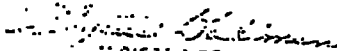


RECORDED

MASTER DEED

1988 AUG 22 PM 2:41

SUMMIT PARK CONDOMINIUM

 REGISTER OF DEEDS
 SHELBY COUNTY, MI

THIS MASTER DEED has been executed on August 22 88, 1988, on behalf of SUMMIT PARK PARTNERS, a Michigan partnership, of 600 South Beacon Boulevard, Grand Haven, Michigan (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan condominium Act, Act 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983 (hereinafter referred to as the "Act").

R E C I T A L S

A. The Developer desires to establish the real property described in Article II below, together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act.

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

ARTICLE INATURE OF PROJECT AND DEDICATION

A. This project is a residential condominium with convertible area. The project is so constituted as to comprise six residential units in the first phase. The Developer has an option to convert certain common elements into an additional six residential units, with limited common elements, as described in Article VIII and as depicted on Page 3 of Exhibit B to this Master Deed.

The six (6) residential condominium units which comprise the first phase of the project, and the six units which may be created by conversion of common elements, including the number, boundaries, dimensions and area thereof are set forth completely in the Condominium Subdivision Plan. The condominium project contains individual units designed for residential purposes, and each such unit is capable of individual utilization by reason of having its own entrance from and exit to a common element appurtenant thereto, and shall have an undivided and inseparable right to share with other co-owners the general common elements of the project as designated by this Master Deed.

B. Dedication: By executing and recording this Master Deed, the Developer establishes Summit Park Condominium (sometimes hereafter referred to as the "Condominium Project") as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented,

occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) and to the provisions of the Act. All of the provisions, covenants, (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed (including Exhibits A and B hereto) has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The real property which is dedicated to the condominium project established hereby is legally described as follows:

That part of Lots 43 and 44, Koster's Assessor's No. 2, Section 15, Town 8 North, Range 16 West, Village of Spring Lake, Ottawa County, Michigan, as recorded in Liber 8 of Plats, Page 78, described as beginning at a point on the West line of said Lot 43 which is due North 214.50 feet from the Southwest corner of said Lot 43; thence due North 65.96 feet to a point 111.50 feet South of the Southwest Corner of said Lot 42; thence South 89 degrees 58 minutes 30 seconds East 78.00 feet, thence due North 111.50 feet; thence South 89 degrees 58 minutes 30 seconds East 258.66 feet to the West line of Lot 48; thence South 00 degrees 12 minutes 33 seconds East along the West line of Lot 48 extended 285.44 feet; thence North 89 degrees 53 minutes 38 seconds West 66.07 feet; thence North 00 degrees 12 minutes 33 seconds West 0.25 feet; thence North 89 degrees 53 minutes 38 seconds West 193.54 feet; thence due North 107.25 feet; thence North 89 degrees 53 minutes 38 seconds West 78.00 feet to the point of beginning.

Handwritten initials: JMS

Ottawa County
Treasurer's Office
85
I hereby certify that there are no tax liens or other liens held by the State or individuals on lands described in this instrument and that all taxes for five years preceding date of 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 360, P.A. 1978
Depledge Spec. Assessment
S.R.
Treasurer

ARTICLE III

DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited

to, amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983.

(b) "Association" means Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate By-laws of the Association.

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

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project setting forth the rights and obligations of the co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

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

(g) "Condominium Premises" means and includes the land and the buildings, all improvements and structures there, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

(h) "Condominium Project" means Summit Park Condominium, a Condominium Project established pursuant to the Act.

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

(j) "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the Condominium Project and, therefore, is a member of the Association.

(l) "Developer" means Summit Park Partners, a Michigan partnership, which has prepared and executed this Master Deed, and shall include its successors and assigns.

(m) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

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

ARTICLE IV

TITLE AND NATURE

The Condominium Project shall be known as Summit Park Condominium, Ottawa County Subdivision No. 112.

The architectural plans for the Condominium Project have been filed with and approved by Village of Spring Lake, Ottawa County, Michigan. Such approval has been evidenced by the issuance of a building permit. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building in the Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exits to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

ARTICLE V ✓

COMMON ELEMENTS

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements.

The general common elements are:

(1) The land described in Article II hereof, including the roads, sidewalks, parking areas, lawns, landscaping and back yards, and all rights appertaining thereto;

(2) The electrical wiring throughout the Condominium Project, including that contained within unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit;

(3) The telephone wiring throughout the Condominium Project;

(4) The plumbing network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(5) The water distribution system, storm water discharge and detention system and sanitary sewer system throughout the Condominium Project;

(6) Foundations, supporting columns, unit perimeter walls and other walls as shown on Exhibit B (including windows, screens and doors therein), roofs, ceiling, floor construction between unit levels and any space between the ceiling and the roof, between the ground or foundation and the ground level construction, between the basement level and the ground level construction and between the ground or foundation and the basement level construction;

(7) The gas line network throughout the Condominium Project, including that contained in any unit walls, up to the point of connection with gas fixtures in any unit;

(8) Any television cable network or facilities that may from time to time be installed in the Condominium Project.

(9) All chimneys that may from time to time exist in the Condominium Project; and

(10) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of any unit, and which are intended for common use by all the co-owners or are necessary to the existence, upkeep and safety of the Condominium Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be general common elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements.

The limited common elements, which, except as otherwise provided in this Subsection B, shall be appurtenant to the unit or units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such unit or units, or their designee, are:

(1) Each garage, together with the individual driveway in front of each garage. One garage has been assigned to each unit in the Condominium Project;

(2) Each individual patio and deck in the Condominium Project;

(3) The interior surfaces of unit (both main floor and basement) and garage perimeter-walls (including windows, screens and doors therein), and the interior surfaces of the ceiling and floors contained within a unit or garage;

(4) Each individual heating unit, air conditioning unit (if any) and similar or related facilities in the Condominium Project;

(5) Each individual fireplace combustion chamber, if any, in the Condominium Project;

(6) Each individual walkway in the Condominium Project; and

(7) Each individual basement, if any, in the Condominium Project.

C. Upkeep of Common Elements and Appliances; Payment of Utility Bills.

The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, of certain appliances and for the payment of utility bills are as follows:

(1) The cost of decorating and maintaining, but not of repairing or replacing, except in case of co-owner fault, all surfaces referred to in Article V.B(3) above shall be borne by the co-owner of the unit to which such limited common elements appertain.

(2) The cost of decorating, maintaining, repairing and replacing the items referred to in Article V.B(4), as well as the water heater, garage door opener, internal unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

(3) Except as provided above, the cost of maintaining, decorating, repairing and replacing all general and limited common elements shall be borne by the Association, except to the extent of maintenance, repair or replacement due to the act or neglect of a co-owner or his agent, guest, invitee, family member or pet; for which such co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium

By-laws, any damage caused to a unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

(4) Each co-owner shall be responsible for the payment of the utilities attributable to his unit.

Any maintenance, repair or replacement (the cost of which is to be borne by the co-owner) may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner.

D. Use of Common Elements.

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

E. Environmental Control Committee.

As provided in Article VII, Section 1(b) of the Condominium Bylaws, the decoration and maintenance of all common elements, except the decoration of those common elements located within a unit (but this exception shall not include windows or other portions visible from the exterior), is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

F. Alterations.

Until the Developer has sold all of the units in the Condominium Project, it may, in its discretion (i) modify the dimensions of unsold units, or the general common elements or limited common elements appurtenant to any unit, by enlargement, combination, division or reduction in size and (ii) make such structural alterations it deems necessary or appropriate to any unsold units or common elements (provided that such structural alterations do not impair the structural integrity of any building). Any space in the Condominium Project which is or could be affected by such a dimension modification or structural alteration is hereby designated as "convertible areas". Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or both, and the responsibility for maintenance, repair and replacement therefor may be assigned by amendment effected solely by Developer or its successors but without the consent of any other person so long as such modifications or alterations do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. No unit so modified shall be conveyed until an amendment effectuating such modification is recorded.

The Developer may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives reasonable recognition to such unit or common element modifications based upon the method of original determination of percentages of value for the Condominium Project. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. ✓

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description.

A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, 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 first-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, but (3) not any common elements contained therein. Detailed architectural plans for the Condominium Project will be placed on file with the City Building Inspector.

B. Percentage of Value.

The total value of the project is 100%. Because the units are expected to have equal allocable expenses of maintenance, the percentage of value assigned to each unit is equal. This percentage of value shall be determinative of the proportionate share of each unit in the proceeds and expenses of administration, the value of such unit's vote at meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit).

ARTICLE VIIEASEMENTSA. Easements for Maintenance and Related Matters.

If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or of a foundation or support or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefitting and burdening each such unit or common element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall also be permanent easements to, through, over, under and across the Condominium Premises, including all units and interior walls, (1) for the maintenance and repair (including replacement) of common elements, which easement shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services". Every portion of a 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.

B. Easements Retained by Developer.

(1) Roadway Easements. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, an easement for the unrestricted use of all roads and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises in furtherance of any legitimate purpose.

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

(3) Repair and Replacement. The Developer retains for the benefit of itself and representatives of the Summit Park Condominiums and any utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities.

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

C. Termination of Easements.

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

ARTICLE VIII

CONVERTIBLE AREA

This Condominium Project contains convertible area, as defined by the Act. The convertible area is that portion of the land on which Buildings B, E, and F are situated on Page 3 of Exhibit B to this Master Deed (the Condominium Subdivision Plans). Units B, E, and F are labelled as "Need not be Built" on Page 3 of Exhibit B.

The Developer reserves the right to create a maximum of six residential condominiums units within the convertible area, being two residential units per building. The structures which may be erected, built or placed upon or within the convertible area, if the developer so elects, must conform to the Condominium Subdivision Plans, Exhibit B to the Master Deed, and particularly to Pages 5 and 6 of Exhibit B, which are the floor plans and building cross-sections. By conforming the structures which may be built in the convertible area to the Condominium Subdivision Plans it is believed that those structures will be totally compatible with the structures on the other portions of the condominium project.

The improvements which may be made within the convertible area, apart from Buildings B, E, and F themselves, include gas, electric, water and sewer lines to provide utilities to the Buildings, and the drives, porches and sidewalks (said drives, porches, and sidewalks

being depicted on Page 3 of Exhibit B). In addition, the Developer may install landscaping which is compatible with the landscaping installed for Buildings A, C, and D.

The Developer reserves the right to create limited common elements within the convertible area, and this is also depicted on Page 3 of Exhibit B to this Master Deed. The portion of the convertible area on which the developer may create limited common elements is generally described as the Southeast and Southwest corners of Building B, and the Northeast and Northwest corners of Building E and F. As shown on Page 5 of Exhibit B, these corners are to be improved as screened porches on Unit 3 and 4 (Building B), and as walkout basements with patio on Units 9, 10, 11 and 12 (Buildings E and F). In the event that the Developer builds Buildings B, E, or F, and elects to create the limited common elements described in this paragraph, then these limited common elements will be assigned to the owners of Units 3, 4, 9, 10, 11 and 12, respectively, when title to those units is conveyed by the Developer.

The Developer's right to create additional units and limited common elements must be exercised, if at all, no later than six years after the initial recording of this Master Deed. If the right is not exercised within that time it shall expire.

ARTICLE IX

AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor any, any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. (1) The condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners, hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insured mortgages shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

(2) This Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the co-owners in number and value and two-thirds of the mortgagees. For such purposes, a mortgagee shall have one vote for each mortgage held.

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

(4) Provided, however, that in no case, unless (i) all of the first mortgagees, (ii) all owners (other than the Developer) of the individual Condominium units, and (iii) the Developer (if at that time it owns any units or any unit remains to be created) have given their prior written approval, shall the Association be entitled to:

(a) By any act or omission seek to abandon or terminate the Condominium Project;

(b) Change the pro rata interest or obligations of any individual Condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium unit in the common elements; or

(c) Partition or subdivide any Condominium unit.

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

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

(7) Articles II, V, VI, VII, VIII and IX shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer, so long as the Developer continues to offer any unit in the Condominium for sale or so long as there remains any unit that may be created.

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

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

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which shall be deemed expenses of administration.

ARTICLE X

CONTROLLING LAW

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

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

Witnesses:

Summit Park Partners, a Michigan partnership

By: ROSS POPE CONSTRUCTION, INC.,
Partner

Beverly Boeve
Beverly Boeve

By Ross E. Pope
Ross E. Pope, President

By: INVESTMENT PROPERTY ASSOCIATES,
INC., Partner

Peggy Andress
Peggy Andress

By Denny Churette
Denny Churette, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on August 22, 1988, by Ross E. Pope and Denny Churette, the Presidents, respectively, of Ross Pope Construction, Inc., and Investment Property Associates, Inc., both Michigan corporations which are partners of Summit Park Partners, a Michigan partnership, on behalf of said corporations as the partners of said partnership.

Peggy Address
Peggy Address Notary Public
Ottawa County, Michigan
My Commission Expires:
April 20, 1992

PEGGY ADDRESS
Notary Public, Ottawa County, MI
My Commission Expires April 20, 1992

Document prepared by:

Philip R. Sielski, Esq.
BUSSARD & SIELSKI
Business Address:
P. O. Box 281
234 1/2 Washington
Grand Haven, Michigan 49417

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 112

EXHIBIT B TO THE MASTER DEED OF SUMMIT PARK CONDOMINIUM VILLAGE OF SPRING LAKE, 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:
SUMMIT PARK PARTNERS
600 S. BEACON BLVD.; P.O. BOX 326
GRAND HAVEN, MICHIGAN 49417

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

PROPERTY DESCRIPTION

THAT PART OF LOTS 43 AND 44, KOSTER'S ASSESSOR'S NO. 2, SECTION 15,
TOWN 8 NORTH, RANGE 16 WEST, VILLAGE OF SPRING LAKE, OTTAWA COUNTY,
MICHIGAN, AS RECORDED IN LIBER 8 OF PLATS, PAGE 78, DESCRIBED AS
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 43 WHICH IS DUE NORTH
214.56 FEET FROM SOUTHWEST CORNER OF SAID LOT 43; THENCE DUE NORTH
65.96 FEET TO A POINT 111.50 FEET SOUTH OF THE SOUTHWEST CORNER OF
SAID LOT 42; THENCE SOUTH 89° 58'38" EAST 78.88 FEET, THENCE
DUE NORTH 111.50 FEET; THENCE SOUTH 89° 58'38" EAST 258.66 FEET TO THE
WEST LINE OF LOT 48; THENCE SOUTH 88° 12'33" EAST ALONG THE WEST LINE OF
LOT 48 EXTENDED 205.44 FEET; THENCE NORTH 89° 53'38" WEST 86.87 FEET;
THENCE NORTH 88° 12'33" WEST 0.25 FEET; THENCE NORTH 89° 53'38" WEST
193.54 FEET; THENCE DUE NORTH 187.25 FEET; THENCE NORTH 89° 53'38"
WEST 78.88 FEET TO THE POINT OF BEGINNING.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. FLOOR PLANS
6. BUILDING CROSS-SECTION



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

PROPOSED DATED: 8/12/88

SHEET 1

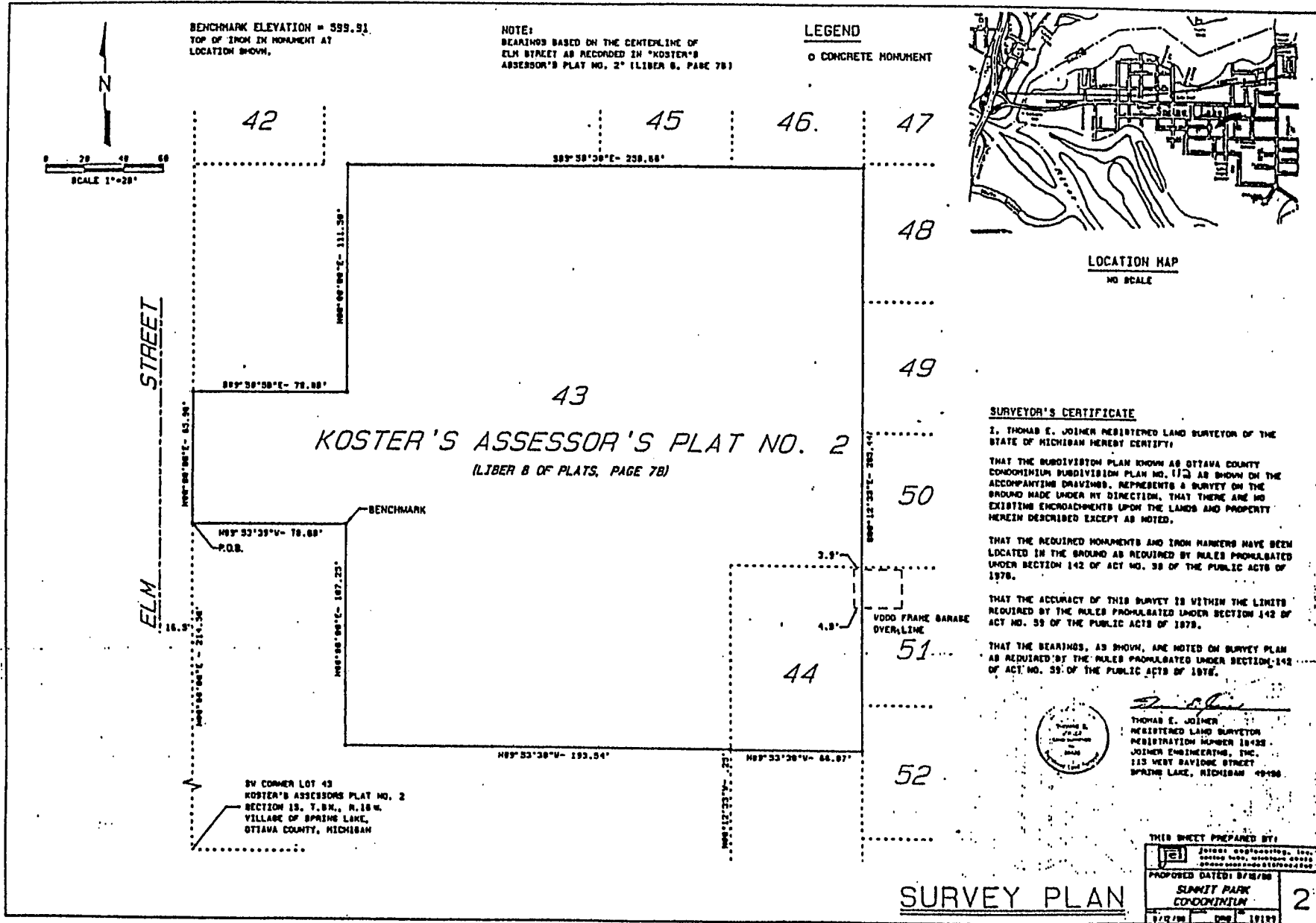
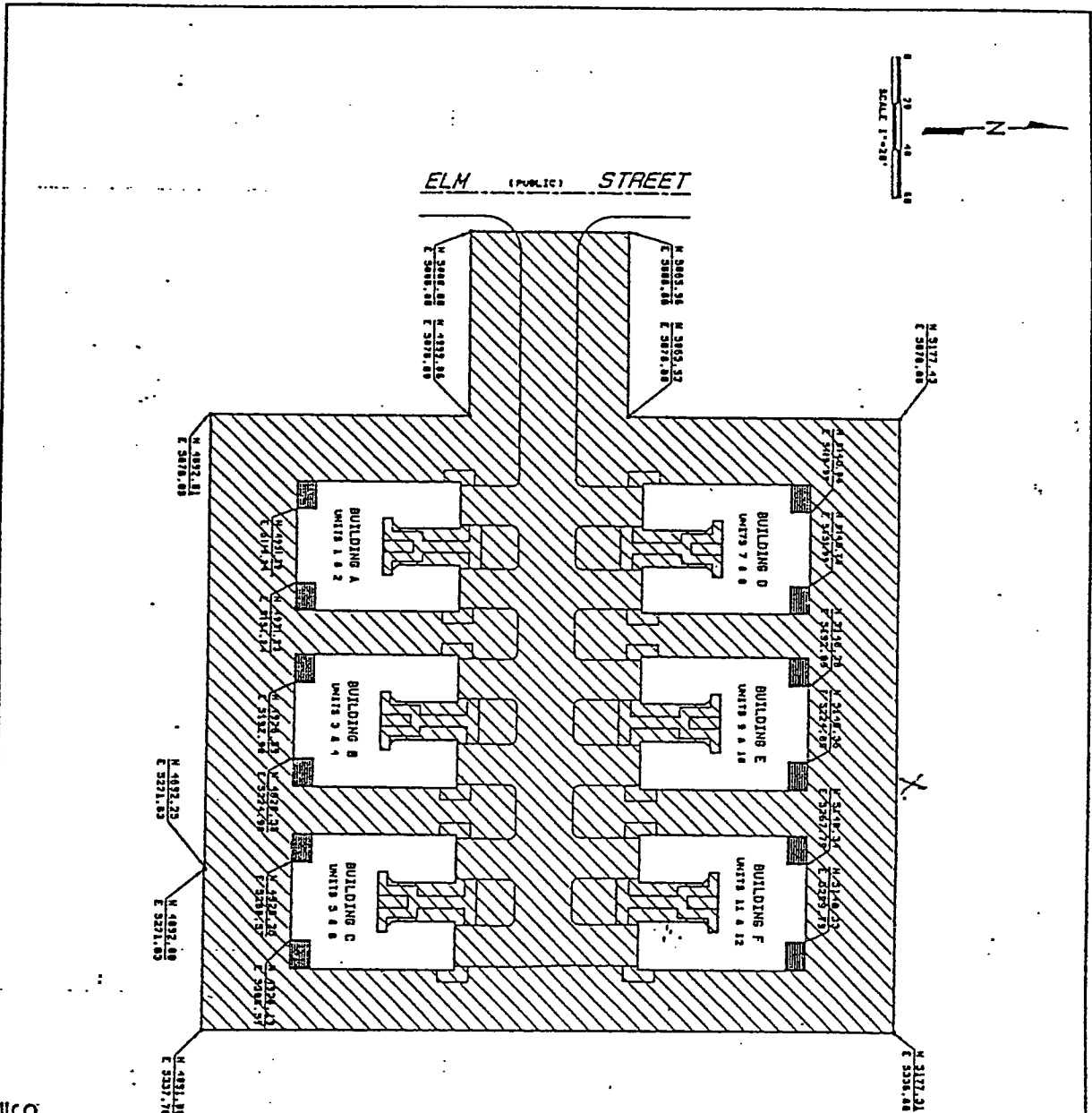


EXHIBIT B
 Condominium Subdivision Plan
 of
 Summit Park Condominium



LEGEND

▨ GENERAL COMMON ELEMENT

▨ LIMITED COMMON ELEMENT

— LIMIT OF OWNERSHIP

NOTE:
 BUILDINGS A, C & D AND ALL APPOINTMENT PARKING AREAS, YARDS, DRIVEWAYS AND SERVICE DRIVE MUST BE BUILT.
 BUILDINGS B, E & F AND ALL APPOINTMENT PARKING AREAS, YARDS, DRIVEWAYS AND SERVICE DRIVE MUST NOT BE BUILT AND ARE COMPROMISE AREAS & NOT BUILT.

THOMAS E. JENKINS
 REGISTERED LAND SURVEYOR
 JOHNSON ENGINEERING, INC.
 113 WEST SAUNDERS STREET
 SPRING LAKE, MICHIGAN 49786



SITE PLAN

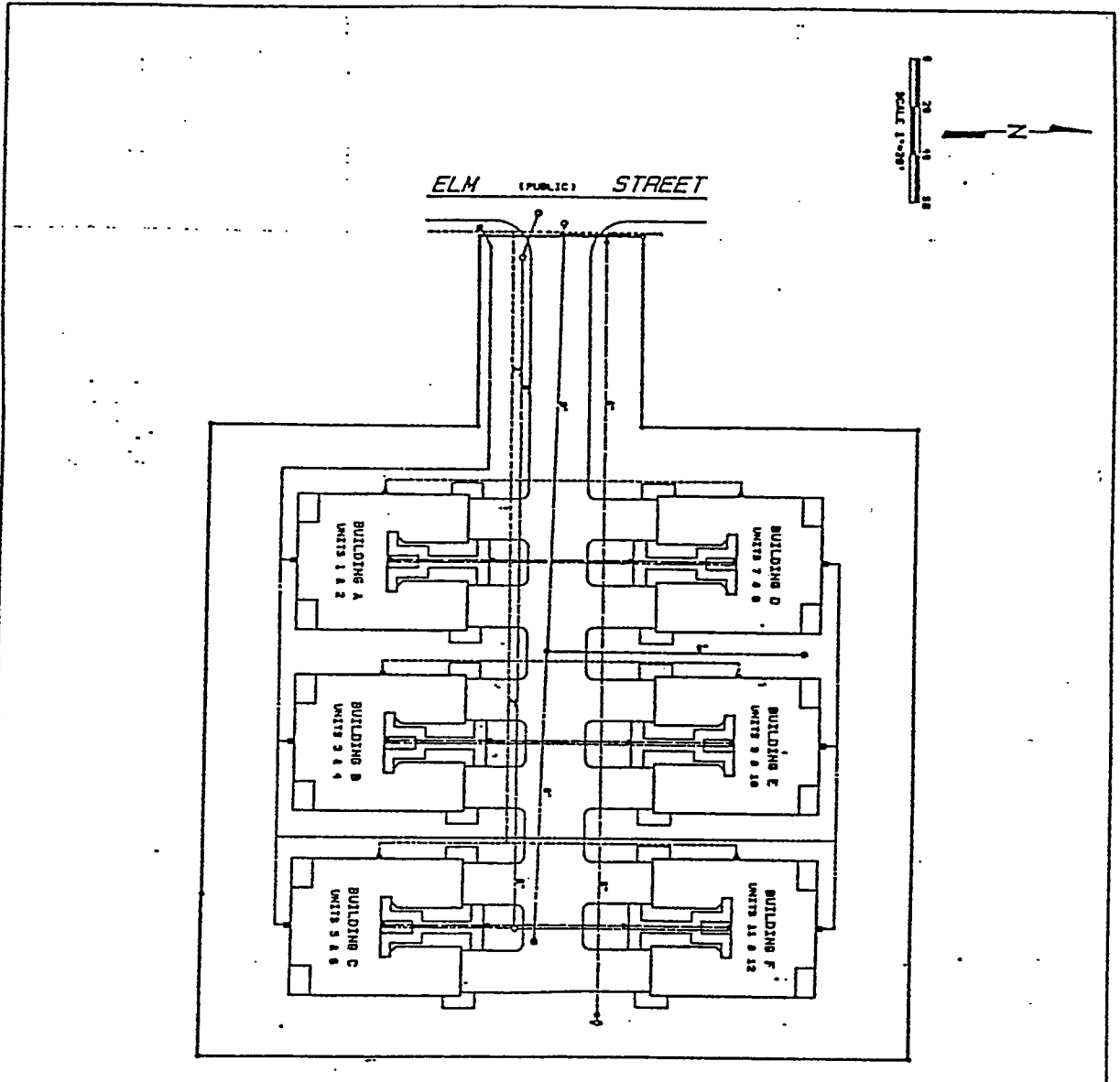
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PROPOSED SUBDIVISION OF
 SUMMIT PARK
 CONDOMINIUM

DATE: 12/15/01

3

EXHIBIT B
Condominium Subdivision Plan
of
Summit Park Condominium



UTILITY PLAN

UTILITY	SOURCE OF LOCATION
SANITARY SEWER	METROPOLIS
WATER	METROPOLIS
STORM SEWER	METROPOLIS
Gas	MICHIGAN GAS UTILITIES
TELEPHONE	MICHIGAN BELL TELEPHONE
ELECTRIC	CONSUMERS POWER
CABLE TELEVISION	CENTEL CABLE TV

- LEGEND**
- STORM SEWER
 - SANITARY SEWER LATERAL (IF UNITS NOTED)
 - WATER SERVICE LATERAL (IF UNITS NOTED)
 - GAS SERVICE LATERAL
 - ELECTRIC TELEPHONE & CABLE TV SERVICE LATERALS
 - ELECTRIC METER LOCATION (IF EACH LOCATION)
 - GAS METER LOCATION (IF EACH LOCATION)
 - WATER METER LOCATION
 - MIMIC
 - ◇ FINE PROPORT
 - WATER VALVE
 - CATCHBASIN
- NOTE:**
ALL UTILITIES SERVING BUILDINGS A, C & F MUST BE BUILT.

THOMAS E. JOHNSON
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18425
JOHNSON ENGINEERING, INC.
112 WEST BAYVIEW STREET
SPRING LAKE, MICHIGAN 49456




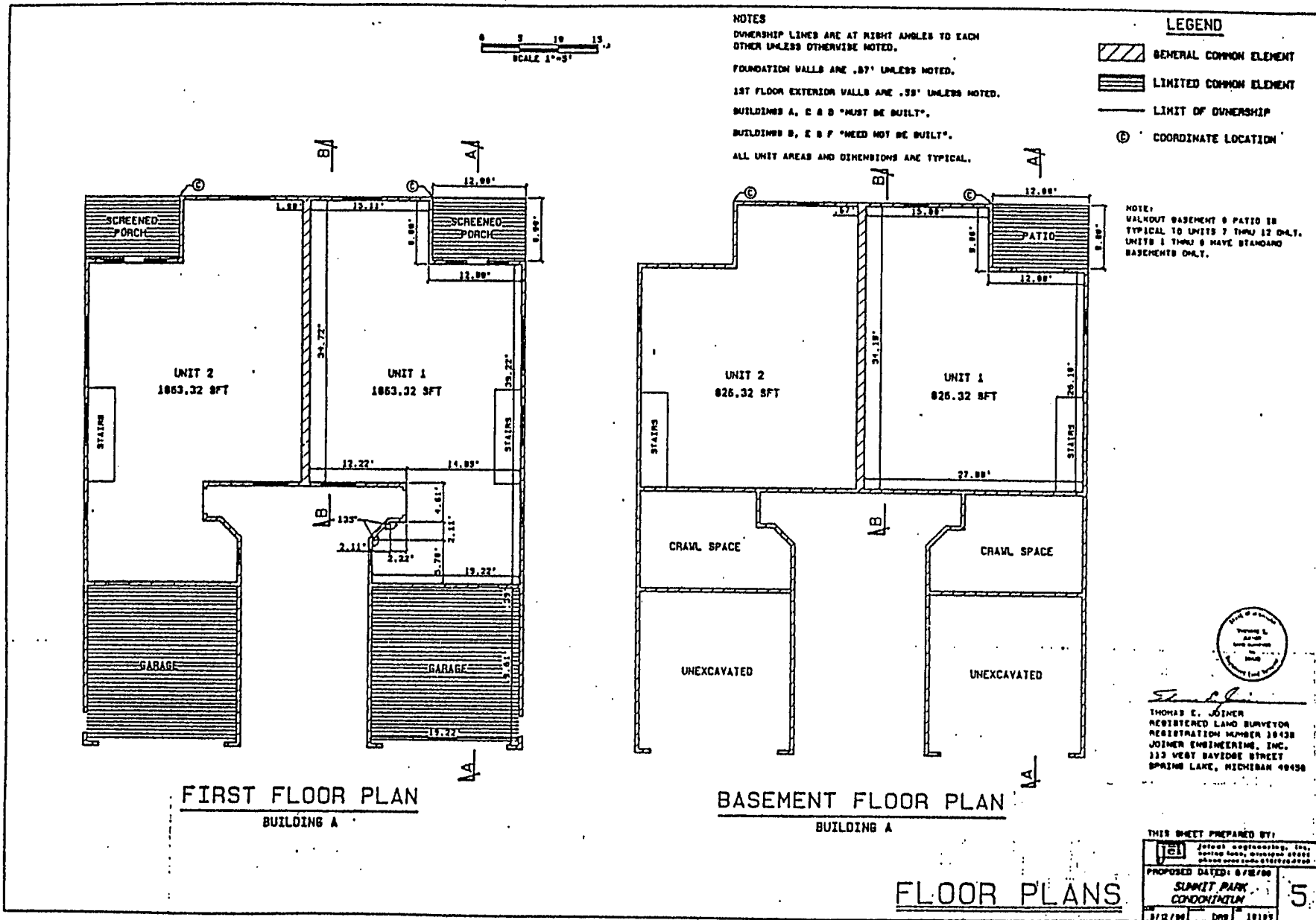
THIS SHEET PREPARED BY:

 JOHNSON ENGINEERING, INC.
 112 WEST BAYVIEW STREET
 SPRING LAKE, MICHIGAN 49456
 PROPOSED SUBDIVISION OF:
 SUMMIT PARK
 CONDOMINIUM
 SHEET 4

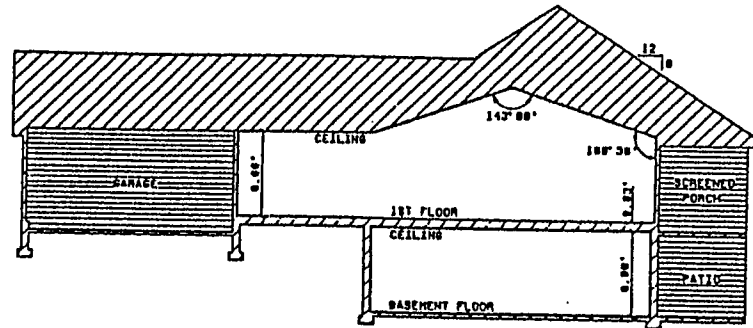
EXHIBIT B
 Condominium Subdivision Plan
 of
 Summit Park Condominium



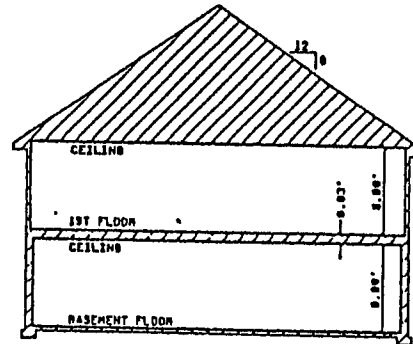
THOMAS E. JOHNER
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 10428
 JOHNER ENGINEERING, INC.
 113 WEST SAVIDGE STREET
 SPRING LAKE, MICHIGAN 49080

THIS SHEET PREPARED BY:
 [Logo] Jotob Engineering, Inc.
 20000 Lake, Spring Lake, MI 49080
 PHONE: 616-291-0000
 PROPOSED DATED: 8/18/00
 SUMMIT PARK CONDOMINIUM
 5

EXHIBIT B
Condominium Subdivision Plan
of
Summit Park Condominium






SECTION A-A



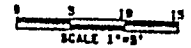
SECTION B-B

NOTE:
WALKOUT BASEMENT & PATIO IS
TYPICAL TO UNITS 7 THRU 12 ONLY.
UNITS 1 THRU 6 HAVE STANDARD
BASEMENTS ONLY.

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMIT OF OWNERSHIP

NOTES
OWNERSHIP LINES ARE AT RIGHT ANGLES TO EACH
OTHER UNLESS OTHERWISE NOTED.
ALL UNIT AREAS AND DIMENSIONS ARE TYPICAL
UNLESS OTHERWISE SHOWN.




1ST FLOOR ELEVATION
BLDG. A = 893.31



THOMAS E. JOINER
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 18423
JOINER ENGINEERING, INC.
113 WEST DAVIDGE STREET
SPRING LAKE, MICHIGAN 49456

BUILDING CROSS-SECTION

THIS SHEET PREPARED BY:

	20000' AutoCAD 2000 Spring Lake, Michigan 49456 Phone 616-965-0100
PROPOSED DATED 1/18/00	
SUMMIT PARK CONDOMINIUM	
1/18/00	DRG 12113

6

FIRST AMENDMENT TO MASTER DEED

SUMMIT PARK CONDOMINIUM

OTTAWA COUNTY SUBDIVISION NO. 112

RECORDED

1989 JUL 28 AM 10:00

Stephen G. Collins
 REGISTER OF DEEDS
 OTTAWA COUNTY, MICHIGAN

THIS FIRST AMENDMENT to Master Deed has been executed on the 23rd day of July, 1989, on behalf of Summit Park Partners, a Michigan partnership, of 600 S. Beacon Boulevard, Grand Haven, Michigan (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982, and in Act 113 of the Public Acts of 1983 (hereinafter referred to as "Act").

RECITALS

A. The Developer has established certain real property situated in the Village of Spring Lake, Ottawa County, Michigan as a Condominium Project under the provisions of the Act, by making and recording a Master Deed. The Master Deed for the Condominium is recorded at the Office of the Ottawa County Register of Deeds, Liber 1286, pages 12 to 52.

B. Attached to the Master Deed for the Condominium is a set of Condominium Bylaws. In Article IV, Section 1 of said Bylaws, the Developer has the right to appoint a certain number of directors to the Board of Directors for the Summit Park Condominium Association. As recorded at Liber 1286, page 29, the said Bylaw is incomplete because certain blanks in the form of the Bylaws were not completed and filled in.

C. In Article X of the Master Deed, entitled "Amendment" the Developer has reserved the right to amend the Condominium documents for any purpose which does not materially alter or change the rights of the co-owner or mortgagee. Article X, Subsection A specifically provides that an amendment which is made for the purpose of correcting an error in the Condominium documents is an example of an amendment which does not materially alter or change the rights of a co-owner or mortgagee. Further, legal or equitable title to none of the units has yet been conveyed to any co-owner.

NOW, THEREFORE, the Developer does hereby amend Article IV, entitled ADMINISTRATION, Section 1, entitled BOARD OF DIRECTORS, of Exhibit A, being the Condominium Bylaws of Summit Park Condominium to read in its entirety as follows:

ARTICLE IV

Administration

Section 1. BOARD OF DIRECTORS. The business, property and affairs of the Association shall be managed by a Board of Directors, consisting of three persons; provided, that until new Directors are elected at the first meeting of members as provided in Article III, Section 1, hereof, the Directors designated by the Incorporator, or their successors who are appointed as provided in the Association Bylaws shall serve. The entire Board of Directors shall be elected at the first meeting of the Association, each annual meeting of the Association, and at any meeting of the Association called by the Board of Directors for the particular purpose of electing Directors, in the following manner:

a. If legal or equitable title to from 9 to 10 condominium Units has been conveyed to non developer co-owners, and the Developer is the co-owner of an offer for sale at least two condominium units, or at least two condominium units that may be created remain to be created or completed, then the Developer shall be entitled to designate one of the three Directors;

b. Subject to Subsection c. below, if legal or equitable title to from 1 to 8 condominium units has been conveyed to non developer co-owners, then the Developer shall be entitled to designate two of the three Directors;

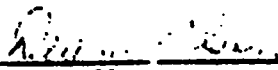
c. If 54 months have elapsed since the first conveyance of legal or equitable title to a condominium unit to a non developer co-owner, and Subsection a. above does not apply, then the Developer shall not be entitled to designate any directors, but shall participate in the election provided for in Subsection d. of this Section, in the same manner as if the Developer were a non developer member of the Association; and

d. All the Directors not designated by the Developer pursuant to Subsections a. and b. of this Section shall be elected by the non developer members. Whenever the non developer members become entitled to elect one or more additional directors pursuant to the above formula, the Board of Directors shall provide due notice of a meeting at which an election of all the Directors shall take place. The Board of Directors shall schedule such meeting to occur no later than 120 days after the Non developer members become so entitled, or, if such meeting would be, the first meeting of the Association, as provided in Article III, Section above. A Board of Directors elected pursuant to these provisions shall serve until the earlier of the next annual meeting of the Association or such time as it has been replaced in accordance with the provisions of these Condominium By Laws and the Association By Laws."

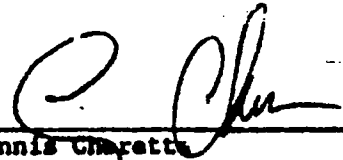
In all other and material respects, the Developer does hereby ratify and confirm the provisions of the Master Deed, as amended.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Master Deed on the date first above written.


SUMMIT PARK PARTNERS,
a Michigan Partnership




Deana Olson



Dennis Charette



Beverly Boeve



Ross E. Pope

STATE OF MICHIGAN)
) SS
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on July 25, 1989, by Dennis Charette and Ross E. Pope, Partners respectively of Summit Park Partners, a Michigan Partnership, on behalf of said partnership.

Notary Public Beverly Boeve
Ottawa County, MI
My Commission Expires: 4/20/92

THIS DOCUMENT PREPARED BY:

Philip R. Sielski
Attorney at Law
P.O. Box 281
234 1/2 Washington Street
Grand Haven, MI 49417
(616) 842-5210

SECOND AMENDMENT TO MASTER DEED

SUMMIT PARK CONDOMINIUM

OTTAWA COUNTY SUBDIVISION NO. 112

THIS SECOND AMENDMENT TO MASTER DEED has been executed on this 10th day of April, 1990, on behalf of Summit Park Partners, a Michigan partnership, of 600 S. Beacon Boulevard, Grand Haven, Michigan (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to those amendments contained in Act 538 of the Public Acts of 1982, and in Act 113 of the Public Acts of 1983 (hereinafter referred to as the "Act").

RECITALS

A. The Developer has established certain real property situated in the Village of Spring Lake, Ottawa County, Michigan as a Condominium Project under the provisions of the Act, by making and recording a Master Deed. The Master Deed for the Condominium is recorded at the Office of the Ottawa County Register of Deeds, Liber 1286, Pages 12 to 58, inclusive.

B. Pursuant to the Act, the Developer has reserved the right to amend the Master Deed for any purpose if the amendment does not materially alter or change the rights of a co-owner. This right to amend is reserved in Article IX, Section A (1) of the Master Deed.

C. The Developer has negotiated an agreement with MILLS PROPERTY MANAGEMENT, a Michigan co-partnership, to assign to said partnership the rights of the Developer under the Master Deed, including, but not limited to, the right to construct Buildings B, C, and E, as depicted on the Condominium Subdivision Plan (Exhibit B to the Master Deed). Developer has received an opinion that such assignment will not materially alter the rights of any co-owner or mortgagee.

D. The Developer desires to amend the Master Deed to designate MILLS PROPERTY MANAGEMENT, a Michigan partnership, consisting of William H. Mills, and David J. Mills, as the "Developer" with respect to Building B (Units 3 and 4); Building C (Units 5 and 6); and Building E (Units 9 and 10).

NOW, THEREFORE, the Developer does hereby amend Article III, entitled "Definitions", Section (1), entitled "Developer", to read in its entirety as follows:

Article III
Definitions

"(1) "Developer" means Summit Park Partners, a Michigan partnership, which has prepared and executed this Master Deed, and shall include its successors. With respect to Building B (Units 3 & 4), Building C (Units 5 & 6) and Building E (Units 9 & 10).


In all other and material respects, the developer Does hereby ratify and confirm the provisions of the Master Deed, as amended.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to Master Deed on the date first above written.


SUMMIT PARK PARTNERS

Investment Property Associates
managing partner

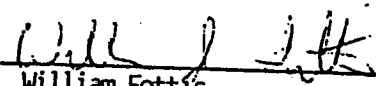
WITNESSES:



Beverly Boeve



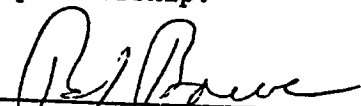
Denny Churette, President



William Fetti's

STATE OF MICHIGAN)
) SS
COUNTY OF OTTAWA)

The foregoing Second Amendment to Master Deed was acknowledged before me by Denny Churette, President of Investment Property Associates, Inc., managing partners of Summit Park Partners, a Michigan partnership, as the duly authorized and free act and deed of said partnership.



Notary Public Beverly Boeve
Ottawa County, Michigan
My Commission Expires 4/20/92

PREPARED BY:

Philip R. Sielski, Esq.
234 1/2 Washington, P.O. Box 281
Grand Haven, MI 49417

RECORDED

1990 JUN 27 PM 3:22

LIBER 1416 PAGE 833

THIRD AMENDMENT TO

MASTER DEED

SUMMIT PARK CONDOMINIUM

OTTAWA COUNTY SUBDIVISION NO. 112

THIS THIRD AMENDMENT TO MASTER DEED has been executed on this 25th day of June, 1990, on behalf of Summit Park Partners, a Michigan partnership, of 600 S. Beacon Boulevard, Grand Haven, Michigan (hereinafter referred to as "Developer"). and MILLS PROPERTY MANAGEMENT, a Michigan partnership, of 1095 Third Avenue, Muskegon, Michigan (hereinafter referred to as "Successor Developer"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including but not limited to those amendments contained in Act 538 of the Public Acts of 1982, and those contained in Act 113 of the Public Acts of 1983 (hereinafter referred to as the "Act").

RECITALS

A. The Developer has established certain real property in the Village of Spring Lake, Ottawa County, Michigan, as a Condominium Project under the Provisions of the Act, by making and recording a Master Deed. The Master Deed for the Condominium is recorded at the Office of the Ottawa County Register of Deeds, Liber 1286, Pages 12 to 58 inclusive.

B. The Developer was responsible for the construction of Buildings A (Units 1 & 2), D (Units 7 & 8), and F (Units 11 & 12). Building F was modified slightly from the floor plans contained in Exhibit B of the Master Deed (Condominium Subdivision Plan). The modification consisted of changing the entranceway to Units 11 and 12 by moving the exterior wall out, thus creating more interior space and reducing the size of the porch area, the porch area being limited common element.

C. Under Article V, Section F, the Developer has retained the right, in its discretion, to modify the dimensions of unsold units, of general common elements, or of limited common elements appurtenant to a unit, and to make structural alterations it deems necessary or appropriate. This right can be exercised prior to the time that all of the units have been sold, and without the consent of any other person, so long as the modifications or alternations do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modification unit. Article V, Section F requires an amendment to the Master Deed to be recorded to effectuate the modification.

D: The Developer has caused to be prepared a revised floor plan of Building F, containing Units 11 and 12, which depicts the modified entranceway, and desires to record this Amendment in order to effectuate the modification. The Successor Developer joins in the execution of this Amendment only for the purpose of preventing a question as to authority to make such amendment.

NOW, THEREFORE, the Developer and Successor Developer, do hereby amend the Master Deed of Summit Park Condominium, Subdivision No. 112, by amending Exhibit B (Condominium Subdivision Plan), with respect to Building F (Units 11 and 12) to contain the floor plan depicted on the attached "Exhibit A", with the general common elements, limited common elements and limits of ownership as depicted thereon.

In all other and material respects, the Developer and Successive Developer do hereby ratify and confirm the provisions of the Master Deed, as amended.

DEVELOPER:
SUMMIT PARK PARTNERS

By: Investment Property
Associates Inc.
Managing Partner

WITNESSES:


Beverly Boeve



Denny Cherette, President


Deana Olson

SUCCESSOR DEVELOPER:

Mills Property Management


Beverly Boeve


William Mills, Partner


Deana Olson

STATE OF MICHIGAN)
) SS
COUNTY OF OTTAWA)

The foregoing Third Amendment to Master Deed was acknowledged before me by Denny Cherette, President of Investment Property Associates, managing partner of Summit Park Partners, and William Mills, partner of Mills Property Management, the Developer and Successor Developer, respectively, as the duly authorized and free act and deed of said partnership.



Notary Public Beverly Boeve
Ottawa County, Michigan
My Commission Expires: 4/20/92

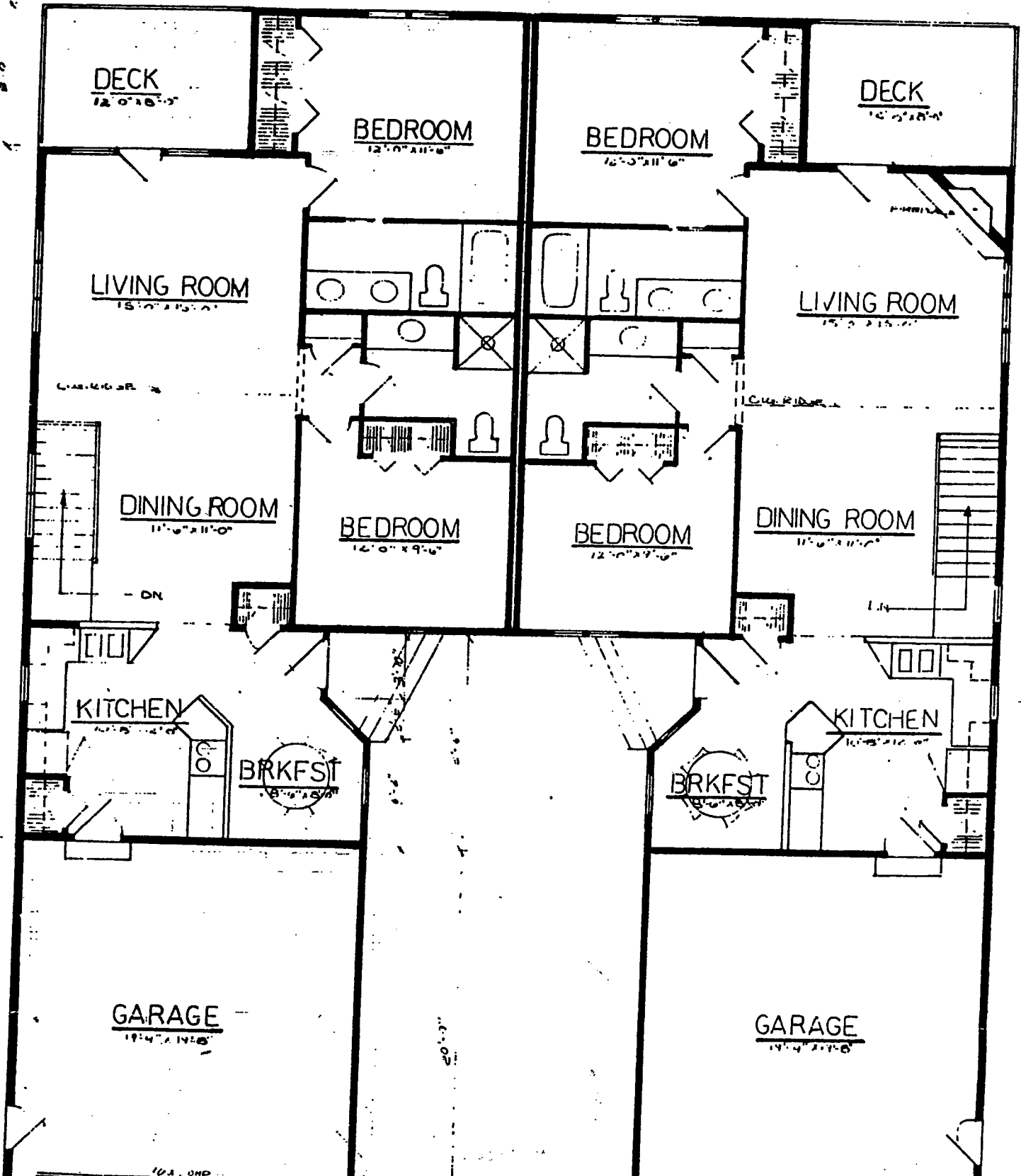
PREPARED BY:

Philip R. Sielski, Esq.
234 1/2 Washington,
P.O. Box 281
Grand Haven, MI 49417

"EXHIBIT A"
THIRD AMENDMENT TO MASTER DEED
SUMMIT PARK CONDOMINIUM
Ottawa County Subdivision No. 112



BUILDING F, Units 11 & 12
Modified Floor Plan



SUMMIT PARK CONDOMINIUM

ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Condominium Bylaws of SUMMIT PARK CONDOMINIUM (the "Condominium Bylaws"), as attached to the Master Deed and recorded in Liber 1286 Pages 12 through 58, Ottawa County Records, are hereby incorporated by reference and adoption in their entirety as a part of the Bylaws of this Corporation. The Corporation is therein and hereinafter referred to as the "Association."

ARTICLE II

MEETINGS

Section 1. Procedure. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, these Bylaws, the Condominium Bylaws, the Master Deed or the laws of the State of Michigan.

Section 2. Meetings. The first meeting of the members of the Association shall be held in accordance with Article III, Section 1, of the Condominium Bylaws. The date, time and place of the first meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, annual meetings of members of the Association shall be held at such time and place as shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article III of these Bylaws and Article IV, Section 1 of the Condominium Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the members of the Association shall be held in accordance with the provisions of Article III, Section 4, of the Condominium Bylaws.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve a notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten

(10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice required to be filed with the Association by Article II, Section 3 of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. Adjournment. If any meeting of members cannot be held because a quorum, as defined in the Condominium Bylaws, is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

Section 6. Attendance Via Conference Telephone or Similar Communications Equipment. A member may attend and participate in a meeting of members via a conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation by a member in a meeting shall constitute presence in person at the meetings.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number. As provided in the Condominium Bylaws, the affairs of the Association shall initially be governed by a Board of three (3) Directors, all of whom, except for the first Board of Directors designated in the Articles of Incorporation of the Association and their appointed successors, must be members of (or directors or officers of members of) the Association. Directors shall serve without compensation.

Section 2. Election; Terms. The first Board of Directors designated in the Articles of Incorporation, and their appointed successors, shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article III, Section 2 of these Bylaws. Such successor Board of Directors shall be elected by the Developer and by the non-Developer members, as provided by Article IV, Section 1 of the Condominium Bylaws. The Directors shall serve one (1) year terms, unless they sooner resign, are removed pursuant hereto or are replaced in accordance with the provisions of the Condominium Bylaws. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors. Each person so elected shall be a Director until a successor is elected to fill the remainder of the term at the next meeting of the Association.

Section 5. Removal. At any regular meeting of the Association duly called, and at any special meeting of the Association called in whole or in part for such purpose, and subject to the requirements of Article II hereof, any one or more of the Directors may be removed with or without cause by a vote of those members entitled to vote in an election of such Director's replacement, unless the votes cast against the Director's removal would be sufficient to elect the Director if then cumulatively voted in an election in which that Director would be standing for election. At that time a successor shall then and there be elected to fill the vacancy thus created. A successor director so elected shall serve until the end of the term of the person he was elected to replace. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Initial Meeting. the first meeting of a newly elected Board of Directors shall be held within ten (10) days after its election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least three (3) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof unless his appearance is for the purpose of protesting the holding of such meeting. If all the Directors are present at any

meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum, but no proxies shall be permitted.

Section 11. Bonding. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. Designation. The officers of the Association shall be a President, Secretary and a Treasurer, who shall all be members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the

corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. He shall ensure that expenditures for the maintenance and repair of common elements and any other expenses incurred by or in behalf of the Condominium are properly recorded. In accordance with Article V, Section 3, of the Condominium Bylaws, the Treasurer shall prepare and distribute to each member at least once per year the Association financial statement.

Section 7. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. Description. If so determined by the Board of Directors, the Association shall have a seal which shall have inscribed thereon the name of the Corporation, and the words "Corporate Seal" and "Michigan."

ARTICLE VI

FINANCE

Section 1. Handling. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Depository. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Association Director and officer as provided in Article IV, Section 6, of the Condominium Bylaws.

ARTICLE VIII

AMENDMENTS

Section 1. Method. These Bylaws (but not Condominium Bylaws) may be amended by the Association, at a duly constituted meeting for such purpose, by an affirmative vote or a two-thirds (2/3) majority of the members present in person or by proxy, as provided in the Condominium Bylaws.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Meeting. Upon any such amendment being purposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II, Section 3, of these Bylaws.

Section 4. Amendments Prior to Initial Meeting. Prior to the first meeting of members, these Bylaws may be amended only by the Board of Directors of the Association upon the motion of a Director, so long as such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights, of any member of the Association.

Section 5. Effective Date. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 or 4 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ARTICLE IX

COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Act, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said Master Deed or the Exhibits thereto, the provisions of the Act, law and said Master Deed shall be controlling, as set forth in Article XV of the Condominium Bylaws.

AMENDED
DISCLOSURE STATEMENT
FOR
SUMMIT PARK CONDOMINIUMS

Developer: Mills Property Management
1095 Third Avenue
Muskegon, Michigan

A convertible residential condominium project located in Spring Lake, Michigan. The initial phase of the project consists of Six (6) units. The project may be expanded to include as many as Six (6) additional units. The decision to expand must be made not later than six (6) years after recordation of the Master deed for Summit Park Condominiums

The effective date of the Disclosure Statement is June 7, 1990.

THE DISCLOSURE STATEMENT HAS BEEN FILED WITH THE CORPORATION AND SECURITIES BUREAU, MICHIGAN DEPARTMENT OF COMMERCE, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48913. THE DEPARTMENT HAS NOT UNDERTAKEN TO PASS ON THE VALUE OF MERITS OR THE DEVELOPMENT NOR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS DEVELOPMENT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER LEGAL DOCUMENTS AND ALL BUYERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO.

WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.

DISCLOSURE STATEMENT

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SUMMARY OF PROJECT

Size of Project:

Summit Park Condominium is located in the Village of Spring Lake, Michigan.

Summit Park is a residential condominium which will initially contain Six units. It may be expanded to as many as Six additional units, by converting common elements to residential units and limited common elements. The Developer, Mills Property Management, has the exclusive right to determine whether further expansion will occur. Mills Property Management must, however, determine the size of the project no later than six (6) years after recordation of the Master Deed for Summit Park Condominiums. The convertible area shown on Exhibit B to the Master Deed, and generally is the area designated for Buildings B, E, and F, as shown on the Subdivision Plans.

The initial phase of Summit Park consists of six (6) residential condominiums.

Recreational Facilities

The condominium units are residential in nature. No additional recreational facilities are required of Developer.

ORGANIZATION AND CONTROL OF THE CONDOMINIUM

Information about the government and organization of condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce, and provided to you by Mills Property Management. Control passes from the developer at the time referred to as the transitional control date. The transitional control date occurs at a time designated in the Master Deed following the sale of a designated percentage of the units in the condominium.

Summit Park Association

Summit Park Association is incorporated under the laws of the State of Michigan as a not-for-profit corporation. A person will automatically become a member of Summit Park Association by purchasing a unit in the condominium.

The Developer plans to turn over control of Summit Park to Summit Park Association as soon as possible, although it is not required to do so for eighteen (18) months, from the recording of the Master Deed, as provided in the Condominium Bylaws.

Summit Park Association will, however, be controlled by the Developer, until Eighty percent (80%) of the units in the condominium have been sold.

First Annual Meeting:

The first annual meeting of the members of Summit Park Association may be convened only by the Developer and may be convened at any time after a majority of the units in the condominium have been sold. The Developer must, however, convene the first annual meeting no later than 120 days after 80% of the units in the condominium has been sold or 18 months after the recordation of the Master Deed, whichever first occurs. The first annual meeting was convened and held on June 7, 1990.

Subsequent Annual Meetings:

Annual meetings of the co-owners of Summit Park will be held each year following the first annual meeting for the purpose of conducting the business of the Association and electing directors for the succeeding year. Prior to each annual meeting, co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Condominium Bylaws.

Co-Owners' Advisory Committee:

Within one (1) year of the recordation of the Master Deed, a Co-owners Advisory Committee, consisting of three (3) non-developer co-owners, will be established by the Board of Directors. The Advisory Committee is intended to function as an informal organization with which the Developer can consult on matters concerning Summit Park. The Developer will attempt to meet with an Advisory Committee at least semi-annually. At such meetings, intends to provide the Advisory Committee with information about the development of the condominium and will receive recommendations from the Committee. In the event an Advisory Committee is formed, the members will be appointed by and serve at the pleasure of the Board of Directors.

WARRANTIES

All manufactured items sold with a unit at Summit Park carry those warranties provided by their manufacturers and no other warranties.

All shrubbery in the condominium will be guaranteed for one year from installation by the supplier.

Co-owners will have all remedies and rights as provided by the Michigan Occupational Code.

The Developer will require the general building contractor to warrant the workmanship and materials in each individual unit at for one year following the date of acceptance by the Developer. These warranties are transferable. Any defect in the workmanship or materials of the condominium should be reported immediately in writing to the Management Agent on the premises. The Agent will notify the contractor in writing within days after receipt of same. The Developers in no way guarantees (either with respect to a particular unit or the limited general common elements): cracks or heaving; damage resulting from settlement of a unit or the ground under or around the unit, or under other units or common elements; or the expansion or contraction of materials; or the effect of ice formed during the winter months.

The warranted manufactured items, and the warranties given in connection therewith are as provided by:

THE MANUFACTURERS.

These warranties apply only to those items purchased for the benefit of the co-owner by the developer. Individuals purchasing their own appliances are responsible for determining what, if any warranties exist.

Each of these manufacturer's warranties begins to run upon installation of purchase. Each purchase will, therefore, not necessarily enjoy the benefit of the full manufacturer's warranties on manufactured items. A purchaser should verify the terms of the manufacturers' warranties and determine when the warranties begin to run on items installed in a particular unit before signing a purchase contract. For more detailed information about the warranties, including transferability and claims procedures, the Owners' Guide provided by the manufacturers should be examined. These guides are available for inspection at the sales office and will be furnished to each purchaser at closing.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED HEREIN. YOU, INDIVIDUALLY, OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST.

FLOOD PLAIN

As indicated on the Condominium Subdivision Plans, the site of lies partially within the designated flood plain area.

NOTE: CO-OWNERS SHOULD CONTACT THEIR INSURANCE AGENT TO OBTAIN INFORMATION AND COVERAGE FOR THEIR PERSONAL PROPERTY AND IMPROVEMENTS WITHIN THEIR UNIT.

BUDGET AND ASSESSMENTS

Each co-owner at Summit Park will pay a monthly assessment as the share of the common expenses of the condominium. The basis of assessment is explained in Article IV of the Master Deed. The monthly amounts collected from co-owners are used to operate and maintain the condominium. Because the day-to-day operation of is dependent upon the availability of funds, it is important that each co-owner pay his monthly assessment in a timely manner. Monthly assessments at Summit Park are due by the 10th day of each month. In the event a co-owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that Summit Park Association may impose a lien upon a delinquent co-owner's unit, collect interest at the rate of ten percent (10%) per annum on delinquent assessments, and impose other penalties. Article V of the Bylaws of Summit Park should be consulted for further details.

The amount of the monthly assessment will be determined by the amount of the common expenses. Based upon the first phase of 6 units, it is estimated that in the first year of the condominium operation, this will generate an annual revenue of \$4,320.00. It is anticipated that the first year's revenue and expenses based upon the advance reservations, at the condominium will be as follows:

Income

Assessment	\$4,320.00
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Expenses

Administrative:

Office Expenses	
Telephone	
Management Fee	
Legal and Audit	665.00

Operating:

Salaries and	
Related costs	
Water and Sewer	
Trash Removal	
Supplies	

Repairs and Maintenance:

Decorating	
General Maintenance	650.00
Snow Removal	625.00
Building	
Parking	
Landscaping	
Lawn Care	900.00

Fixed Expenses:

Insurance	830.00
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Replacement Reserves*	750.00
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Miscellaneous

TOTAL	\$4,320.00
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*Reserve for major repair and replacement of common elements is based upon the estimated life of certain components. There is no assurance that it will be adequate.

Note: No utilities are provided to the common areas, therefore, there are no estimated expenses for the same.

Each co-owner must also pay other charges in connection with his ownership of a unit at Summit Park. For example, each co-owner will be responsible for paying real estate taxes levied on his unit and his undivided interest in the common elements. The amount of taxes will be determined by the Assessor of the Village of Spring Lake. The Developer expects the Assessor to act on the uniform basis based upon the size and/or price of each unit. Summit Park Association will pay no real estate taxes. Real estate taxes on unsold units in will be paid by the Developers. Real estate taxes on sold units will be prorated to the time of closing.

In the calendar year the Master Deed is recorded the property will still be assessed for real estate taxes as a single unit. Therefore, real estate taxes for that year will be collected by the Association from the co-owners and paid by the Association. Following years taxes will be assessed on an individual unit basis.

Like other unit owners, the Developer is required to pay it assessments when they are due. The Developer will commence paying the monthly assessment for each unsold unit upon the issuance of the Master Deed for the phase in which the units are situated.

Each co-owner could be required to pay special assessment if special assessments are levied by the Board of Directors of Summit Park Association. Special assessments may be levied by the Board of Directors in the event that, among other things, the regular assessment should prove inadequate, common elements need to be replaced or expanded, or any emergency occurs. Article V of the Bylaws of attached to the Master Deed should be examined for further details about special assessments.

Like most expenses today, the expenses in the budget are subject to change as a result of changing costs in the economy. The budget contained herein represents the Developer's best estimate of those expenses at this time. However, these costs may increase from year to year on account of such factors as cost increases, the need for repair or replacement of common elements, property improvements, and increased size of the condominium. Such cost increases will result in increased monthly assessments.

There are no other fees, payments, or services which are paid or furnished directly or indirectly by the developer which will later become an expense of administration.

DEVELOPERS' BACKGROUND AND EXPERIENCE

The initial developer for Summit Park was a Michigan Partnership known as Summit Park Partners. This partnership consisted of two Michigan corporations, Ross E. Pope Construction Inc., and Investment Property Associates Inc. Summit Park Partners was the Developer for buildings A, D, and F, which contain Units 1, 2, 7, 8, 11, and 12, respectively.

Ross E. Pope Construction, Inc. was formed in 1987 by Ross E. Pope, and is a general contractor in the building industry. Mr. Pope had been involved as an individual in the building industry for approximately four years prior to incorporating his business. The Corporation has done extensive residential construction, both single and multiple family housing. It is also involved in commercial and industrial building.

Investment Property Associates, Inc. was started in 1981 by Denny Cherette, a licensed real estate broker and salesman. Mr. Cherette has been active in real estate sales and development for approximately ten years. He has completed the CCIM designation, which is based on his experience and training in the sale and development of commercial real estate.

The successor Developer is Mills Property Management, a Michigan Partnership, which consists of two individuals, William Mills and David Mills, both of Muskegon, Michigan. Mills Property Management will be the developer for Buildings B, C, and E, which will contain units 3, 4, 5, 6, 9, and 10, respectively.

David Mills and William Mills are brothers who have at least 20 years experience in the residential construction industry. Together they are the owners of Mills Construction Inc., which is a licensed residential construction contractor. The corporation has done extensive residential construction, both single and multiple family housing.

Mills Property Management has previously been involved in another residential condominium, known as Walnut Grove, located in the City of Muskegon. It is currently negotiating for the development of another condominium project, to be located in Whitehall, Michigan.

RESTRICTIONS ON USE

In order to provide a pleasant environment at Summit Park the Condominium Bylaws contain certain limitations upon the activities of co-owners which might infringe upon the right to quiet enjoyment of all co-owners. Some of these restrictions are set forth herein. You should read the Condominium Bylaws to ascertain the full extent of the restrictions.

The units in Summit Park may be used solely for the purpose of residential use. Unit owners are permitted to lease their units, subject to the provisions of the Michigan Condominium Regulations. Unit owners are not permitted to modify the common areas of the condominium units or the grounds at Summit Park. A unit owner is permitted to modify his limited common area associated with his unit at but any modification requires prior approval from the Association. No unit owner will be permitted to perform any landscaping at without prior approval from the Association.

The use restrictions at Summit Park are enforceable by Summit Park Association, which may take appropriate action to enforce the restrictions, such as legal actions for injunctive relief and damages. The use restrictions are contained in Article VII of the Condominium Bylaws; the remedies available in the event of default are contained in Article VII of the Condominium Bylaws.

INSURANCE

Summit Park Association will be responsible for securing fire and extended coverage, vandalism and malicious mischief, and liability insurance; and, when necessary, workmen's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the condominium. Such insurance policies may contain deductible clauses which, in the event of a loss, could result in the Association's being responsible for a certain portion of the loss.

Owners, as members of the Association, would bear any such loss in proportion to their percentage ownership of the common elements. It is anticipated that Association will take out an all-risk policy of insurance on the common elements. Damage by vermin, flood, earthquake, water backing up from sewer and from underground water will be excluded from the coverage of this policy. Glass breakage is

not covered above \$250.00 per occurrence except when caused by such things as fire, lighting, windstorm, and hail. The all-risk policy contains a \$1,000.00 deductible per occurrence. A copy of the anticipated all-risk policy is available at the sales office for inspection by prospective purchasers. Workmens' Compensation Insurance will not initially be secured by the Association, since will initially have no employees. After the first annual meeting, co-owners should review the insurance coverage of the Condominium to ensure it is adequate.

The insurance coverage provided by the Association will not cover the non common portion of individual units, any articles contained therein, or any personal property of a co-owner on the grounds of the condominium. Each unit owner must, therefore, secure condominium unit owner's insurance to insure against loss to the non common portion of his unit and to his personal property. A unit owner should consult with his insurance advisor to determine the amount of coverage required for his particular needs. In the event a unit owner fails to procure his own insurance, he will be uninsured for any loss that might occur to his unit, to himself, or to his property.

If the condominium is destroyed, in whole or in part, Article VI of the Condominium Bylaws attached to the Master Deed provides a plan for reconstruction or repair.

Insurance coverage is provided through a company to be determined.

PARKING

Parking is delineated in the Condominium Subdivision Plans. Parking is provided for approximately 12 automobiles. Parking is considered a general common element for maintenance purposes.

DEVELOPERS' RIGHTS

The Developer is permitted to enter the condominium for the purpose of sale and preparation for sale, and for the purpose of constructing additional units. The Developer's sales personnel are also permitted to enter and to maintain an office and model units at the condominium. The usual public utility easements, such as telephone, electricity, water, sewer are enjoyed by those companies and municipalities responsible for the furnishing of public utilities to the condominium.

Representatives of Summit Park Association are entitled to enter a unit in the case of emergency or to make necessary repairs to common elements. While such an entry may cause inconvenience, it is necessary to the well being of all the co-owners.

CO-OWNER LIABILITY

If title to a unit at Summit Park passes by virtue of first mortgage foreclosure, the new title holder is not liable for the assessment of Summit Park Association which came due prior to the acquisition of the title to the unit by that person. Any unpaid assessments are deemed to be common expenses collectible from all the condominium unit owners, including that person. This provision is contained in the Condominium Bylaws, as required by the laws of the State of Michigan.

UTILITIES

The following serve :

<u>Service</u>	<u>Utility Name</u>	<u>Paid with Association Assessment</u>
Water		No
Sewer		No
Electricity	Consumers Power	No
Gas	Michigan Consolidated Gas	No
Telephone	Michigan Bell	No
Cable TV	Private through Developer or public cable	No

ASPHALT PAVING AND RESURFACING

There is approximately 7,500 square feet more or less of asphalt paving in the development, most of which is in the parking easement area. The estimated useful life of the paving is twenty (20) years with an estimated resurfacing cost at this time of \$10,000.00.

UNUSUAL CIRCUMSTANCES

To the Developer's knowledge, there are no unusual circumstances associated with Summit Park.

SECTION 89

(Act No. 59 of Public Acts of 1979 and as amended)

Section 89. (1) At least nine (9) days before a condominium unit is conveyed or nine (9) days before a purchase agreement or a Reservation and Subscription Agreement becomes a binding agreement, the Developer shall provide to the prospective purchaser copies of the following documents relative to the condominium project.

- (a) The Master Deed.
- (b) The Bylaws of the Association.
- (c) Disclosure Statements as prescribed by the Administrator.
- (d) Other documents as prescribed by the administrator.

(2) This time limit may be waived in exceptional cases by a purchaser who is provided all of the aforementioned documents and who waives in writing on a form approved by the administrator, the purchaser's right to the protection provided by the advance review time. The form shall include the language of this Section. The developer shall file a copy of the waiver with the administrator within ten (10) days after sale. This exemption may be revoked as to future sales by the administrator upon a finding of violation of the provisions of this Act or rules promulgated under this Act.

(3) The form signed by a purchaser, acknowledging receipt of the documents, is prima facie evidence that the documents were received and understood by purchaser. A separate instruction sheet, advising the co-owners of this Section shall be provided to the co-owners contemporaneously with the documents required in Subsection (1).

(4) In addition to other liabilities and penalties, a Developer who violates this Section is subject to Section 115.