M.



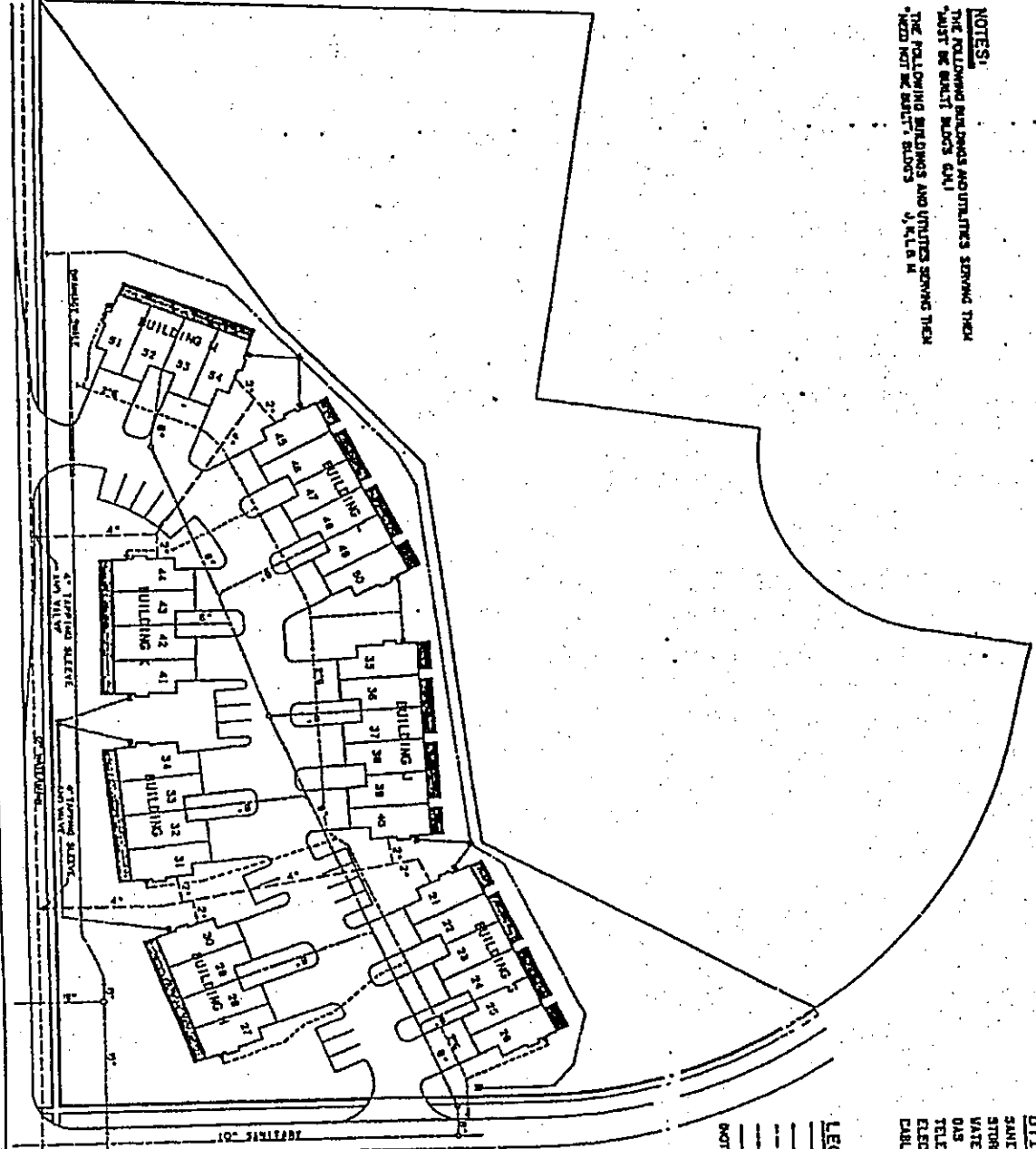
THOMAS E. ALDRED
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18435
JUNIOR ENGINEERING, INC.
113 WEST SAVIDGE STREET
SPRING LAKE, MICHIGAN 49485

AMENDED - 2-12-80

THIS SHEET PREPARED BY
JAMES W. WILSON, INC.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED ARCHITECT
REGISTERED LAND SURVEYOR
REGISTERED CIVIL ENGINEER
REGISTERED ELECTRICAL ENGINEER
REGISTERED MECHANICAL ENGINEER
REGISTERED CHEMICAL ENGINEER
REGISTERED ENVIRONMENTAL ENGINEER
REGISTERED METALLURGICAL ENGINEER
REGISTERED NUCLEAR ENGINEER
REGISTERED AERONAUTICAL ENGINEER
REGISTERED AGRICULTURAL ENGINEER
REGISTERED CIVIL ENGINEER
REGISTERED ELECTRICAL ENGINEER
REGISTERED ENVIRONMENTAL ENGINEER
REGISTERED MECHANICAL ENGINEER
REGISTERED CHEMICAL ENGINEER
REGISTERED NUCLEAR ENGINEER
REGISTERED AERONAUTICAL ENGINEER
REGISTERED AGRICULTURAL ENGINEER

PROPOSED DATED 8-28-88
HIDDEN BUNK
CONDOMINIUMS
SHEET 018
1987

NOTES:
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM
 MUST BE BUILT AS SHOWN ON THIS PLAN.
 THE FOLLOWING BUILDINGS AND UTILITIES SERVING THEM
 NEED NOT BE BUILT AS SHOWN ON THIS PLAN.



UTILITY PLAN-PARCEL 2

UTILITY - SOURCE OF LOCATOR

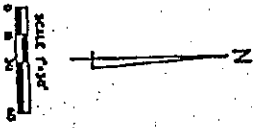
SANITARY SEWER — CITY OF FRANKSBURG
 WATER SEWER — CITY OF FRANKSBURG
 WATER — MICHIGAN GAS UTILITIES CO.
 GAS — MICHIGAN BEL
 TELEPHONE — GRAND HAVEN BOARD OF LIGHT & POWER
 ELECTRIC — MICHIGAN CABLE TV
 CABLE TELEVISION — MICHIGAN CABLE TV

LEGEND

SANITARY LATERAL (6" UNLESS OTHERWISE NOTED)
 WATER SEWER LATERAL (2" UNLESS OTHERWISE NOTED)
 WATER SERVICE LATERAL
 GAS SERVICE LATERAL
 ELECTRIC, TELEPHONE & CABLE TV SERVICE LATERALS
 NOT SHOWN WATER METER LOCATION (ON EACH BASEMENT)
 NOT SHOWN WATER METER LOCATION (1 METER FOR EACH UNIT)
 ELECTRIC METER LOCATION (1 METER FOR EACH UNIT)
 GAS METER LOCATION (1 METER FOR EACH UNIT)

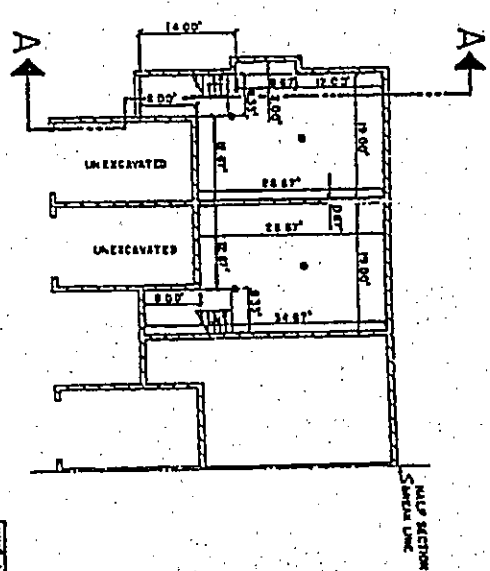
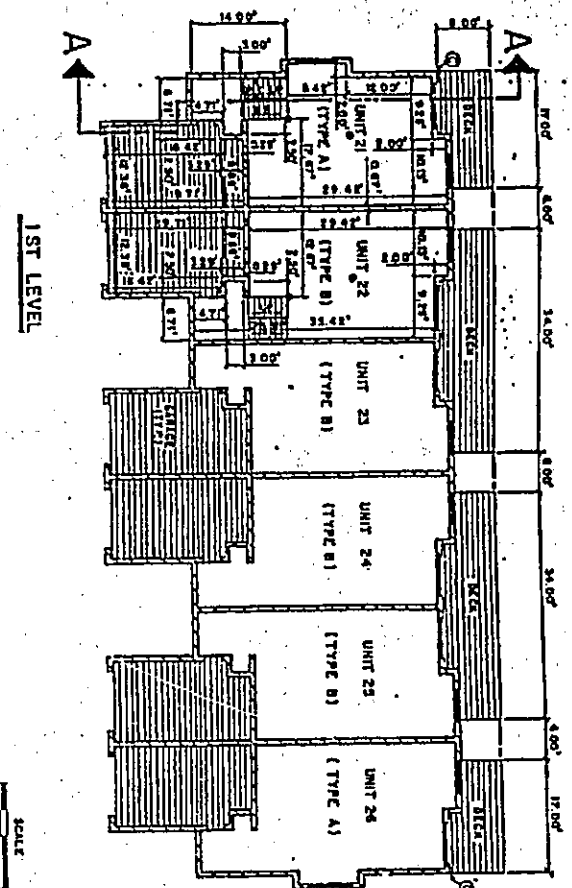
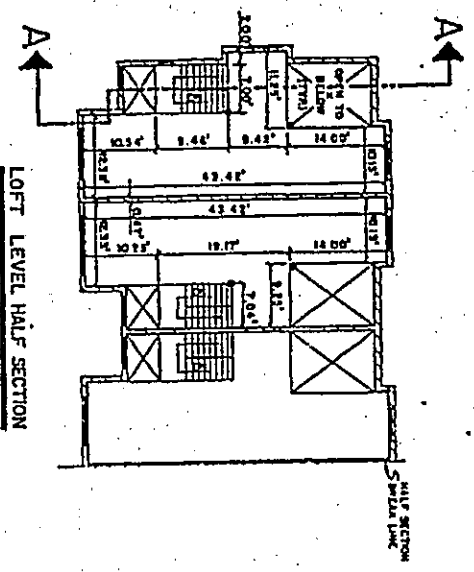


THOMAS E. ADAMS
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 18452
 115 WEST SAUNDERS STREET
 SPRING LAKE, MICHIGAN 49452

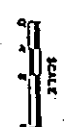


APPROVED DATE: 8-28-83
 HOOPER DANK
 CONDOMINIUMS

9



NOTES:
 THE FOLLOWING BUILDINGS MUST BE BUILT:
 THE BUILDINGS CAN
 THE FOLLOWING BUILDINGS NEED NOT BE BUILT:
 J.K.L. & M.



LEGEND

- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- LIMITS OF OWNERSHIP
- CONCRETE LOCATION
- 6" DIA. DIAMETER STEEL COLUMN (CC1)

UNIT NUMBER	RESIDENTIAL	OFFICE	RETAIL	RESTAURANT	OTHER	TOTAL
1	1	0	0	0	0	1
2	1	0	0	0	0	1
3	1	0	0	0	0	1
4	1	0	0	0	0	1
5	1	0	0	0	0	1
6	1	0	0	0	0	1
7	1	0	0	0	0	1
8	1	0	0	0	0	1
9	1	0	0	0	0	1
10	1	0	0	0	0	1
11	1	0	0	0	0	1
12	1	0	0	0	0	1
13	1	0	0	0	0	1
14	1	0	0	0	0	1
15	1	0	0	0	0	1
16	1	0	0	0	0	1
17	1	0	0	0	0	1
18	1	0	0	0	0	1
19	1	0	0	0	0	1
20	1	0	0	0	0	1
21	1	0	0	0	0	1
22	1	0	0	0	0	1
23	1	0	0	0	0	1
24	1	0	0	0	0	1
25	1	0	0	0	0	1
26	1	0	0	0	0	1
TOTAL	26	0	0	0	0	26

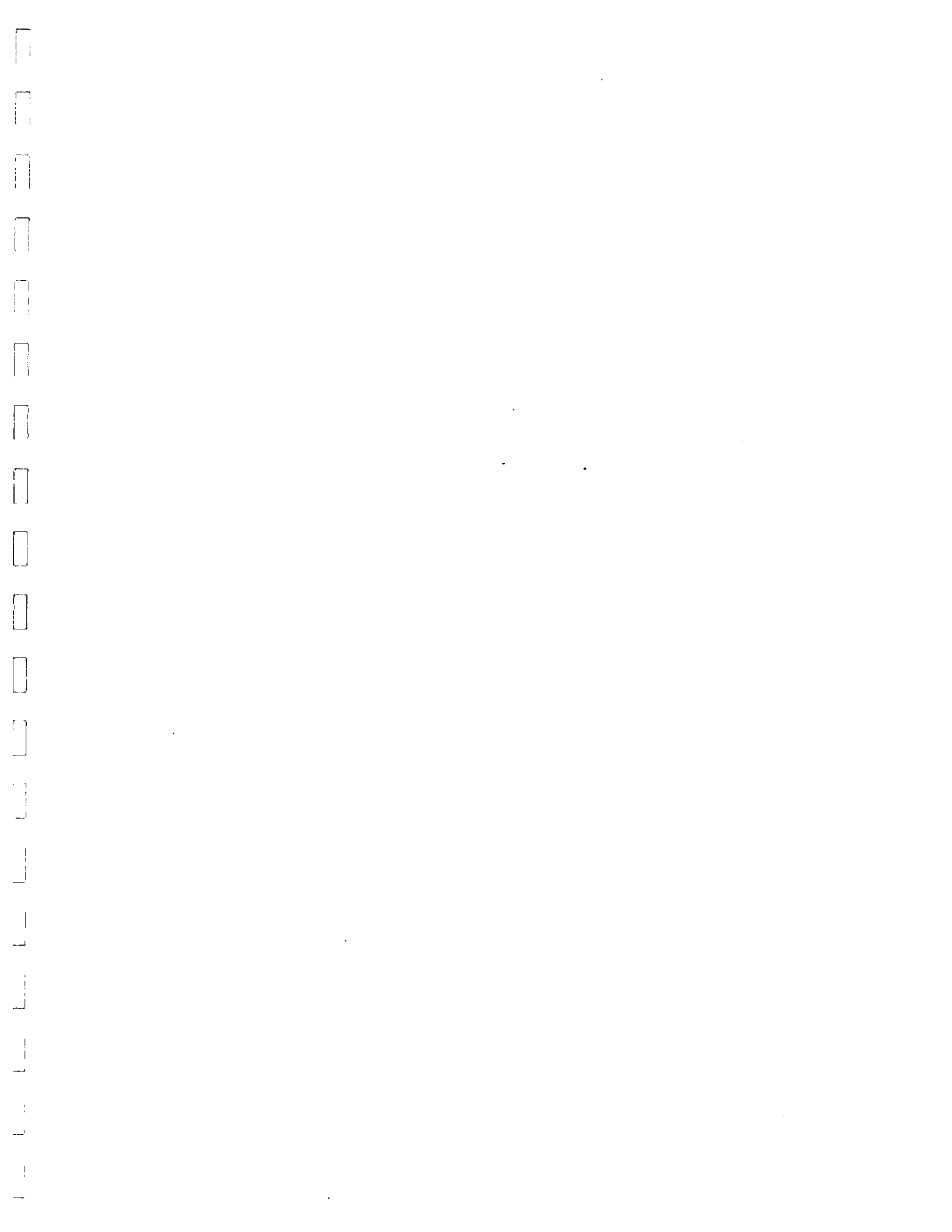
FLOOR PLANS-BLDG'S GJBL

AMENDED 2-12-90



THOMAS E. SOLMAN
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 12433
 1120 EAST WINDY STREET
 SPOKANE, WASHINGTON 99201

THIS SHEET PREPARED BY:
 PROPOSED DATE: 8-8-88
 HIDDEN DATE: 8-8-88
 CONDOMINIUMS
 10



RECORDED

FOURTH AMENDMENT TO MASTER DEED OF HIDDEN DUNES CONDOMINIUM 92 MAR -6 PM 3:55

Richard J. Williams
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

AL THUMB, INC., a Michigan Corporation, of P.O. Box 20, Spring Lake, Michigan 49456, being the Developer of HIDDEN DUNES CONDOMINIUM, a Condominium Project established pursuant to the Master Deed thereof dated January 14, 1988 and recorded January 18, 1988 in Liber 1244 of Deeds, Pages 319 through 362, both inclusive, Ottawa County Records, and amended on September 15, 1988 in Liber 1296, Page 506, on October 2, 1989 in Liber 1367, Page 395, and on February 19, 1990 in Liber 1392, Page 628, Ottawa County Records, and known as Ottawa County Condominium Subdivision Plat No. 106, hereby further amends said Master Deed pursuant to the authority reserved in paragraphs 1, 8, and 14 thereof for the purposes of converting additional units from "need not be built" status to "must be built", reallocating the percentage of value set forth in paragraph 7.(c) of said Master Deed, and for making other related and/or non-material changes. The Master Deed shall be amended in the following manner:

1. The Developer, by this Amendment, is not converting additional units in the Second Section of the Project at this time. The Developer has modified the Second Section of the Project reducing the number of total units planned and by addition two additional somewhat larger floor plans designated in the Subdivision Plans as Floor Plans Type D and Type E. Unit 31 previously designated Floor Plan Type A is now designated Type D and units 32, 33 and 34 previously designated Type A and Type C are now designated Type E.

In addition, the Developer, has changed the location of Building I all of which has resulted in a reassignment of building letters and unit numbers for proposed future units as set forth in the Subdivision Plans attached hereto.

2. Section 3 of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be revised to reflect a modification in the property description of Parcel 2 as follows:

Parcel 2: That part of the Northeast 1/4 of Section 17, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the North line of North Shore Drive, which is South 02 degrees 58 minutes 46 seconds West, along the North and South 1/4 line of said Section 17, 1296.33 feet and South 89 degrees 36 minutes 11 seconds East, 400.09 feet from the North 1/4 corner of said Section 17, thence North 53 degrees 17 minutes 53 seconds East, 372.16 feet, thence North 83 degrees 00 minutes 00 seconds East 240.00 feet, thence North

29 degrees 41 minutes 01 seconds East 228.59 feet, thence along a curve to the right having a radius of 299.91 feet, an arc distance of 177.74 feet, and whose long chord bears South 16 degrees 54 minutes 02 seconds East 175.15 feet, thence South 00 degrees 04 minutes 41 seconds West 287.52 feet, thence North 89 degrees 36 minutes 11 seconds West 700.33 feet to the point of beginning. Containing 3.471 Acres.

3. Amended Sheets 1, 2 and 8 through 13 of the Condominium Subdivision Plan of HIDDEN DUNES CONDOMINIUM which specifically modify the size and location of units 31 through 34 which "must be built" and provide the additional detail for the Second Section will, upon recordation of this Amendment, replace and supercede the Original Sheets 1, 2 and 8 through 13 of said Condominium Subdivision Plan and said Original Sheets shall be of no further force and effect.

4. In all other respects, other than as hereinbefore above indicated, the original Master Deed of HIDDEN DUNES CONDOMINIUM, as amended and recorded, including the By-Laws and Condominium Subdivision Plan attached thereto as Exhibits A and B respectively, is hereby ratified and confirmed.

IN WITNESS WHEREOF the Developer has executed this Fourth Amendment to Master Deed of HIDDEN DUNES CONDOMINIUM this 28th day of February, 1992.

Signed in the presence of:

Signed by:

[Signature]
E.J. Fortenbacher

AL THUMB, INC., a Michigan Corporation,

[Signature]
Terry J. Cook

By: [Signature]
Jeff Fortenbacher
Its: President

5144

Office County
Treasurer Office | SS 3-6-92
I hereby certify that there are no taxes or titles held by the State of Michigan on lands described in this instrument and that all taxes for the years preceding date of instrument are paid according to records of this office. This certificate does not apply to taxes if any, and to taxes of collection by local unit collecting officers. Act 225 of 1976, PA 1370 of Act 267, PA 1978

By: [Signature]
Bradley J. Fortenbacher
Its: Treasurer

STATE OF MICHIGAN)
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 28th day of February, 1992, by Jeff Fortenbacher,

President, and Bradley J. Fortenbacher, Treasurer, of AL THUMB, INC., a Michigan corporation, on behalf of said corporation.

Arlene M. Palmer

Arlene M. Palmer, Notary Public
Ottawa County, Michigan
My Commission expires: 4-2-94

Prepared by:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417-1369

ADDENDUM TO MORTGAGE BETWEEN AL THUMB, INC.,
A MICHIGAN CORPORATION, AS MORTGAGOR,
AND OLD KENT BANK OF GRAND HAVEN, A CORPORATION,
AS MORTGAGEE, DATED: _____, 1992

CONSENT TO CONDOMINIUM AND
RELEASE PROVISIONS

FOR VALUABLE CONSIDERATION, the nature and sufficiency of which is hereby acknowledged, the Mortgagee, Old Kent Bank of Grand Haven, a Michigan banking corporation, whose offices are located at 233 Washington Street, Grand Haven, Michigan 49417, as a secured party by virtue of Mortgages recorded in Liber 1260, Page 543, and Liber 1433, Page 528, Ottawa County Records, hereby agrees and consents that the Mortgagor, Al Thumb, Inc., a Michigan Corporation, of P.O. Box 20, Spring Lake, Michigan 49456, its assigns and successors in interest, shall have the right and privilege of creating a condominium of the lands and premises described herein in the attached Rider A, and said Mortgagee specifically agrees herein to join in such condominium as may be necessary from time to time to obtain the necessary permits to take reservations, sell, or otherwise comply with Act 59 of PA 1978, as amended. Said Mortgagee further agrees that from time to time and as often as requested, to release from the lien of the mortgage or mortgages above described, individual condominium units upon the payment of an amount equal to 100% of the net proceeds of the sale of said unit to be released.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of February, 1992.

Witness:

Linda Brownlee
Linda Brownlee
Joyce Carter
Joyce Carter

OLD KENT BANK OF GRAND HAVEN,
a Michigan Banking Corporation,
- Mortgagee

By: Christopher Cassleman
Its: Business Banking Officer

By: Thomas A. Creswell
Thomas A. Creswell
Its: Assistant Vice President

STATE OF MICHIGAN)
: ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this

0+1 RAW/sjk 10422-000 2/28/92

28th day of February, 1992 by Christopher Cassleman,
its Business Banking Officer, and by Thomas A. Creswell, its
Assistant Vice President, Commercial Loans, of Old Kent Bank of
Grand Haven, a Michigan Banking Corporation, on behalf of said
corporation.

Joyce Carter
Joyce Carter Notary Public
Ottawa County, Michigan
My Commission expires: 09-07-93

Drafted By:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417-1369

ADDENDUM TO MORTGAGE BETWEEN AL THUMB, INC.,
A MICHIGAN CORPORATION, AS MORTGAGOR,
AND PARKWOOD DEVELOPMENT COMPANY, A MICHIGAN PARTNERSHIP,
AS MORTGAGEE, DATED: February 28, 1992

CONSENT TO CONDOMINIUM AND
RELEASE PROVISIONS

FOR VALUABLE CONSIDERATION, the nature and sufficiency of which is hereby acknowledged, the Mortgagee, Parkwood Development Company, a Michigan Partnership, whose offices are located at 3239 Clover Parkway, Muskegon, Michigan 49444, as a secured party by virtue of Mortgage recorded in Liber 1349, Page 307, and re-recorded in Liber 1390, Page 489, Ottawa County Records, hereby agrees and consents that the Mortgagor, Al Thumb, Inc., a Michigan Corporation, of P.O. Box 20, Spring Lake, Michigan 49456, its assigns and successors in interest, shall have the right and privilege of creating a condominium of the lands and premises described herein in the attached Rider A, and said Mortgagee specifically agrees herein to join in such condominium as may be necessary from time to time to obtain the necessary permits to take reservations, sell, or otherwise comply with Act 59 of PA 1978, as amended. Said Mortgagee further agrees that from time to time and as often as requested, to release from the lien of the mortgage or mortgages above described, individual condominium units upon the payment of an amount equal to \$ _____ of the net proceeds of the sale of said unit to be released.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of FEBRUARY, 1992.

Witness:

Randall Allen White
Susan J. Kaysbeek

PARKWOOD DEVELOPMENT COMPANY,
a Michigan Partnership,
Mortgagee

By: John L. Jerovsek
Its: Authorized Partner

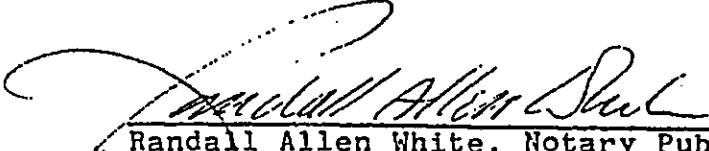
By: _____
Its: Authorized Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this

0+1 RAW/sjk 10422-000 2/28/92

28th day of FEBRUARY, 1992 by John L. Jerovsek and
Development Company, a Michigan Partnership, on behalf of said
partnership.


Randall Allen White, Notary Public
Ottawa County, Michigan
My Commission expires: 12/17/95

Drafted By:
Randall Allen White (P22261)
VAN EENENAAM & WHITE
One South Harbor Ave.
Grand Haven, MI 49417-1369

AMENDED

OTTAWA COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 106

EXHIBIT B TO THE MASTER DEED OF

HIDDEN DUNE CONDOMINIUMS
CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN

DEVELOPER:
AL THUMB, INC.
P.O. BOX 20
SPRING LAKE, MICHIGAN 49456

SURVEYOR AND ENGINEER:
JOINER ENGINEERING, INC.
113 W. SAWIDGE STREET
SPRING LAKE, MICHIGAN 49456

ATTENTION COUNTY REGISTRAR 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 2.

SHEET INDEX

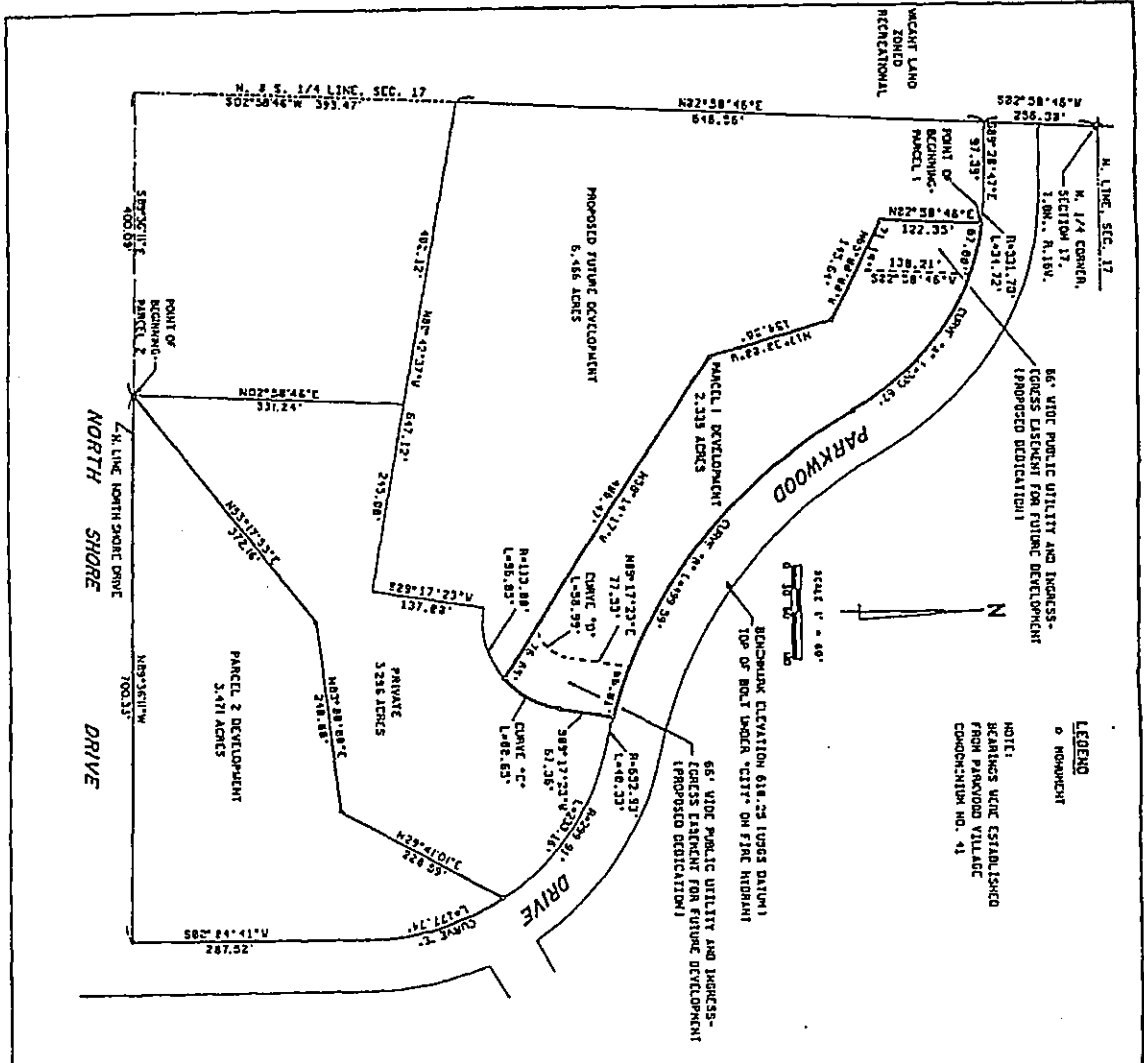
- 00 OR 1. COVER SHEET
- 0A 2. SURVEY PLAN
- AA 3. SITE PLAN - PARCEL 1
- AB 4. UTILITY PLAN - PARCEL 1
- AS 5. FLOOR PLANS - BLDG'S B, C, D & E
- AT 6. BUILDING SECTIONS - BLDG'S A & F
- AV 7. UTILITY PLAN - PARCEL 2
- AW 8. SITE PLAN - PARCEL 2
- AX 9. UTILITY PLAN - PARCEL 2
- AY 10. FLOOR PLANS - BUILDING G
- AZ 11. FLOOR PLANS - BUILDING H
- BA 12. FLOOR PLANS - BLDG'S I, J, K, L & M
- BB 13. BUILDING SECTIONS - BLDG'S G THRU M

PROPERTY DESCRIPTION - PARCEL 1
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 18 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS BEING THE NORTH LINE OF THE NORTH LINE OF PARCELS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 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588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROPERTY DESCRIPTION - PARCEL 2
THAT PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 18 WEST, CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS BEING THE NORTH LINE OF THE NORTH LINE OF PARCELS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 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591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

TH
THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 10493
JOINER ENGINEERING, INC.
113 WEST SAWIDGE STREET
SPRING LAKE, MICHIGAN 49456

THE SYMBOLS AS SHOWN ON THE SHEET INDICATE APPROVED OR REJECTED PLANS. PLANS NOT APPROVED SHALL BE RETURNED TO THE SURVEYOR WITH THE ORIGINAL SHEETS AND THE NECESSARY CHANGES MADE THEREON. THESE PLANS SHALL BE RE-REGISTERED AND RE-APPROVED. THE SURVEYOR'S CERTIFICATE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.
E-31-48 A-8-28-89 D-1-1-90 O-1-1-91
PROPOSED DATED 1-9-88 SHEET 1



LEGEND
 O MONUMENT
 NOTE: BEARINGS WERE ESTABLISHED FROM PARKWOOD VILLAGE CONDOMINIUM NO. 41

SURVEYOR'S CERTIFICATE
 I, THOMAS C. JOHNSON, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

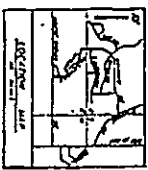
THAT THE SURVEYOR'S PLAN SHOWS AS BEING THE CORRECT AND TRUE BEARINGS AND DISTANCES ON THE GROUNDS HEREIN REPRESENTED, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUNDS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1916.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1916.
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1916.



THOMAS C. JOHNSON
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 16433
 JOHNSON ENGINEERING, INC.
 113 WEST BRIDGE STREET
 SPRING LAKE, MICHIGAN 49781

CURVE DATA

CURVE	RADIUS	CENTRAL ANGLE	LONG CHORD BEARING	LENGTH
A	231.78	32°26'31"	S 57°13'18"E	293.18'
B	632.53	43°58'23"	S 52°37'45"E	487.58'
C	113.08	48°53'29"	N 29°44'48"W	78.55'
D	47.00	71°54'23"	N 43°14'33"E	53.19'
E	293.91	33°57'24"	S 16°54'02"E	373.15'



SURVEY PLAN

THIS SHEET PREPARED BY:
 AUGUSTO G. L. 14-91
 AMENDED 8-28-85
 HINDER RUNE
 CONDOMINIUMS
 PROJECT NO. 15707-15-88
 SHEET NO. 2



COORDINATE LISTING

NO.	NORTHING	EASTING
1	2172.800	5232.021
2	2172.800	5231.541
3	2172.422	5232.021
4	2172.422	5231.541
5	2172.044	5232.021
6	2172.044	5231.541
7	2171.666	5232.021
8	2171.666	5231.541
9	2171.288	5232.021
10	2171.288	5231.541
11	2170.910	5232.021
12	2170.910	5231.541
13	2170.532	5232.021
14	2170.532	5231.541
15	2170.154	5232.021
16	2170.154	5231.541
17	2169.776	5232.021
18	2169.776	5231.541
19	2169.398	5232.021
20	2169.398	5231.541

LEGEND

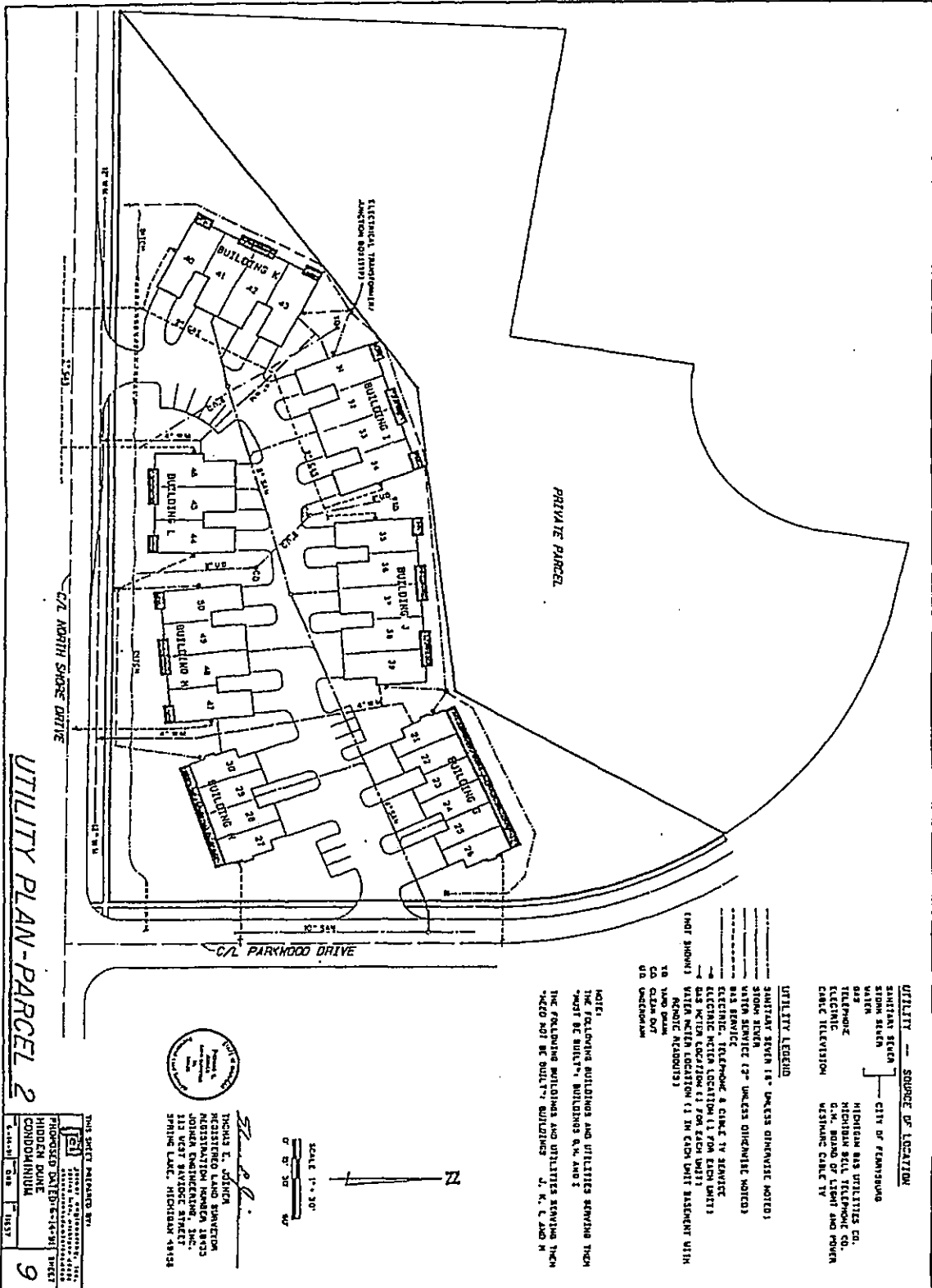
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
 - OVERLAP LINES ARE UP TO EACH OTHER UNLESS OTHERWISE NOTED
 - BUILDING FOOTPRINT
 - BUILDING E.A. AND I
- THE FOLLOWING BUILDINGS "MAY BE BUILT":
BUILDINGS J, K, L AND M
GARAGES ARE LIMITED COMMON ELEMENTS



Thomas E. Adams
REGISTERED LAND SURVEYOR
RESIDATION NUMBER 18029
MICHIGAN ENGINEERING, INC.
113 WEST SAUNDERS STREET
SPRING LANE, MICHIGAN 48306

SITE PLAN-PARCEL 2

THIS PLAN PREPARED BY:
THOMAS E. ADAMS
REGISTERED LAND SURVEYOR
RESIDATION NUMBER 18029
MICHIGAN ENGINEERING, INC.
113 WEST SAUNDERS STREET
SPRING LANE, MICHIGAN 48306



UTILITY PLAN-PARCEL 2

THIS SHEET BELONGS TO:
 THE STATE OF CALIFORNIA
 REGISTERED LAND SURVEYOR
 HIDDEN DUNE CONDOMINIUM
 1-1-1987

REGISTERED LAND SURVEYOR
 HIDDEN DUNE CONDOMINIUM
 1-1-1987

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 1-1-1987

UTILITY -- SOURCE OF LOCATION

SANITARIAN SEWER
 SLOAN SEWER
 WATER
 GAS
 TELEPHONE
 ELECTRIC
 CABLE TELEVISION

MICHIGAN GAS UTILITIES CO.
 MICHIGAN SELL TELEPHONE CO.
 CITY BOARD OF LIGHT AND POWER
 MICHIGAN CABLE TV

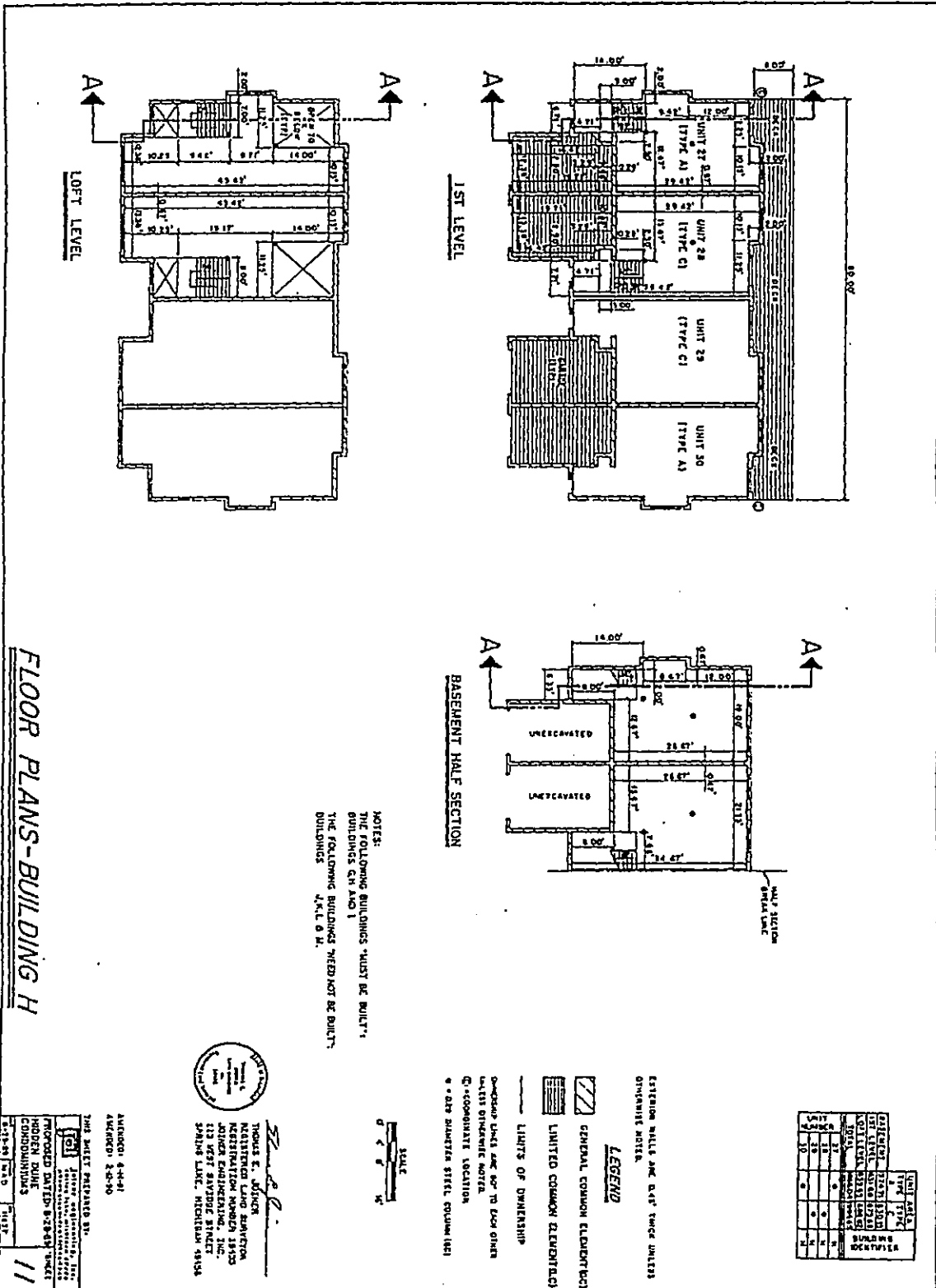
UTILITY LEGEND

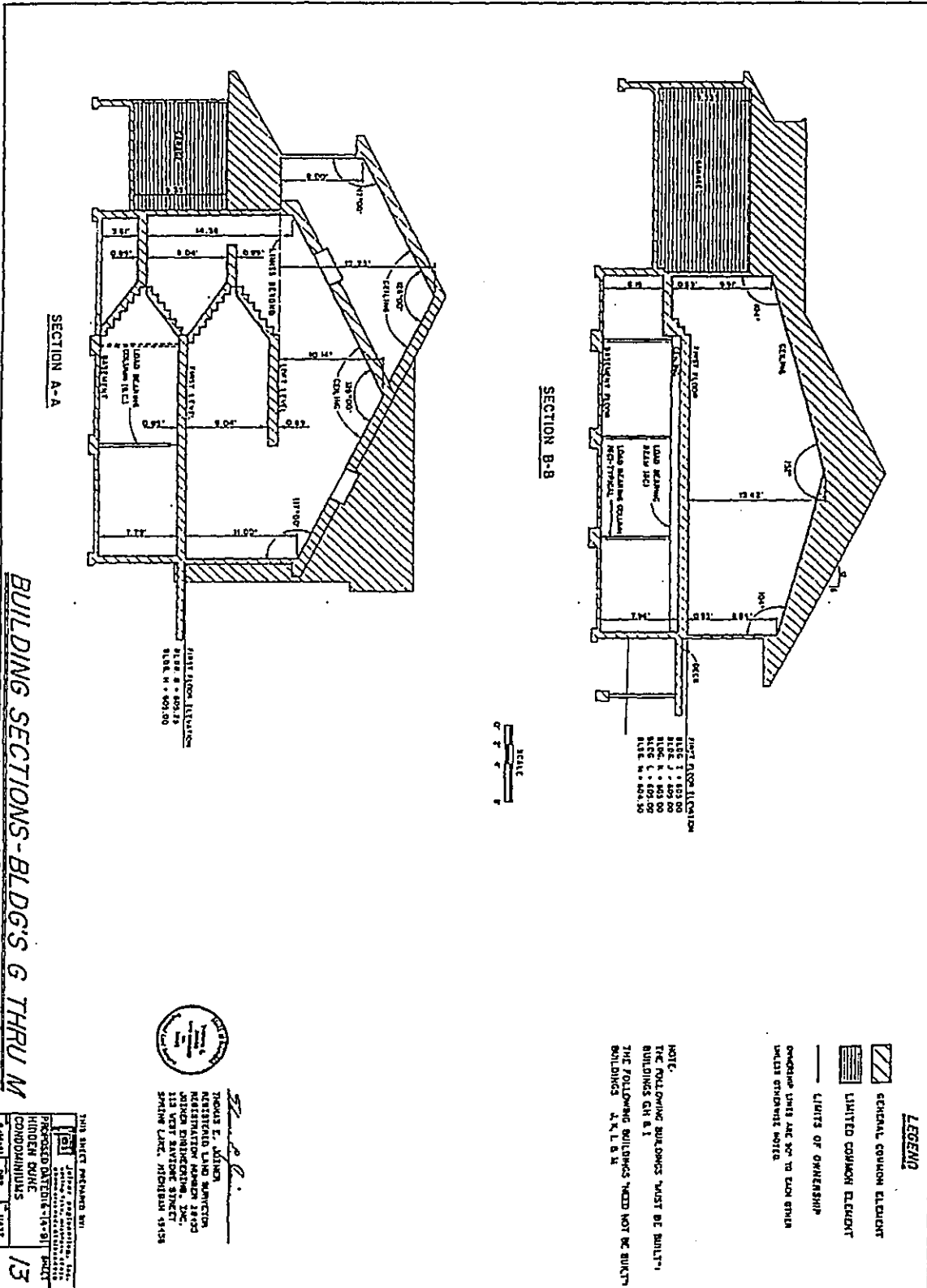
- SANITARIAN SEWER (2" UNLESS OTHERWISE NOTED)
- SLOAN SEWER
- WATER SERVICE (2" UNLESS OTHERWISE NOTED)
- GAS SERVICE
- ELECTRIC, TELEPHONE & CABLE TV SERVICE
- ELECTRIC METER LOCATION (1 FROM EACH UNIT)
- GAS METER LOCATION (1 FROM EACH UNIT)
- (NOT SHOWN) WATER METER LOCATION (1 IN EACH UNIT BASEMENT WITH METER READING RECORDS)
- 18" WATER MAIN
- 24" WATER MAIN
- 36" WATER MAIN

NOTE:
 THE FOLLOWING BUILDINGS AND UTILITIES SHOWN THEREIN
 SHALL BE BUILT BY BUILDINGS A.K.A. AND I
 THE FOLLOWING BUILDINGS AND UTILITIES SHOWN THEREIN
 SHALL NOT BE BUILT BY BUILDINGS A.K.A. AND I



THOMAS L. JENKINS
 REGISTERED LAND SURVEYOR
 112 WEST SERVICE STREET
 SPRING LAKE, MICHIGAN 49456







0030376
Filed/ Sealed For Record In
Ottawa County, MI
Gary Scholten R.D.O.
07/13/2006 At 3:11:15 P.M.
AMEND TO MASTER DEED \$20.00
Liber 005217 Page 00523

(Please Do Not Write Above This Line - For Recording Purposes Only)

**FIFTH AMENDMENT TO MASTER DEED
OF HIDDEN DUNES CONDOMINIUM**

HIDDEN DUNES CONDOMINIUM ASSOCIATION, INC., a Michigan Nonprofit Corporation, whose address is PO Box 233, Ferrysburg, Michigan 49409 (the "Association"), as the entity charged with the administration, operation, management and maintenance of Hidden Dunes Condominium, a condominium project established pursuant to the recording of the Master Deed thereof dated January 14, 1988, and recorded January 18, 1988, in Liber 1244, Pages 319 through 362, inclusive, Ottawa County Records, and amended through the recording of a First Amendment to Master Deed dated September 15, 1988, and recorded October 11, 1988, in Liber 1296, Pages 506 through 511, inclusive, Ottawa County Records, and further amended through the recording of a Second Amendment to Master Deed dated October 2, 1989, and recorded October 17, 1989, in Liber 1367, Pages 395 through 411, inclusive, Ottawa County Records, and further amended through the recording of a Third Amendment to Master Deed dated February 19, 1990, and recorded March 2, 1990, in Liber 1392, Pages 628 through 645, inclusive, Ottawa County Records, and further amended through the recording of a Fourth Amendment to Master Deed dated February 28, 1992, and recorded March 6, 1992, Liber 1563, Pages 374 through 388, inclusive, Ottawa County Records, and known as Ottawa County Condominium Subdivision Plat No. 106, hereby further AMENDS said Master Deed pursuant to the authority reserved in paragraphs 7 and 8 thereof, as successor to the Developer, for the purpose of reallocating the percentage of value set forth in paragraph 7(c) to accurately reflect and account for the total of fifty (50) units, all of which have been built, with said reallocation having been referenced in the preface of the Fourth Amendment to Master Deed but not actually addressed in the body thereof. Therefore, the Master Deed is further amended in the following manner:

1. Section 7(c) of the Master Deed of HIDDEN DUNES CONDOMINIUM shall be amended to adjust the percentage ownership of the individual units which have been built and shall read as follows:

"(c) The number of each unit in this section as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each is as follows:

<u>Unit #</u>	<u>% of Value Assigned</u>	<u>Unit #</u>	<u>% of Value Assigned</u>
1	1/50 = 2%	26	1/50 = 2%
2	1/50 = 2%	27	1/50 = 2%
3	1/50 = 2%	28	1/50 = 2%
4	1/50 = 2%	29	1/50 = 2%
5	1/50 = 2%	30	1/50 = 2%
6	1/50 = 2%	31	1/50 = 2%
7	1/50 = 2%	32	1/50 = 2%
8	1/50 = 2%	33	1/50 = 2%
9	1/50 = 2%	34	1/50 = 2%
10	1/50 = 2%	35	1/50 = 2%
11	1/50 = 2%	36	1/50 = 2%
12	1/50 = 2%	37	1/50 = 2%
13	1/50 = 2%	38	1/50 = 2%
14	1/50 = 2%	39	1/50 = 2%
15	1/50 = 2%	40	1/50 = 2%
16	1/50 = 2%	41	1/50 = 2%
17	1/50 = 2%	42	1/50 = 2%
18	1/50 = 2%	43	1/50 = 2%
19	1/50 = 2%	44	1/50 = 2%
20	1/50 = 2%	45	1/50 = 2%
21	1/50 = 2%	46	1/50 = 2%
22	1/50 = 2%	47	1/50 = 2%
23	1/50 = 2%	48	1/50 = 2%
24	1/50 = 2%	49	1/50 = 2%
25	1/50 = 2%	50	1/50 = 2%

Total 50/50 = 100%"

2. In all other respects, other than as hereinbefore above indicated, the original Master Deed of HIDDEN DUNES CONDOMINIUM, as amended and recorded, including the By-Laws and Condominium Subdivision Plan attached thereto as Exhibits A and B, respectively, is hereby ratified and confirmed.

Dated: July 12, 2006

HIDDEN DUNES CONDOMINIUM
ASSOCIATION, INC.

By: Gladys Bogard
Gladys Bogard
Its: President

STATE OF MICHIGAN)
 :ss.
COUNTY OF OTTAWA)

On this 12th day of July, 2006, before me, a notary public, personally appeared the above-named Gladys Bogard of Hidden Dunes Condominium Association, Inc., its President, to me known to be the same person who executed the foregoing instrument and who acknowledged that she executed the foregoing instrument as an officer or authorized representative of the association, and by its authority.

James P. Van Poolen
James P. Van Poolen
Notary Public, State of Michigan, County
Of Kent
My Comm. Expires: 10/10/2008
Acting in the County of Ottawa

Prepared By:

✓ James P. Van Poolen (P49644)
JOHNSON McNALLY &
VAN POOLEN, P.L.L.C.
222 Franklin Avenue
Grand Haven, MI 49417

Upon Recording Return To:

James P. Van Poolen



May 16, 2006

Hidden Dunes Condominium Association
Rules and Regulations

1. Dues – Dues are payable by the First of the month at an address determined by the Board of Directors. In the event your dues are not received by the tenth of the month, a late fee of \$20 will be assessed. After three months, if the dues have not been paid, a lien will be placed on the unit in accordance with the Association By-Laws. (Article III, Sect 4).
2. Co- Owner Damages – Any damage to the General or Limited Common Elements caused by a Co-owner, tenant, pet, or guest shall not be the responsibility of the association. All such damage shall be repaired solely at the expense of the Co-owner and in a time frame deemed to be reasonable by the Board of Directors and communicated in writing to the responsible Co-owner. Modifications to General and limited Common Elements may not be made without prior written approval of the Board of Directors. Any questions should be directed to the Board of Directors.
3. Notice of Complaints - Non-emergency maintenance requests should be made in writing to the management agent or a Board Member. If acknowledgement of the request is not made within 48 hours the Board of Directors should be notified. Complaints against another co-owner should be first directed toward the offending party in an effort to reach an agreeable settlement. Noise complaints should be directed to the local police if the above mentioned preliminary procedure does not correct the situation.
4. Parking - Visitor parking is for your guests and in the event of snow to permit the plows to clear the drives. Parking on the lawns is not allowed under any circumstances. No personal property is to be stored on the outside of the building. This includes: Boats, trailers, RVs, campers, trash cans, unlicensed cars, etc.
5. Pets - Local ordinances apply to your pets. All pets must be on a leash and under the owner's control. Owners must clean up after their pet IMMEDIATELY. Damage caused by the pet is the responsibility of the owner. (See Rule 2)
6. Rentals - Co-owners wishing to rent their unit must notify the Board ten (10) days prior to the renter obtaining a copy of the lease and/or occupying the unit. No unit may be leased for less than one (1) year without written consent from the Association. The lease used must be approved by the Board. Specific details may be obtained from a member of the Board of Directors.

7. Signs - No signs are allowed, without written permission of the Board, except "Open House" signs on the day of the open house.
8. Occupancy – Units are for single family occupancy only in accordance with state and local laws.
9. Noncompliance of Policies – Some policies have specific fines outlined within them. In most other instances we expect that a friendly reminder will correct the problem. However, if necessary, a written communication will be sent to the Co-owner outlining the violation and the corrective action expected, as well a notification of a \$50.00 fine payable to the Hidden Dunes Condominium Association.

As adopted by the Board of Directors
May 16, 2006

**The
Condominium Buyers'
Handbook**

**State of Michigan
Department of Consumer and Industry Services
Office of Policy and Legislative Affairs
Boundary Commission
www.cis.state.mi.us/opla**

The Condominium Buyers Handbook was created by the Michigan Department of Consumer and Industry Services as required by the Condominium Act, Public Act 59 of 1978, as amended. This edition reflects Public Act 379 of 2000 amendments that took effect January 2, 2001.

This handbook is intended as a guide for people who are considering buying a condominium. It provides a summary of portions of the Condominium Act (MCL 559.101 et seq.) and is directed primarily toward residential condominium buyers, although the Act also provides for business, campground and marina condominium developments.

Although the Department of Consumer & Industry Services is identified as the administrator in the Act, the Legislature repealed the Department's regulatory responsibilities many years ago. The Act does not give the Department authority to enforce any provisions in the Act. The last section of the handbook describes the remedies the Act does provide. In addition, the Department will forward a copy of a complaint received regarding a developer of a condominium project to the developer along with a notice of available remedies in the Act. Contact:

Michigan Department of Consumer & Industry Services
Office of Policy & Legislative Affairs
P.O. Box 30004
Lansing, MI 48909
(517) 241-4580
www.cis.state.mi.us/opla

Condominium Ownership

Unit owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium project with the other co-owners. The development is privately owned and maintained by the co-owners, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public. The master deed will designate the percentage of ownership of each condominium unit in the development. This percentage of value will determine your obligation for payment of monthly fees, assessments, and may determine your voting percentage at association meetings.

The bylaws should be read carefully as they contain provisions outlining your rights as an owner. Modifications or repairs to your unit may require approval of the co-owners association. There may be restrictions on pets, renting, use of recreational facilities, and other prohibitions in the bylaws that you should be aware of before signing a purchase agreement.

Association of Co-owners (Condominium Board):

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures are included in the condominium bylaws. The association of co-owners is elected by the co-owners and is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association has authority to determine the monthly maintenance fee and the amount of any special assessments. The association of co-owners may hire a management company to provide services for the development. Each co-owner must pay a monthly fee for these services and any special assessments.

Rules governing the association are written in the bylaws of the condominium development. After the association of co-owners is created, it may adopt bylaws for the operation of the association. Meetings of the co-owners association are meetings of a private entity, and not subject to the Open Meetings Act, which requires government agencies to allow public attendance at meetings. Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10 % of the annual budget on a non-cumulative basis.

You should receive a disclosure statement itemizing the association's budget at the time you are given the master deed. The monthly assessment is considered a lien on the condominium unit and you cannot be exempt from assessments and monthly fees by nonuse of any common elements or by abandonment of the condominium unit. Co-owners must notify the association if they rent or mortgage their unit.

If you have complaints with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally only professional arbitrators or the courts have jurisdiction over complaints between these parties.

Site Condominiums

The term "site condominium" is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure. Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Act.

There is another type of residential subdivision development in Michigan that is regulated in accordance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act.

Limited or General Common Elements

Limited common elements are property with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a unit that is a single family detached home may be a limited common element for use by the owner of that unit. General common elements may be roads, open space areas and recreation facilities. They are available for use by everyone in the development. The master deed specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

Condominium Documents

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement. Once the condominium association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operation expenses.

Preliminary Reservation Agreements

A preliminary reservation agreement gives you the opportunity to purchase a particular condominium unit for a specified period of time upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you subsequently enter into a purchase agreement, the developer must treat the payment made as if it was made under a purchase agreement.

Purchase Agreements

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day on which the documents listed below are received, if that day is a business day. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents. Some issues to consider before buying include the following:

- The bylaws may contain a variety of restrictions. The bylaws may require you to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce any legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction begins or is completed. Determine whether the agreements will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- You may want to determine if the developer is contractually obligated to finish the development. The local government may have required the developer to provide letters of credit to complete elements of the project.
- Do not rely on verbal promises, insist that everything be in writing and signed by the person who made the promise.
- When buying a condominium in a structure that has been converted from an existing building, you will also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components and their expected useful life. Ask to see copies of the building maintenance records, and find out what improvements the developer has made.

Documents the Developer Must Provide

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and escrow agreement
3. The condominium buyer's handbook.
4. A disclosure statement that must include information about:
 - the developer's previous experience with condominium projects,
 - any warranties undertaken by the developer, and
 - the extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.

Advisory Committee

The advisory committee is established when one of the following occurs, whichever happens first:

1. 120 days after 1/3 of the units are sold to nondeveloper co-owners.
2. One year after a unit is sold to a nondeveloper co-owner.

The purpose of the advisory committee is to meet with the project board of directors to facilitate communication and aid in the transition of control to the association of co-owners. The advisory committee ceases when a majority of the board of directors of the association of co-owners is elected by the nondeveloper co-owners.

Election of Board of Directors for Association of Co-owners

No later than 120 days after 25% of nondeveloper co-owners have title to the units that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the nondeveloper co-owners.

No later than 120 days after 50% of nondeveloper co-owners have title to the units that may be created, at least 33.3% of the board of directors shall be elected by nondeveloper co-owners.

No later than 120 days after 75% of nondeveloper co-owners have title to units that may be created, and before 90% are conveyed to nondeveloper co-owners, the nondeveloper co-owners shall elect all directors on the board, except if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created, the developer shall have the right to designate one director.

If titles to 75% - 100% of the units that may be created have not been conveyed, 54 months after the first conveyance, the nondeveloper co-owners shall elect the number of

board members equal to the percentage of units they hold. The developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer, if the developer has paid all assessments for those units.

Documents the Association Must Provide

The association of co-owners must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

Amendments to Condominium Documents

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner. Provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified without the consent of the co-owner. A co-owner's unit dimensions or the limited common elements to the co-owner's unit may not be modified without the co-owner's consent.

Remedies Available Pursuant to the Act

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

The bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A developer and a co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with sections 5001 to 5065 of Act No. 236 of 1961, MCL 600.5001 to 5065, which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

A condominium developer may be required to be a licensed residential builder under the Occupational Code. If a person has violated the Occupational Code or administrative rules, a complaint must be made within 18 months after completion, occupancy or purchase of a residential structure. Conduct subject to penalty is described in Article 24 of the Occupational Code. Complaints concerning construction may be filed with:

Michigan Department of Consumer & Industry Services
Bureau of Commercial Services
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.cis.state.mi.us/bcs

The Michigan Consumer Protection Act prohibits certain methods, acts, and practices, provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213
Lansing, MI 48909
Phone: (517) 373-1140
www.ag.state.mi.us

The Act provides the right to notify the agency in a governmental unit responsible for administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully aids in the advertisement of a statement or representation that misrepresents the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine or imprisonment or both. An action under this section shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

Legal References

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.

Condominium Rules, R559.101 et seq, 1985 Michigan Administrative Code

Occupational Code, P.A. 299 of 1980, MCL 339.101 et seq.

Consumer Protection Act, P.A. 331 of 1976, MCL 445.901 et seq.

Stille-Derossett-Halle Single State Construction Code Act, P.A. 230 of 1972, MCL 125.1501 et seq.

Approval: CIS Director

The Department of Consumer and Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

