

EXHIBIT A

STRAWBERRY FARMS BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

1.1 Association of Co-owners. Strawberry Farms, a residential site Condominium Project located in Plainfield Township, Kent County, Michigan, will be administered by an Association of Co-owners which will be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan, including the ordinances of Plainfield Township, as amended.

These Bylaws will constitute both the Bylaws referred to in the Master Deed as required by the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act.

Each Co-owner will be entitled to membership and no other person or entity will be entitled to membership. 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.

The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project.

All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof will be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act will be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements,

or the improvements constructed or to be constructed within the boundaries of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project, will constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project will constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, as amended.

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

(a) Budget. The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves.

The maintenance, repair and replacement, and the costs associated with the private road shall be borne by the Association and by the Easement holders and shall be so considered in establishing the budget.

An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis will be established in the budget and must be funded by one annual payment as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund will be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis.

The minimum standard required by this section may prove to be inadequate for this particular Project. The Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the assessment for the year will be established based upon the budget, although the failure to deliver a copy of the budget to each Co-owner will not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be

insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Two Thousand Dollars (\$2,000) annually for each unit in the Condominium Project, or (4) that an event of emergency exists, the Board of Directors will have the authority to increase the general assessment or to levy such additional assessment or assessments as it will deem to be necessary. The Board of Directors also will have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Section 5.4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection will rest solely with the Board of Directors for the benefit of the Association and the members thereof, and will not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Two Thousand Dollars (\$2,000) for each unit in the Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection (a) above, which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of more than two-thirds (2/3) of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association.

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed or agreed to by a unanimous vote of those Co-owners entitled to vote, all assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in one annual payment due on September 1. Each Co-Owner shall pay the annual assessment in advance at the time of his or her acquisition of a Unit. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each annual payment in default for ten (10) or more days will bear interest from the due date thereof at the rate of seven percent (7%) per annum until each assessment is paid in full. The Association may, pursuant to Section 17.4 hereof, levy fines for late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and will remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default will be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys fees; second, to any interest charges and fines for late payment; and third, to installments all defaulted annual payments, in order of their due dates.

2.4 Waiver of Use or Abandonment of Unit. 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.

2.5 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessment(s) by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessment(s). In the event of default by any Co-owner in the payment of the annual assessment levied against his Unit, the Association will have the right to declare the unpaid annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days, written notice to such Co-owner of its intention to do so. A Co-owner in default will not be entitled to utilize any of the General Common Elements of the Project and will not be entitled to vote, including a vote regarding the amendment of these bylaws or the Master Deed of the Project, at any meeting of the Association, in person or in proxy, so long as such default continues. However, this provision will not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies will be cumulative and not alternative and will not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessment(s) either by judicial action or by advertisement.

The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project will be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring right or title to the Unit he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment will be commenced, nor will any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that the annual assessment levied against the pertinent Unit is delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the office of the Register of Deeds of Kent County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fee (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, will be chargeable to the Co-owner in default and will be secured by the lien on his Unit.

2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Units including the mortgaged Unit.)

2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, will not be responsible at any time for payment of the annual Association assessment. Developer, however, will at all times pay all expenses of maintaining the Units that it owns, including the residences and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the residences and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses will be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event will Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residence is located. A "completed residence" will mean a residence with respect to which a certificate of occupancy has been issued by Plainfield Township, Kent County, Michigan.

2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority will be assessed in accordance with Section 131 of the Act.

2.9 Personal Property Tax Assessments of Association Property. The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon will be treated as expenses of administration.

2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, will be subject to Section 132 of the Act.

2.11 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association will provide a written statement of such unpaid assessments as may exist or

a statement that none exist, which statement will be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit will be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit will render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

3.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the Arbitration Association and the parties thereto shall accept the Arbitrator's award as final and binding. All arbitration hereunder shall proceed in accordance with Sections 5001-5065 of Act 236 of the Public Acts of 1961, as amended, which may be supplemented by reasonable rules of the Arbitration Association.

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

(a) At the exclusive option of a Purchaser, Co-owner or person occupying a Unit in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000 or less.

3.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any such dispute, claim or grievance to arbitration shall preclude such party from litigating such dispute, claim or grievance in the courts. Provided, however, that except as otherwise set forth in this Article, no interested party shall be precluded from petitioning the Courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE IV

INSURANCE

4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project and such insurance will be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance will be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project will be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, 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.

(c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws will be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association will 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 General Common Elements will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or

reconstruction of the General Common Elements unless two-thirds (2/3) of the Association members have given their written approval.

4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by acceptance of a deed, land contract, or other conveyance, does thereby 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 worker's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney will 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 (subject always to the Condominium Documents), 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 are necessary or convenient to the accomplishment of the foregoing.

4.3 Waiver of Right of Subrogation. The Association and all Co-owners will use their best efforts to cause all property and liability insurance carried by the Association to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

4.4 Directors' and Officers' Insurance. The Association may carry directors' and officers' liability insurance covering acts of the directors and officers of the Association in such amounts as the Board deems appropriate.

ARTICLE V

RECONSTRUCTION OR REPAIR

5.1 Determination to Reconstruct or Repair. If any part of the General Common Elements is damaged, the determination of whether or not it will be reconstructed or repaired will be made in the following manner:

(a) Partial Damage. The damaged property will be rebuilt or repaired unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the General Common Element will not be repaired or replaced.

(b) Total Destruction. If the General Common Element is totally damaged the damaged property will not be rebuilt unless two-thirds (2/3) or more

of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

5.2 Repair in Accordance with Plans and Specifications. Any such reconstruction or repair will be substantially in accordance with the Master Deed and to a condition as comparable as possible to the condition existing prior to the damage unless a vote of two-thirds (2/3) of the Co-owners decides otherwise.

5.3 Association Responsibility for Repair. The Association will be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association will obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment will be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

5.4 Timely Reconstruction and Repair. If damage to General Common Elements adversely affects the appearance of the Project, the Association will proceed with replacement of the damaged property without delay, and will complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

5.5 Eminent Domain. Section 133 of the Act and the following provisions will control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the boundaries thereof) by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they will be divested of all interest in the Condominium Project. In the event that any condemnation award will become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award will be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking will be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project will be re-surveyed and the Master Deed amended accordingly, and, if any Unit will have been taken, then Article V of the Master Deed will also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium by one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by a Co-owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

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

5.6 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association will give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000).

5.7 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents will be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium will be held, used and enjoyed subject to the following limitations and restrictions and the ordinances of Plainfield Township:

6.1 Use Restrictions.

6.1.1 Residential Use. The Units are for single-family residential purposes only. No more than one residence shall exist on any Unit at any time. No building or structure intended for or adapted to business purposes, and no duplex, apartment house, lodging house, rooming house, half-way house, hospital, sanatorium or doctor's office, or any multiple-family dwelling of any kind will be erected, placed, permitted, or maintained on any Unit, except as permitted by these Bylaws. No improvement or structure whatever, other than a first class private residence and attached garage may be erected, placed, or maintained on any Unit or Site, except as provided in these Bylaws.

6.1.2 Home Occupations. Although all Units are to be used only for single-family residential purposes, nonetheless a home occupation will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and involves only members of the immediate family residing in the residence, which use shall be incidental and secondary to the use of the residence for dwelling purposes and shall not change the character thereof. To qualify as a home occupation, there must be (i) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a dwelling; (ii) no commodity sold upon the premises; and (iii) no person employed other than a member of the immediate family residing in the premises. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, or animal hospital or boarding facility for profit, be construed as a home occupation.

Although commodities are sold at garage sales, garage sales may be conducted.

6.1.3 Letter and Delivery Boxes. The Developer during the Development Period, and thereafter the Association, may review and require the approval of the location, color, size, design, lettering, and all other permitted particulars of all mail or paper delivery boxes, including standards, brackets and name signs for such boxes. Each Unit owner shall install a mailbox at each Co-Owners own cost.

6.1.4 Signs. No sign of any kind shall be displayed to the public view on any Unit, except a sign advertising the Unit for sale or lease. The size of such sign shall not exceed four (4) square feet. Nothing herein will be construed to prevent the Developer from erecting, placing, or maintaining signs and offices as may be deemed necessary by the Developer in connection with the sale of Units or with the Project.

6.1.5 Exterior Changes. Any significant changes in the physical appearance of the exterior of any residence, including, but not limited to change in color or material of buildings, may be subject to the prior written approval of the Developer during the Development Period and of the Association thereafter.

6.1.6 Solar Panels. Solar panels shall not be installed unless approved in writing by the Developer prior to construction during the Development Period and thereafter by the Association.

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

6.1.8 Drives. All driveways and parking areas within a Unit shall be constructed of concrete or asphalt.

6.1.9 Parking. No truck greater than 3/4 ton gross vehicle weight, boat, trailer, motor home, or similar land vehicle shall be parked on any Unit, except that such a vehicle may be temporarily parked in the area between the street and the front setback line, and except as otherwise approved by the Developer during the Development Period and thereafter by the Association. "Temporarily parked" shall be defined as a period not exceeding twenty-four (24) hours during any seven (7) day period.

6.1.10 Animals. No animal, except two (2) household pets such as dogs and cats, shall be kept in the Project, except with the prior written approval of the Developer during the Development Period and thereafter by the Association. Household pets may not be kept or bred for any commercial or hobby purpose. Household pets shall have such care and restraint so as not to be obnoxious or offensive. No savage or dangerous animal or livestock shall be kept in the Project. No pets shall be permitted to run loose on the General Common Elements.

6.1.11 Temporary Structures. No trailer, tent, shack or any outbuilding shall be used on a Unit as a residence, either permanently or temporarily.

6.1.12 Nuisances. No obnoxious or offensive condition or activity shall be placed or maintained on any Unit.

6.1.13 Garbage and Refuse Disposal. All trash, garbage and other waste is to be kept only in sanitary containers inside garages or otherwise within fully enclosed areas at all times and will not be permitted to remain elsewhere on the Unit except for such short periods of time as may be reasonably necessary to permit periodic collection. All trash, garbage and other waste must be removed from the Unit at least once each week.

6.1.14 Zoning. In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of Plainfield Charter Township, Kent County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of Plainfield Charter Township, Kent County, Michigan.

The roads identified as Strawberry Farms Street and Strawberry Lane on Exhibit B are a private roads. For purposes of interpretation of the Plainfield Charter Township Zoning Ordinance, said road right of ways shall be deemed to be sixty-six (66) feet wide and all requirements of the Zoning Ordinance shall apply to each Unit which is the "lot" for purposes of applying the Zoning Ordinance and the edge of the Unit commences approximately thirty-three (33) feet from the centerline of said road right of way. To the extent that the restrictions contained herein are more restrictive than Plainfield Charter Township's Zoning Ordinance, the restrictions contained herein shall apply.

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

6.1.16 Antennae. No wind generator, ham radio tower or similar devise shall be erected or maintained on a Unit. No television antennae shall exceed the height of the residence on the Unit by more than five (5) feet.

6.2 Building Restrictions.

6.2.1 Minimum Square Footage. The following minimum square footage requirements for residences will apply to all Units within the Project.

Each one story house shall have a minimum of 1,400 square feet of finished living area, exclusive of garages, basements, open porches, breezeways or any accessory building.

Each one and one-half story or two story house shall have a minimum of 1,800 square feet of finished living area.

Each house with more than one story shall have a minimum of 1,800 square feet of finished living area on the main and upper floors (combined).

The Developer during the Development Period and thereafter the Association may, in the sole discretion of the Developer or the Association, waive or permit reasonable modifications of the square footage requirements.

6.2.2 Garages and Accessory Buildings. A two stall, at minimum, garage attached to the residence shall be constructed, in accordance with these restrictions, on each Unit. A garage shall have the same or similar exterior appearance and color as the principal residence on the Unit. A garage shall not contain less than Five Hundred Seventy Six (576) square feet.

Accessory buildings such as storage sheds shall only be constructed at the rear of the residence. Accessory buildings shall bear the same or similar design and exterior covering, color and texture as the residence on the Unit. No pole barn shall be constructed or maintained on any Unit.

6.2.3 Landscaping. No clear cutting of any trees or foliage will be allowed on each Unit, except for the construction of a home, garage, accessory building, water or septic system, and driveway, in accordance with the standards provided herein, without the prior written approval of the Developer during the Development Period and thereafter by the Association.

Within one (1) year after the completion of construction of the residence on the Unit, the Unit, to the extent it does not have natural cover with woods, will be graded, and will be covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed, unless otherwise waived by the Developer during the Development Period or by the Association thereafter.

6.2.4 Mobile or Modular Homes. No mobile or preconstructed modular home shall be situated on any Unit in the Project, either temporarily or permanently.

6.2.5 Exterior Walls of Structures. The exterior walls of all structures placed on a Unit shall be made of wood, brick, stone, vinyl or aluminum siding, or a combination of these or comparable materials. No exposed cement block or asbestos cement shingles shall be permitted.

6.2.6 Approval of Plans. The Developer in designing Strawberry Farms, including the location and contour of the private roads, has taken into consideration the following criteria:

- A. Strawberry Farms is designed for residential living on large residential sites in a suburban atmosphere.
- B. The existing contour of the land and the existing wooded vegetation should be preserved where practicable.
- C. The dwelling site on each of the Units should be located so as to preserve the existing contours and vegetation where practicable.
- D. The architecture of the dwelling and landscaping located on any Unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Strawberry Farms.
- E. The design and general quality of the construction shall be first class.

No building with accompanying improvements, including a garage and any accessory buildings, will be constructed upon a Unit unless and until the plans and specifications therefor showing the nature, kind, shape, height, color, materials and location of the improvements and the plot plan, including elevations, have the prior approval of the Developer during the Development Period and thereafter by the Association. No changes or deviations in or from such plans and specifications as approved will be made without the prior consent of the Developer or the Association.

Two sets of complete plans and specifications must be submitted to the Developer; one will be retained by the Developer or the Association and one will be returned to the applicant. Any such plans for construction referred to above will include a plan for restoration of the Condominium Property after construction to a condition satisfactory to the Developer or to the Association. Developer or the Association may, if it determines that the plans and specifications are inadequate, require that they be submitted in greater detail.

Each building or structure will be placed on a Unit only in accordance with the plans and specifications and plot plan as approved by the Developer or the Association. No alteration in the exterior appearance of the buildings or structures constructed with such approval will be made without like approval of the Developer during the Development Period and thereafter by the Association.

If the Developer or the Association will fail to approve or disapprove any plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that no building or other improvement will be made which violates any of these Bylaws or the Plainfield Township Zoning Ordinance.

The Developer or the Association will not be responsible for any defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

Developer may construct any improvements upon the Condominium Property that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

6.2.7 Area Regulation. No buildings or structures shall be hereafter erected, nor shall the enlargement of any building or structure be hereafter accomplished, unless the yard, lot area and building coverage requirements of Plainfield Township's ordinances and the restrictions contained herein are satisfied.

The size and length of the front yard shall be subject to the approval of the Developer prior to the commencement of construction of the residence on the Unit and as part of the approval process described in Section 6.2.6.

6.2.8 Damage to Private Road or Utilities. Any damage to any private road or utilities or any part of the Condominium Property by the Co-owner or the Co-owner's contractor or subcontractors in the course of the construction or alteration of any improvements or landscaping for a Unit shall be repaired, replaced or restored by such Co-owner at Co-owner's sole cost in a manner approved in writing by the Developer.

6.2.9 Occupancy. No building erected upon any Unit will be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. A residence, when completed, must not be, in any manner, occupied until made to comply with the approved plans and all of these Bylaws.

6.2.10 Elevations. No substantial changes in the elevations of the land will be made on a Unit without the prior consent of the Developer during the Development Period and thereafter by the Association. Any change which materially affects the surface elevation or grade of the surrounding Units will be considered a substantial change.

6.2.11 Paved Areas. All driveways, driving approaches, and off-street parking areas shall be surfaced with an asphalt, concrete, or brick pavement.

6.2.12 Electrical Utility Connections. Each Owner, at the time of the completion of the construction of his residence upon his Unit, agrees to install conductors between the Unit and the Consumers Power terminal transformer.

6.2.13 Period of Construction. Construction, once started on any lot, shall be completed within twelve (12) months from the date on which the construction is commenced.

6.2.14 Access to Units 13, 16, 17, 20 and 25 of Strawberry Farms. Driveway or vehicular access to Units 13, 16, 17, 20 and 25 shall be provided only from Strawberry Lane.

6.3 Setback Areas and Building Envelopes

6.3.1 Building Envelope. The permitted residence and all attachments and expansions thereto shall be constructed within the Building Envelope within each Unit. The only items that will be permitted outside of the Building Envelope associated with the Unit will be swimming pools and hot tubs, tennis courts, driveways, fences and qualified outbuildings and structures subject to all other limitations contained in these Bylaws. In addition to the foregoing, for the purpose of this Article, building will mean the main residence, the garage, and related outbuildings and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and the like, but will not include open pergolas; uncovered porches; open terraces; stoops; steps; or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of the main building.

6.4 Leasing and Rental.

(a) Right to Lease. The Co-owner of a Unit may lease the same for the purposes set forth herein; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy a Unit except under a lease the initial term of which is at least thirty (30) days unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium at its discretion for such term or terms as the Developer determines.

(b) Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant of that Unit and, at the same time, shall supply the Association with a copy of the lease form for review of its compliance with the Condominium Documents. If the Developer desires to lease Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or non Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(i) The Association may notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have fifteen (15) days after receipt of any such notice to investigate and correct the alleged

breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant or occupant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or occupant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

6.5 Changes in Common Elements. Except as provided herein with respect to the Developer, no Co-owner will make changes in any of the General Common Elements without the express written approval of the Association.

6.6 Rules and Regulations. The Board of Directors of the Association may make rules and regulations from time to time in connection with the use, operation and management of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Units and the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto will be furnished to all Co-owners.

6.7 Co-owner Maintenance. Each Co-owner will maintain his Unit and the improvements thereon, if any, and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner will also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-owner will be responsible for

damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

6.8 Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development of Sales. None of the restrictions contained in this Article VI will apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer will have the right throughout the entire Development Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer will restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of Bylaws. The Condominium Project will at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, and replace in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any General Common Element and to charge the cost thereof to the Association as an expense of administration. The Developer will have the right to enforce these Bylaws throughout the Development Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

7.1 Notice to Association. Any Co-owner who mortgages his Unit will notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units". The Association may, at the written

request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-owner of such Unit.

7.2 Insurance. The Association will 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.

7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

8.1 Vote. Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Condominium Unit owned.

8.2 Eligibility to Vote. No Co-owner, other than the Developer, will 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. Except as provided in Sections 8.5 and 9.9 of these Bylaws, no Co-owner, other than the Developer, will be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2. The Vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 or by a proxy given by such individual representative. The Developer will be the only person entitled to vote at a meeting of the Association until the First Annual Meeting and will be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer will be entitled to vote for each Unit which the Developer owns.

8.3 Designation of Voting Representative. Each Co-owner must file a written notice with the Association designating one individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice will state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each Person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice will 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.

8.4 Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy will be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

8.5 Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting will not be Permitted.

8.6 Majority. A majority, except where otherwise provided herein, will consist of more than fifty-one percent (51%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

9.1 Place of Meeting. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors.

9.2 First Annual Meeting. The First Annual Meeting may be convened within one hundred twenty (120) days after twenty-five percent (25%) of the Units in Strawberry Farms that may be created are sold and the purchasers thereof qualified as members of the Association. In no event, however, will such meeting be called later than fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the project. The Developer may call meetings of members for information or other appropriate purposes prior to the First Annual Meeting and no such meeting will be construed as the First Annual Meeting. The date, time and place of such meeting will be set by the Board of Directors, and at least ten (10) days, written notice thereof will be given to each Co-owner. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

9.3 Annual Meetings. Annual meetings of the Association will be held at such time and place as will be determined by the Board of Directors. At such meetings there will be elected, by ballot of the Co-owners, a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact such other business of the Association at annual meetings as may properly come before them.

9.4 Special Meetings. The President shall call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by two-thirds (2/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting will state the time and place of such meeting and the purposes thereof. No business will be transacted at a special meeting except as stated in the notice.

9.5 Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 8.3 of these Bylaws will be deemed notice served. Any member may, by written waiver of notice signed by each member, waive such notice, and such waiver, when filed in the records of the Association, will be deemed due notice.

9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

9.7 Order of Business. The order of business at all meetings of the members will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at annual meeting or special meetings held for such purpose); (g) unfinished business; and (h) new business. Meeting of members will be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers will be President, Vice President, Secretary and Treasurer.

9.8 Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in

order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

9.10 Minutes. Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, will be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer may cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee will be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose will be held. The purpose of the Advisory Committee will be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee will cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

11.1 Number and Qualification of Directors. The Board of Directors will be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors will serve without compensation.

11.2 Election of Directors.

(a) First Board of Directors. The first Board of Directors or its successors as selected by the Developer will manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors will be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, one of the three Directors will be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer will notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer will then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-owners will elect all Directors on the Board, except that the Developer will have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners will be promptly convened to effectuate this provision, even if the First Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of

legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but will not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater will be rounded up to the nearest whole number, which number will be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer will have the right to elect the remaining members of the Board of Directors. Application of this subsection will not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) Each Director shall serve for one (1) year or until his/her successor is elected.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business will be held in accordance with the provisions of Section 9.3 hereof.

11.3 Power and Duties. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by Co-owners.

11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors will be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action will also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

(h) To make rules and regulations in accordance with these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

11.5 Management Agent. The Board of Directors may employ a professional management agent (which may include the Developer or any person or entity related thereto) for the Association at reasonable compensation established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event will the

Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon sixty (60) days, written notice thereof to the other party and no such contract will violate the provisions of Section 55 of the Act.

11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer will be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate.

Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and will be filled in the manner specified in Section 2(b) of this Article.

11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty-one percent (51%) of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy will be the normal fifty-one percent (51%). Any Director whose removal has been proposed by the Co-owners will be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

11.8 First Meeting. The first meeting of a newly elected Board of Directors will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

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

11.10 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, by mail, telephone or

telegraph, which notice will state the time, place and purpose of the meeting. Special meetings of the Board of Directors will be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

11.11 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 will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

11.12 Adjournment. At all meetings of the Board of Directors, a majority of the Directors will 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 will be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours, prior written notice delivered to all Directors not present. 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 will constitute the presence of such Director for purposes of determining a quorum.

11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date will be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds will be expenses of administration.

ARTICLE XII

OFFICERS

12.1 Officers. The principal officers of the Association will be a President, who will be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President will be the chief executive officer of the Association. He will preside at all meetings of the Association and of the Board of Directors. He will have all of the general powers and duties which are usually vested in the office of the President of an association, 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.

(b) Vice President. The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Directors.

(c) Secretary. The Secretary will keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he will have charge of the corporation seal, if any, 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.

(d) Treasurer. The Treasurer will have responsibility for the Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He will 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.

12.2 Election. The officers of the Association will be elected annually by the Board of Directors at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

12.3 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 for such purpose. No such removal action may be taken, however, unless the matter will have been included in the notice of such meeting. The officer who is proposed to be removed will be given an opportunity to be heard at the meeting.

12.4 Duties. The officers will have such other duties, Powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

FINANCE

13.1 Records. The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records will be open for inspection by the Co-owners and their mortgagees during reasonable working hours.

The Association will prepare and distribute to each Co-owner at least once a year, a financial statement, the contents of which will be defined by the Association.

The books of account will be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses will be expenses of administration.

Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor.

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

13.3 Bank. Funds of the Association will be initially deposited in such bank or savings association as may be designated by the Directors and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

No volunteer member of the Board of Directors shall be personally liable to the corporation or its members for monetary damages for a breach of the Board member's fiduciary

duties. However, this Article shall not eliminate or limit the liability of a Board member for any of the following:

(a) A breach of the Board member's duty of loyalty to the corporation or to its members.

(b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

(c) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act.

(d) A transaction from which the Board member derived an improper personal benefit.

(e) An act or omission occurring before the corporation's incorporation.

(f) An act or omission that is grossly negligent.

The corporation shall assume all liability to any person other than the corporation or its members for all acts or omissions of a volunteer Board member occurring on and after the date of the corporation's incorporation.

Every director and officer of the Association will be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled, including indemnification under the Articles of Incorporation of the Association.

ARTICLE XV

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association will have a seal, then it will have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XVI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and will comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Property will signify that the Condominium Documents are accepted and ratified.

ARTICLE XVII

REMEDIES FOR DEFAULT

Any default by a Co-owner will entitle the Association or another Co-owner or Co-owners to the following relief:

17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

17.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event will any Co-owner be entitled to recover such attorneys' fees.

17.3 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly

assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine will be levied for the first violation. Fine amounts will be determined by the Board of Directors.

17.4 Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

17.5 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

17.6 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XVIII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association.

Any such assignment or transfer will be made by appropriate instrument in writing in which the assignee or transferee will join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee will thereupon have the same rights and powers as herein given and reserved to the Developer.

Any rights and powers reserved or retained by Developer or its successors will expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and will not, under any

circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which will not be terminable in any manner hereunder and which will be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX

RIGHT OF FIRST REFUSAL

In the event that the Co-owner does not construct a residence on the Unit and desires to sell, transfer, assign or convey the Unit to another party, the Developer shall have an option to repurchase the Unit from the Co-owner for a purchase price of the lesser of the price for which the Co-owner proposes to transfer the Unit to another party or the purchase price paid by the Co-owner or his predecessor(s) to the Developer.

The Developer shall have a period of thirty (30) days from the date that the Co-owner provides written notice to the Developer, by first class mail, postage prepaid to the Developer's last known address, or by personal delivery, of Co-owner's intended sale of the Unit.

The purchase shall be closed within thirty (30) days from the date of the notice of election by the Developer to the Co-owner.

This option shall run with the land and in the event that it is breached by the Co-owner, the Developer will have the right to acquire said Unit from the subsequent purchaser for the same price terms, commencing on the date the Developer learns of such transfer and expiring one hundred twenty (120) days thereafter.

The provision of this Article XIX may be waived in writing by Developer or modified by a written agreement between the Co-owner and the Developer.

ARTICLE XX

MISCELLANEOUS PROVISIONS

20.1 Definitions. All terms used herein will have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

20.2 Severability. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in

any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

20.3 Notices. Notices provided for in the Act, Master Deed or Bylaws must be in writing, and are to be addressed to the Association at 5968 Wildwood Creek, Belmont, Michigan 49306, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

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

20.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article XI of the Master Deed.

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

In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws;
- (2) these Bylaws;
- (3) the Articles of Incorporation of Strawberry Farms Condominium Association; and
- (4) the Rules and Regulations of Strawberry Farms Condominium Association, if any.

EXHIBIT C

**PROOF OF SERVICE OF NOTICE OF INTENTION TO
ESTABLISH SITE PLAN CONDOMINIUM**

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The undersigned, Carol A. Przybylski, hereby certifies that she sent, on August 2, 1996, a Notice of Intention to Establish Site Plan Condominium, to the appropriate offices of the agencies and organizations listed on the attached document. All of said Notices were sent by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses reflected on the list attached hereto and incorporated herein.

Carol A. Przybylski
Carol A. Przybylski

The foregoing instrument was acknowledged before me this 2nd day of August, 1996.

Patricia J. Loren

Notary Public, Kent County, Michigan/
My Commission Expires: 2/28/97

ATTACHMENT TO EXHIBIT C

Plainfield Township
6161 Belmont Avenue, N.E.
Belmont, MI, 49306

Kent County
300 Monroe NW
Grand Rapids, MI 49503

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

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

Michigan Department of Natural Resources
P.O. Box 30028
Lansing, MI 48909

Michigan Department of Public Health (3 copies)
3500 North Logan
P.O. Box 30035
Lansing, MI 48909

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Michigan Department of Transportation
425 West Ottawa
P.O. Box 30050
Lansing, MI 48909

CONSENT TO SUBMISSION OF REAL PROPERTY TO CONDOMINIUM OWNERSHIP

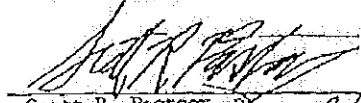
WHEREAS, Frank J. Holshoe and Ardeella K. Holshoe, husband and wife, of 5968 Wildwood Creek, Belmont, MI 49306, as Developer, intends to establish Strawberry Farms as a Condominium project by recording in the office of the Kent County Register of Deeds a Master Deed of Strawberry Farms covering real property in Plainfield Township, Kent County, Michigan, described on Exhibit A attached hereto.

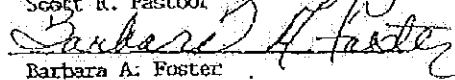
WHEREAS, Old Kent Bank, a Michigan banking corporation, One Vandenberg Center, Grand Rapids, Michigan 49503 ("Old Kent Bank") is the holder of record of a mortgage interest in the real property described on Exhibit A.

NOW, THEREFORE, Old Kent Bank hereby consents to the submission of the real property described on Exhibit A to the condominium project described and set forth in the Master Deed and consents to the recording of the Master Deed of Strawberry Farms in the Office of the Register of Deeds for Kent County, Michigan.

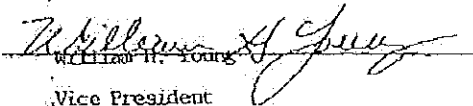
WITNESSES:

OLD KENT BANK, a Michigan banking corporation



Scott R. Pastoor


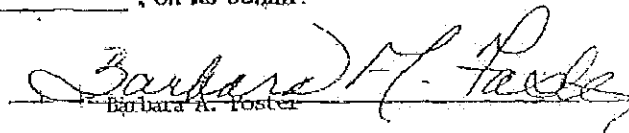
Barbara A. Foster

By: 

William H. Young
Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 18th day of November, 1996, by William H. Young of Old Kent Bank of Grand Rapids, Michigan, its Vice President, on its behalf.



Barbara A. Foster
Notary Public, Kent County, Michigan
My Commission Expires: 1/26/2000

Prepared by:
Todd A. Hendricks
RHOADES, McKBE, BOER
GOODRICH & TITTA
161 Ottawa, Suite 600
Grand Rapids, MI 49503

EXHIBIT A

Part of the East 1/2 of Section 4, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section, the place of beginning of this description; thence South $00^{\circ}05'52''$ East along the East line of said Section 1922.38 feet to the North line of Belmont Highlands; thence North $88^{\circ}58'03''$ West along the North line of Belmont Highlands 575.71 feet; thence South $00^{\circ}11'48''$ East along the North line of Belmont Highlands 66.00 feet; thence North $88^{\circ}58'03''$ West along the North line of Belmont Highlands 525.98 feet to a point which is 208.74 feet East of the West line of the East 1/2 of the Southeast 1/4 of said Section; thence North $00^{\circ}11'48''$ West parallel with the West line of the East 1/2 of the Southeast 1/4 of said Section 208.73 feet; thence South $83^{\circ}58'03''$ East 55.00 feet; thence North $00^{\circ}11'48''$ West 208.73 feet; thence North $88^{\circ}58'03''$ West parallel with the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 263.74 feet to the West line of the East 1/2 of the Southeast 1/4 of said Section; thence North $00^{\circ}11'48''$ West along with West line of the East 1/2 of the Southeast 1/4 of said Section 243.04 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence South $88^{\circ}58'03''$ East along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 655.73 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section; thence North $00^{\circ}08'50''$ West along the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 1132.10 feet to the Southeasterly right of way line of U.S. 131; thence Northeasterly along the Southeasterly right of way line of U.S. 131 to the East line of said Section; thence South along the East line of said Section to the place of beginning.

UNDER 9 9 9 9 PG 226

EXHIBIT B

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 360
EXHIBIT "B" TO THE MASTER DEED OF:

ATTENTION COUNTY REGISTRE
THE CONDOMINIUM SUBDIVISION
BE ASSIGNED IN CONSECUTIVE
NUMBER HAS BEEN ASSIGNED
MUST BE PROPERLY SHOWN
CERTIFICATE ON SHEET 2.

STRAWBERRY FARMS

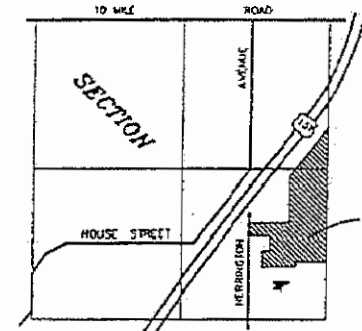
SECTION 4, TOWN 8 NORTH, RANGE 11 WEST,
PLAINFIELD TOWNSHIP, KENT COUNTY, MICHIGAN

DEVELOPERS: FRANK J. & ARDELLA K. HOLSHOE
7778 STRAWBERRY LANE, BELMONT, MI. 49306

SURVEYOR: GLAZA AND ASSOCIATES, INC.,
3972 MIRAMAR AVE., GRAND RAPIDS, MI. 49505

PROPERTY DESCRIPTION

PART OF THE EAST 1/2 OF SECTION 4, TOWN 8 NORTH, RANGE 11 WEST, PLAINFIELD TOWNSHIP, KENT COUNTY, MICHIGAN,
DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION, THE PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 00°02'52" EAST ALONG THE EAST LINE OF SAID SECTION 1922.36 FEET TO THE NORTH LINE OF BELMONT
HIGHLANDS; THENCE NORTH 88°58'03" WEST ALONG THE NORTH LINE OF BELMONT HIGHLANDS 375.7 FEET; THENCE SOUTH
50°11'48" EAST ALONG THE NORTH LINE OF BELMONT HIGHLANDS 86.00 FEET; THENCE NORTH 88°58'03" WEST ALONG THE
NORTH LINE OF BELMONT HIGHLANDS 525.94 FEET TO A POINT WHICH IS 208.74 FEET EAST OF THE WEST LINE OF THE EAST 1/2
OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°11'48" WEST PARALLEL WITH THE WEST LINE OF THE EAST 1/2
OF THE SOUTHEAST 1/4 OF SAID SECTION 208.73 FEET; THENCE SOUTH 88°58'03" EAST 25.00 FEET; THENCE NORTH 00°11'48"
WEST 206.73 FEET; THENCE NORTH 88°58'03" WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTH-
EAST 1/4 OF SAID SECTION 283.74 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE
NORTH 00°11'48" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 253.04 FEET TO THE
NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 88°58'03" EAST ALONG THE
NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 855.73 FEET TO THE WEST LINE OF THE EAST 1/2
OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 00°04'50" WEST ALONG THE WEST LINE OF
EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 143.10 FEET TO THE SOUTHEASTERLY RIGHT OF
LINE OF U.S. 131; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. 131 TO THE EAST LINE OF SAID
SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING.



LOCATION MAP
NO. SCALE

SHEET INDEX

SHEET NO 1COVER SHEET
SHEET NO 2.....SITE, SURVEY, UTILITY & EASEMENT PLAN

PROPOSED : NOVEMBER 18, 1996
WALLACE E. GLAZA, P.S. NO. 31592



CL
DATE
TIME

STRAWBERRY FARMS

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- A. Explanation Form
- B. Disclosure Statement
- C. Master Deed
- D. Bylaws
- E. Condominium-Subdivision Plan
- F. Articles of Incorporation of Strawberry Farms Condominium Association
- G. Purchase Agreement
- H. Condominium Buyers Handbook
- I. Escrow Agreement
- J. Waiver

DISCLOSURE STATEMENT
FOR
STRAWBERRY FARMS
KENT COUNTY, MICHIGAN

Developer:

Frank J. Holshoe and Ardella K. Holshoe
5968 Wildwood Creek
Belmont, MI 49306
(616) 866-6174

Strawberry Farms is a residential site condominium project that is located in Plainfield Charter Township, Kent County, Michigan.

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 ADVISER PRIOR TO PURCHASING A CONDOMINIUM UNIT.

I.

INTRODUCTION

Condominium development in Michigan is governed largely by a statute called the Michigan Condominium Act (the "Act"). This Disclosure Statement, together with copies of the legal documents pertaining to the creation and operation of Strawberry Farms (which are referred to as the "condominium documents") are furnished to each purchaser pursuant to the requirements of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

"Condominium" is a form of real property ownership. Under Michigan law, a condominium unit (that part of the condominium individually owned and occupied) has the same legal attributes as any other form of real property and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents. The condominium units described herein are residential units. Each unit has been designed and intended for separate ownership and use.

Each co-owner receives a deed to his individual condominium unit. Each co-owner owns, in addition to his unit, an undivided interest in the common facilities (called "common elements") which service the project. Title to the common elements is included as part of, and

is inseparable from, title to the individual condominium units. Each co-owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are reserved in the Master Deed for use by less than all co-owners. General common elements are all common elements other than limited common elements.

Except for the year in which the project is established, real property taxes and assessments will be levied individually against each unit at Strawberry Farms. These individual taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established, the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the co-owners of such units in proportion to the percentages of value assigned to the units owned by them.

Of course, no summary such as the one contained in this Disclosure Statement can fully state all of the details of a condominium development. Each purchaser is therefore urged to carefully review all of the condominium documents for Strawberry Farms. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional adviser.

II.

LEGAL DOCUMENTATION

A. General. Strawberry Farms was established as a condominium project pursuant to a Master Deed recorded in the office of the Kent County Register of Deeds. A copy of the Master Deed has been provided to you with this Disclosure Statement. The Master Deed includes the Condominium bylaws as Exhibit A, and the Condominium Subdivision Plan as Exhibit B. All of these documents should be reviewed carefully by prospective purchasers.

B. Master Deed. The Master Deed contains definitions of terms used within the condominium project, the percentage of value assigned to each unit in the Condominium Project, a general description of the units and general and limited common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VIII of the Master Deed covers easements. Article XI contains a statement of when and how the Master Deed may be amended.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Condominium Project. Article VI contains certain restrictions

upon the ownership, occupancy and use of the Condominium Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association. Article VI contains a statement of the limited restrictions upon the leasing of units at Strawberry Farms. The restriction meets the requirement of the Act.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

III.

DEVELOPER

Frank J. Holshoe and Ardella K. Holshoe, husband and wife, are the Developer of the Project. This Project is the third condominium project developed by the Developer.

IV.

BUILDER

Each co-owner will retain his or her own builder, subject to the terms of Article VI of the By-Laws attached to the Master Deed.

V.

REAL ESTATE BROKER

At present, there is no real estate broker for the Project. The Developer, at their discretion, may, however, retain the services of a real estate broker in the future.

VI.

STRUCTURES AND IMPROVEMENTS WHICH
NEED NOT BE BUILT

The Michigan Condominium Act, as amended, requires the Developer to clearly inform potential purchasers what its construction obligations are through the use of labels "Must Be Built" and "Need Not Be Built." There are no uncompleted "Must Be Built" items and no "Need Not Be Built" items in the Project.

VII.

ESCROW OF FUNDS

In accordance with Michigan law, all funds received from prospective purchasers of units at Strawberry Farms will be deposited in an escrow account with an escrow agent. The escrow agent for Strawberry Farms is First American Title Insurance Company, by and through its representative, Metropolitan Title Company. The address and principal place of business of Metropolitan Title Company, is 2776 Birchcrest, SE, Grand Rapids, Michigan 49506.

Funds held in the escrow account will be returned to the prospective purchaser within three (3) business days upon such purchaser's withdrawal from a Purchase Agreement within the specified period. After the expiration of the nine (9) business-day withdrawal period described in the Purchase Agreement, all funds received from the purchaser will be retained in escrow to assure completion of all uncompleted structures and improvements. Pursuant to Michigan law, if the Developer does not furnish the escrow agent with evidence of adequate security (such as an irrevocable letter of credit, lending commitment, indemnification agreement, or other security, which the escrow agent determines to be adequate), funds received from the purchaser will be released to the Developer only if all of the following occur:

- (a) (i) Conveyance of legal or equitable title to the unit to the purchaser,
or
- (ii) a default by purchaser in his obligations under the Purchase Agreement.
- (b) Receipt by the escrow agent of a certificate signed by a licensed professional engineer or architect, either confirming that all improvements are substantially complete, or determining the amount necessary for substantial completion thereof.

A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use, and shall not be required to be constructed, installed or furnished precisely in accordance with the specifications for the project. A certificate of substantial completion shall not be deemed to be a certificate as to the quality of the items to which it relates.

Upon receipt of a certificate signed by a licensed professional engineer or architect determining the amount necessary for substantial completion, the escrow agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt of a certificate

signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the escrow agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be insufficient in the opinion of the issuer of such certificate for substantial completion of any remaining items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the escrow agent to the Developer.

The escrow agent in the performance of its duties shall be deemed an independent party not acting as the agent of the Developer, any purchaser, co-owner or other interested party. So long as the escrow agent relies upon any certificate, cost estimate or determination made by a licensed professional engineer or architect, the escrow agent shall have no liability whatever to the Developer or to any purchaser, co-owner or other interested party for any error in such certificate, cost estimate or determination, or for any act or omission by the escrow agent in reliance thereon. The escrow agent shall be relieved of all liability upon release of all amounts deposited in accordance with the Michigan Condominium Act.

A licensed professional architect or engineer undertaking to make a certification to the escrow agent shall be held to the normal standards of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion, but such architect or engineer shall not be required to have designed the improvement or item or to have inspected or to have otherwise exercised supervisory control thereof during the course of construction or installation of the improvement or item with respect to which the certificate is delivered. The certification by a licensed professional architect or engineer shall not be construed to limit the Developer's liability for any defect in construction.

Also pursuant to Michigan law, if the Developer has not substantially completed the improvements for which escrowed funds have been retained or security has been provided within nine (9) months after closing the sale of the first unit, the escrow agent, upon the request of the Strawberry Farms Condominium Association or any interested owner of a unit at Strawberry Farms, shall notify the Developer of the amount of funds or security that remain in the escrow account, and of the date upon which those funds can be released. If after three (3) months have passed the Developer has not completed the specified improvements, or otherwise acted to gain release of the escrowed funds, the escrow agent may release the funds for the purpose of completing the incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Strawberry Farms Condominium Association and the Developer.

Additional details of the escrow arrangements are contained in the Escrow Agreement which is attached to your Purchase Agreement.

VIII.

FINANCIAL ARRANGEMENTS FOR
COMPLETION OF BUILDINGS

The Developer has not arranged for construction financing, but may, in Developer's discretion, arrange for such financing in the future.

IX.

RECREATIONAL FACILITIES

No recreational facilities will be included in Strawberry Farms.

X.

ORGANIZATION AND CONTROL OF THE CONDOMINIUM

A. The Condominium Buyers Handbook. General information about the government and organization of condominiums in Michigan may be found in the Condominium Buyers Handbook, published by the Michigan Department of Commerce, and provided to you previously by the Developer.

B. Strawberry Farms Condominium Association. The Strawberry Farms Condominium Association has been incorporated under the laws of the State of Michigan as a not-for-profit corporation. It will be responsible for the management, maintenance and administration of the Condominium. A person will automatically become a member of the Strawberry Farms Condominium Association upon closing on the purchase of a unit.

The Articles of Incorporation and Bylaws of the Association which have been provided to you with this Disclosure Statement govern the procedural operations of the Association. The Association is governed by a Board of Directors whose initial members have been appointed by the Developer. The initial directors are empowered to serve pursuant to the provisions of the Condominium Bylaws until the first annual meeting of members of the Association, which must be held on or before the expiration of one hundred twenty (120) days after legal or equitable title to twenty-five (25) percent of the condominium units have been conveyed to non-Developer co-owners or fifty-four (54) months after the first conveyance of legal or equitable title to a condominium unit to a non-Developer co-owner, whichever occurs first. The Condominium Bylaws sets forth the complete requirements for election of directors.

At the first meeting of members of the Association, the Association will elect Directors, and the Directors in turn will elect officers for the Association. Cumulative voting

by members is not permitted. The Developer will be entitled to cast votes at any meeting with respect to all units then remaining titled in its name. The Developer may have the right to determine the composition of a majority of the Board at the time of the first meeting.

C. Annual Meetings. Following the first annual meeting, annual meetings of the co-owners of Strawberry Farms will be held each year in accordance with the Condominium Bylaws 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.

D. Advisory Committee. The Board of Directors of the Association must establish an Advisory Committee of non-Developer co-owners upon the passage of: (a) One hundred twenty (120) days after legal or equitable title to thirty-three (33) percent of the Condominium units have been conveyed to non-Developer co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee will meet with the Board of Directors to facilitate communication with the non-Developer co-owners and to aid in transferring control from the Developer to non-Developer co-owners. The Advisory Committee will be composed of not less than one (1) nor more than three (3) non-Developer members, who will be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee will automatically dissolve following the appointment of a majority of the Board of Directors by non-Developer co-owners. The Advisory Committee may meet at least quarterly with the Board of Directors.

E. Percentages of Value. Each of the units has been assigned an equal percentage of the total value of the project based upon its size and anticipated allocable expenses of maintenance. The total value of the project is one hundred percent (100%). The percentage of value assigned to each unit is determinative of the proportionate share of each unit in the proceeds from and expenses of the administration of the Condominium, the value of such unit's vote at meetings of the Association of Co-Owners and of the unit's undivided interest in the common elements.

XI.

SUMMARY OF LIMITED WARRANTIES

Developer shall assign to and for the benefit of purchaser all assignable warranties made to it by subcontractors and suppliers relative to services, materials and equipment incorporated in this Condominium.

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.

XII.

BUDGET AND ASSESSMENTS

At closing, each purchaser of a unit at Strawberry Farms will pay two (2) months' assessment as a nonrefundable working capital contribution. After the closing, each co-owner will pay a monthly assessment as his share of the common expenses of the Condominium. The monthly amounts collected from co-owners are used to operate and maintain the Condominium. Because day-to-day operations are dependent upon the availability of funds, it is important that each co-owner pay his monthly assessment in a timely manner. Monthly assessments at Strawberry Farms are due by the first day of each month. In the event a co-owner fails to pay this amount in a timely manner, the Condominium Bylaws provide that the Association may impose a lien upon a delinquent co-owner's unit, collect interest at the maximum legal rate on delinquent assessments, and impose other penalties. Article II of the Condominium Bylaws should be consulted for further details.

The amount of the monthly assessment will be determined by the amount of the common expenses. Under the budget of the Strawberry Farms Condominium Association for fiscal year 1996 (the fiscal year of the Association will be a calendar year), adopted by the Developer in the exercise of their best judgment, each co-owner will pay Fifteen Dollars (\$15) per month. This will generate an annual revenue from 28 units of Five Thousand Forty Dollars (\$5,040).

For fiscal year 1996, the estimated revenues and expenses of the Condominium are as follows:

Revenues:

Assoc. Dues - monthly	\$15
No. of Units	28
Annual Receipts.....	\$5,040

Expenses:

Snow Plowing	\$2,540
Bank Service Charges	\$200
Legal and Accounting	\$300

Insurance	\$1,000
Reserve	\$1,000
 Total Expenses	 \$5,040

There is no assurance that the contingency reserve will be adequate. Each co-owner must also pay other charges in connection with his ownership of a unit. 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 such taxes will be determined by the assessor of the Plainfield Charter Township. Strawberry Farms Condominium Association will pay no real estate taxes, except in the first year of the Condominium, as describe on page 2 above.

Each co-owner could be required to pay special assessments, if special assessments are levied by the Board of Directors of the Strawberry Farms Condominium 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 an emergency occurs. Article II of the Bylaws of Strawberry Farms 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, and property improvements. Such cost increases will result in increased monthly assessments.

There are no fees, payments or services which are paid or furnished directly or indirectly by the Developer which will later become an expense of administration, except that the Developer is providing management service for a fee that may be below the prevailing rate for such services. Management fees paid by each unit owner could therefore increase when the Developer ceases to manage the project.

XIII.

RESTRICTIONS ON USE

In order to provide an environment conducive to pleasant living at Strawberry Farms, 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 Article VI of the Condominium Bylaws to ascertain the full extent of the restrictions. The residential units in Strawberry Farms may be used solely for the purpose of single-family dwellings.

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

XIV.

INSURANCE

Strawberry Farms Condominium Association is responsible for securing liability insurance, and, when necessary, worker's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the Condominium. Such insurance policies 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.

Unit owners, as members of the Association, would bear any such loss in proportion to their percentage ownership of the common elements. Copies of all policies of insurance taken out by the Association are available for inspection by prospective purchasers. Worker's compensation insurance will not initially be secured by the Association, since Strawberry Farms will have no employees. Co-owners should regularly review the insurance coverage of the Condominium to insure it is adequate.

The insurance coverage provided by the Association will not cover 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 their own insurance. A unit owner should consult with his insurance adviser 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 his property.

XV.

PRIVATE ROADS AND EASEMENTS

There will be two private roads that are common elements of the Condominium which must be maintained by the Strawberry Farms Condominium Association. The roads will not be patrolled by public police forces. The Developer has not sought the dedication of the road to the Plainfield Charter Township or the Kent County Road Commission.

The usual public utility easements have been provided for those companies and municipalities responsible for the furnishing of public utilities to the Condominium.

Representatives of the Strawberry Farms Condominium Association are entitled to enter a unit in the case of an emergency or to make necessary repairs to a common element.

While such an entry may cause inconvenience, it is necessary to the well-being of all the co-owners.

XVI.

CO-OWNER LIABILITY

If title to a unit at Strawberry Farms passes by virtue of a first mortgage foreclosure, the new title holder is not liable for the assessments of the 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 of 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.

XVI.

ARBITRATION

The Purchase Agreement contains a provision permitting the purchaser to elect to arbitrate a dispute with the Developer if the amount claimed by the purchaser in such dispute is less than \$2,500. For more information, see the Purchase Agreement.

The Michigan Condominium Act, as amended, also provides that the Condominium Association may elect to arbitrate any dispute with the Developer concerning the common elements of the Condominium in which dispute the association claims \$10,000 or less.

XVII.

UNUSUAL CIRCUMSTANCES

To the Developer's knowledge, there are no unusual circumstances associated with Strawberry Farms.

XVIII.

LEGAL MATTERS

Rhoades, McKee, Boer, Goodrich, and Titta, of Grand Rapids, Michigan, served as legal counsel in connection with the preparation of this Disclosure Statement and related documents. Legal counsel has not passed upon the accuracy of the factual matters herein contained.

(c) Telephone. The telephone system and any other telecommunications system that exists or shall exist throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(d) Gas. The gas distribution system that exists or shall exist throughout the Project up to the point where the service is stubbed for connection with each residence that now or hereafter is constructed within the boundaries of a Unit;

(e) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residence that now or hereafter is constructed within the boundaries of a Unit; and

(f) Miscellaneous. All other Common Elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, will be General Common Elements only to the extent of the Co-Owners' interest therein, if any. The Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

4.2 Limited Common Elements. Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Project's Limited Common Elements are the land areas used for driveway purposes serving Units 14 & 15, Units 18 & 19, and Units 26 & 27. Each of these Limited Common Elements shall be appurtenant only to the Units served thereby. Each of these Limited Common Elements is depicted on the Condominium Subdivision Plan attached as Exhibit B. The cost of improvement to each of the driveways located within the boundaries of the Limited Common Elements, and the costs of maintenance, repair and replacement of such driveways shall be borne equally by the Co-Owners of the Units benefited thereby. The improved portion of any such driveway shall be equal to eighteen (18) feet in width.

There is hereby created thirty foot non-exclusive, perpetual easements in, over and across the Limited Common Elements as depicted on the Condominium Subdivision Plan for public and private utilities for the purpose of installing repairing, replacing and/or maintaining gas lines, electric lines, telephone lines and cablevision lines. All such utility services shall be installed underground.

The ducts, wiring and conduits supplying electricity, gas, telephone, television and/or other utility services to a Unit, from the point of lateral connection with a General Common

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

(q) Master Deed. "Master Deed" means this instrument, together with the exhibits attached hereto and all amendments thereof, by which the Project is submitted to condominium ownership.

(r) Percentage of Value. "Percentage of Value" means the percentage assigned to each Unit which is determinative of the value of a Co-Owner's vote at meetings of the Association when voting by value or by number and value and the proportionate share of each Co-Owner in the Common Elements of the Project and the proceeds and expenses of administration.

(s) Project. "Project" or "Condominium" means Strawberry Farms, a residential site condominium development established in accordance with the provisions of the Act.

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

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

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) Improvements. All surface improvements not located within the boundaries of a Condominium Unit, including all private roads and retention pond areas and excluding the driveway easements identified as Limited Common Elements in Section 4.2. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit will be owned in their entirety by the Co-Owner of the Unit in which they are located and will not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements;

(b) Electrical. The electrical transmission system that exists or shall exist throughout the Project up to the point of lateral connection for service to each residence that now or hereafter is constructed within the boundaries of a Unit;

(h) Condominium Property. "Condominium Property" means the land described in Article II, as amended, together with all easements, rights and appurtenances.

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

(j) Condominium Unit. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

(k) Co-Owner. "Co-Owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium Unit in the Project. The term "Owner", wherever used, will be synonymous with the term "Co-Owner". If a Unit is sold pursuant to a land contract that grants possession of the Unit to the vendee, the land contract vendee will be the Co-Owner of that Unit so long as such land contract is executory, except as otherwise provided in the land contract if a copy of the land contract is filed with the Association and except that the land contract vendor and vendee will have joint and several responsibility for assessments by the Association.

(l) Developer. "Developer" means Frank J. Holshoe and Ardella K. Holshoe, husband and wife, who have made and executed this Master Deed, their heirs, personal representatives, successors and assigns. Heirs, personal representatives, successors and assigns will always be deemed to be included within the term "Developer" whenever, however and wherever used in the Condominium Documents, unless specifically stated otherwise.

(m) Development Period. "Development Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale, or for so long as the Developer is entitled to expand the Project as provided in Article VI hereof.

(n) First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held either (1) within fifty-four (54) months from the date of the first Unit conveyance, or (2) within one hundred twenty (120) days after seventy-five percent (75%) of all Units which may be created are sold, whichever first occurs.

(o) General Common Elements. "General Common Elements" means those Common Elements of the Project described in Section 4.1 which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the cost of operation thereof.

ARTICLE III

DEFINITIONS

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

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

(b) Administrator. "Administrator" means the Michigan Department of Commerce, designated to serve in such capacity by the Act.

(c) Association. "Association" means Strawberry Farms Condominium Association, a Michigan non-profit corporation organized under the laws of Michigan, of which all Co-Owners will be members, which corporation will administer, operate, manage and maintain the Project. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) Building Envelope/Buildable Area. Building Envelope or Buildable Area means the land depicted on the Condominium Subdivision Plan located within each Unit to be used for the purpose of erecting and maintaining a residence.

(e) Bylaws. "Bylaws" means Exhibit "A" attached hereto which form a part of this Master Deed. The Bylaws also constitute the corporate bylaws of the Association as provided under the Michigan Nonprofit Corporation Act.

(f) Common Elements. "Common Elements" where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV. A Common Element will not be separable from the Condominium Unit or Units to which it is appurtenant, except as specifically provided in this Master Deed.

(g) Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, all as amended from time to time.

privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Common Element.

1.2 Co-Owner Rights. Each Co-Owner in the Project will have a particular and exclusive property right to his Unit and to the Limited Common Elements appurtenant thereto, and will 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.

ARTICLE II

LEGAL DESCRIPTION

2.1 Legal Description. The land which is hereby submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

Part of the East 1/2 of Section 4, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the East 1/4 corner of said Section, the place of beginning of this description; thence South 00°05'52" East along the East line of said Section 1922.38 feet to the North line of Belmont Highlands; thence North 88°58'03" West along the North line of Belmont Highlands 575.71 feet; thence South 00°11'48" East along the North line of Belmont Highlands 66.00 feet; thence North 88°58'03" West along the North line of Belmont Highlands 525.98 feet to a point which is 208.74 feet East of the West line of the East 1/2 of the Southeast 1/4 of said Section; thence North 00°11'48" West parallel with the West line of the East 1/2 of the Southeast 1/4 of said Section 208.73 feet; thence South 83°58'03" East 55.00 feet; thence North 00°11'48" West 208.73 feet; thence North 88°58'03" West parallel with the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 263.74 feet to the West line of the East 1/2 of the Southeast 1/4 of said Section; thence North 00°11'48" West along with West line of the East 1/2 of the Southeast 1/4 of said Section 243.04 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence South 88°58'03" East along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 655.73 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section; thence North 00°08'50" West along the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 1132.10 feet to the Southeasterly right of way line of U.S. 131; thence Northeasterly along the Southeasterly right of way line of U.S. 131 to the East line of said Section; thence South along the East line of said Section to the place of beginning.

MASTER DEED

STRAWBERRY FARMS

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

This Master Deed is made and executed on this ___ day of _____, 1996, by Frank J. Holshoe and Ardella K. Holshoe, husband and wife, of 5968 Wildwood Creek, Belmont, Michigan 49306, hereinafter collectively referred to as the "Developer."

WITNESSETH:

WHEREAS, the Developer is engaged in the construction of a residential site condominium project to be known as Strawberry Farms (the "Project"), Plainfield Township, Kent County, Michigan on the parcel of land described in Article II; and

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Strawberry Farms as a site condominium project under the Act and does declare that the Project will be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, all of which will be deemed to run with the land and will be a burden and a benefit to the Developer, their heirs, personal representatives, successors and assigns, and to any persons acquiring or owning an interest in the Project, their grantees, successors, heirs, personal representatives, administrators and assigns. In furtherance of the establishment of the Project, it is provided as follows:

ARTICLE I

NATURE OF PROJECT

1.1 Nature of Project. The project consists of 28 individual Unit condominium sites, as set forth completely in the Condominium Subdivision Plan, and each Unit is capable of individual utilization. Until the recording of the "as built," if any, provisions of the Subdivision Plan, the Developer reserves the exclusive right to change or modify the size and/or location of any site or Unit and/or Common Element without the consent of any Co-Owner so long as such changes do not unreasonably impair or diminish the appearance of the Project or the view.

179.00
2.70

STATE OF MICHIGAN
RECEIVED FOR RECORD

96 NOV 27 PM 4:36

W. J. Gland
REG. OF DEEDS

MASTER DEED

STRAWBERRY FARMS

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

Kent County Site Condominium Subdivision Plan No. 360

- (1) Master Deed establishing Strawberry Farms, a Site Condominium Project.
- (2) Exhibit "A" to Master Deed: Condominium Bylaws of Strawberry Farms.
- (3) Exhibit "B" to Master Deed: Condominium Subdivision Plan for Strawberry Farms.
- (4) Exhibit "C" to Master Deed: Proof of Service of Notice of Intention to Establish Site Condominium.
- (5) Exhibit "D" to Master Deed: Consent to Submission of Real Property to Condominium Ownership.

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

Split

44-10-04-426-004	12/91
SIS-476-001	12/91

400 015	10/79
-033	9/86

I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years preceding the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any.

11/27/96
W. J. Gland



Handbook were received and understood by Purchaser. This Acknowledgment has been executed by Purchaser on _____, 199__.

Purchaser

Purchaser

Receipt of a copy of this Acknowledgment is hereby also acknowledged, by Developer on this _____ day of _____, 199__.

Frank J. Holshoe, Developer

Ardella K. Holshoe, Developer

)

)



STRAWBERRY FARMS, A MICHIGAN SITE CONDOMINIUM PROJECT

EXPLANATION FORM PURSUANT TO SECTION 84a
OF THE MICHIGAN CONDOMINIUM ACT, AS AMENDED

The Developer has put together a Purchaser Information Booklet for Strawberry Farms containing the documents required by Section 84a of the Michigan Condominium Act, as amended, except the Condominium Buyers Handbook, which is being provided to you separately, and, in addition, other documents which may be of interest to prospective purchasers.

Purchaser hereby acknowledges receipt from Developer of a copy of the Purchaser Information Booklet, which includes the following documents for Strawberry Farms:

- (a) This Explanation Form;
- (b) A copy of a Purchase Agreement that conforms with Section 84a of the Act, as amended, and that is in a form in which the Purchaser may sign the agreement;
- (c) The recorded Master Deed and all amendments thereto, with the attached Condominium Bylaws and Condominium Subdivision Plan;
- (d) The Articles of Incorporation of the Strawberry Farms Condominium Association;
- (e) A Disclosure Statement relating to the project containing the information required by Section 84a of the Act; and
- (f) The Escrow Agreement.

Any Purchase Agreement which has been or may in the future be executed between Purchaser and Developer will become binding on the first to occur of (a) the expiration of nine (9) business days from the date set forth below; or (b) execution of a Waiver of Nine-Business-Day Period. The calculation of such nine (9) day business period shall not include the date set forth below unless it is a business day. The term "business day" as used in this Acknowledgment means a day other than a Saturday, Sunday, or legal holiday.

A copy of any Purchase Agreement executed between a Purchaser and the Developer will be given to the Purchaser at the time of execution separate and apart from the Purchaser Information Booklet.

The signature of Purchaser upon this Acknowledgment is prima facie evidence that the documents contained in the Purchaser Information Booklet and the Condominium Buyers

Element of the Project or utility line or system owned by the local public authority or company providing the service, are Limited Common Elements, as well as any other improvement constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in an amendment to the Master Deed made by Developer..

4.3 Maintenance. The costs of maintenance, repair and replacement of all improvements within the boundaries of a Unit will be borne by the Co-Owner of the Unit. The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will be properly maintained by the Co-Owner at all times and in accordance with the terms of this Master Deed, the Bylaws attached hereto, and any rules and regulations promulgated by the Association or its Board of Directors. The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association EXCEPT to the extent of repair and replacement due to the act or neglect of a Co-Owner or the agent, invitee, licensee, family member or pet of a Co-Owner, which repair and replacement shall be at the Co-Owners' sole cost and expense.

The private roads serving the Project, commonly described as Strawberry Farms Street and Strawberry Lane, as depicted on Exhibit B, serve all of the Co-Owners within the Project. The maintenance, repair and replacement, and the costs associated with the private roads shall be borne by the Association.

4.4 Assignment and Reassignments of Limited Common Elements. Portions of a Unit may be reassigned to accomplish Site boundary relocations contemplated by Article X, and other Limited Common Elements may be reassigned as desired by Co-Owners, upon notice to any affected mortgagee by an amendment to the Master Deed by the Developer or by written application to the Board of Directors of the Association by all Co-Owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-Owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof. All affected Co-Owners must consent to any reassignment of a Limited Common Element. In the reassignment of a Unit, the affected Co-Owners shall consist of the Co-Owner desiring to assign the Unit appurtenant to his Unit and the proposed assignee Co-Owner of the Unit.

4.5 Power of Attorney. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer during the Development Period, and thereafter the Association, as agent and attorney in connection with all matters concerning the General Common Elements depicted on the Condominium Subdivision Plan and their respective interests in the General Common Elements depicted on the Condominium Subdivision Plan. Without limitation on the generality of the foregoing, the Developer or the Association, as the case may be, will have full power and authority to dedicate to public use, grant easements over or convey title to the land constituting the General Common Elements depicted on the Condominium Subdivision Plan or any part

thereof, and to execute all documents and to do all things on behalf of the Co-Owners' mortgagees and other interested persons as are necessary or convenient in the exercise of such powers, provided all Units continue to have reasonable access to such General Common Elements.

4.6 Septic Systems. All Co-Owners must comply with the rules and regulations of the Kent County Health Department, including, but not limited to, the following:

a. Except as otherwise approved by the Developer and the Kent County Health Department, all septic systems and drainfields must be located on the Unit at least ten (10) feet from the Unit boundary line.

b. Each Co-Owner is solely responsible for the installation, maintenance, repair and replacement of the septic system on his Unit in good order and working condition and must comply with all applicable governmental regulations, unless otherwise waived by the applicable governmental agency. Neither the Developer nor the Association will be responsible for such installation, maintenance, repair and replacement and compliance.

c. Each Co-Owner must submit an application to obtain a permit from the Kent County Health Department for a septic tank and a drainfield. Each application must be accompanied by a lot development plan, drawn to scale and locating the Unit, private drives and rights of way, utilities, Unit lines, building sites and proposed well and septic locations. The Kent County Health Department may require the submission of a topographical map showing the existence and proposed contours of the Unit as part of the application process. The proposed contours, if such a topographical map is required, cannot exceed two (2) feet, unless otherwise waived by the Kent County Health Department.

d. Site modification in the area of the initial and replacement waste water disposal systems (drainfields) may be required by the Kent County Health Department. This modification may include soil removal and backfill with approved washed sand (2NS) or raised mound type systems.

e. Utilities, buildings, drives or other structures which may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by the Kent county Health Department.

4.7 Water Systems. All Co-Owners must comply with the rules and regulations of the Kent County Health Department, including, but not limited to, the following:

ENCLOSURE
RECEIVED
COUNTY HEALTH DEPARTMENT
KENT COUNTY, OHIO
JAN 10 2006

William D. Deaton

a. Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence on the Unit and for irrigation purposes, swimming pools, and other nondomestic uses on the Unit.

b. The Co-Owner shall be solely responsible for the installation, maintenance, repair and replacement of the water supply system on the Unit in good order and working condition and must comply with all applicable governmental regulations, unless otherwise waived by such governmental agency. Neither the Developer nor the Association shall be responsible for the installation, maintenance, repair or replacement of the water supply system on any Unit.

c. A permit from the Kent County Health Department (KCHD) is required prior to the installation or major repair of any on-site water supply. As part of the application the KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways and other significant details.

d. All water supply system wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet of continuous thickness, unless otherwise waived or modified by the Kent County Health Department prior to the completion of the well. This overburden to be located greater than twenty five (25) feet below the ground surface.

e. All wells must be grouted in accordance with the Michigan Department of Environmental Quality water well grouting requirements, unless waived or modified by the Michigan Department of Environmental Quality or other governmental entity.

f. A test well within the development indicates the water supply well to be 158.00 feet deep.

g. Co-Owners may consider the installation and utilization of water treatment devices to reduce the elevated levels of hardness and iron which can occur in well water.

4.8 Condominium Unit Use. Except as set forth herein, Condominium Units will not be separable from the Common Elements appurtenant thereto, and will not be used in any manner inconsistent with the purposes of the Project or in any other way 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 appurtenant thereto.

WILLIAM E. ELLIOTT
ENVIRONMENTAL HEALTH DIVISION
KENT COUNTY HEALTH DEPARTMENT
700 FULLER, N.E.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

5.1 Description of Units. A complete description of each Condominium Unit in the Project, is set forth in the Condominium Subdivision Plan as surveyed by Glaza & Associates, Inc. Each Unit will consist of the land contained within the Unit boundaries as shown in Exhibit "B".

5.2 Percentage of Value. The percentage of value assigned to each Unit are equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value. The percentage of value assigned to each Unit will be determinative of each Co-Owner's respective share of the Common Elements of the Condominium Project, each respective Co-Owner's proportionate share in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Area of Future Development. The Project established pursuant to the initial Master Deed consists of 28 Units. The Developer may, at its election, expand the condominium project.

6.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending six (6) years after initial recording of this Master Deed, be increased by the addition to this Project of all or any portion of any area of future development and the establishment of units thereon. No unit will be created within any part of the area of future development which is added to the Project that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. Nothing herein contained will in any way obligate Developer to enlarge the Project beyond the phase established by this Master Deed and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

6.4 Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

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

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

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Withdrawal of Lands. Any other provisions of this Master Deed notwithstanding, the Developer may, at the option of the Developer, within a period ending six (6) years after initial recording of this Master Deed, contract the Project by withdrawing any or all of the lands described in Article II from the Project, provided that no Unit which has been conveyed by the Developer may be withdrawn without the consent of the Co-Owner and mortgagee of the Unit. Other than as set forth herein, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project as to the portion or portions of land which may be

withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn.

7.2 Contraction Not Mandatory. There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions thereof in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or any other form of development.

7.3 Amendment to Master Deed and Modification of Percentages of Value. A withdrawal of lands from the Project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to the Master Deed.

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

7.5 Additional Provisions. The amendment or amendments to the Master Deed by the Developer to contract the Project will also contain such provisions, as Developer may determine necessary or desirable, (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project, and/or (ii) to create or change restrictions or other terms and provisions affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

8.1 Easement for Maintenance of Residence Exteriors. There are hereby created easements to and in favor of the Association in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each residence that is constructed within the Project to permit any maintenance, repair and replacement to be performed by the

Association as provided in Section 4.3 hereof and for access to and maintenance of those Common Elements of the Project for which the Association may be responsible.

8.2 Grant of Easements by Association. The Association is empowered to grant such easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Property for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or other lands that may be included within the Project, as described in Section 6.1 hereof, subject, however, to the approval of the Developer so long as the Development Period has not expired.

8.3 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities providing utility service to the Condominium Project will have such easements as may be necessary over the Condominium Property, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, inspection or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

8.4 Utility Easements. There is hereby created a non-exclusive perpetual easement for public and private utilities in, over and across those portions of the General Common Elements denoted as Strawberry Farms Street and Strawberry Lane, and over and across those portions of the Limited Commons Elements appurtenant to Units 14 & 15, Units 18 & 19, and Units 26 & 27, on the Condominium Subdivision Plan, for the benefit of the Co-Owners and for utility companies and governmental entities with respect to providing utility services to the Project, and/or having utility service facilities in the Project for the following purposes only: installment, repair, replacement, maintenance and/or extension of gas lines, electric lines, telephone lines, cablevision lines, water mains and sewer mains; including associated lines, valves, hydrants, fittings and other improvements; and rights of ingress and egress for the installation, repair, replacement, maintenance and extension of such utility services and facilities at reasonable times. All such utility services shall be installed underground.

The Developer reserves the right during the Development Period to grant easements for utilities over, under and across the Property to appropriate governmental bodies or public utility companies. Any such easement may be conveyed by the Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by either a separate easement or document or by an appropriate amendment to the Master Deed. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing easements.

8.5 Roadway Easement. Developer hereby reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads now or hereafter located in the Condominium Project for the purpose of ingress and egress from all or any portion of the Condominium

Property in furtherance of any legitimate purpose, including development and operation of adjoining property.

8.6 Telecommunications Agreements. The Association, subject to the Developer's approval during the Development Period, will have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event will the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium Project within the meaning of the Act and will be paid over to and will be the property of the Association.

8.7 Termination of Easements. Developer reserves to itself, and its successors and assigns, the right to terminate, modify or revoke any utility or other easement, except the easement granted herein, granted in this Master Deed at such time as the particular easement has become unnecessary for the purposes of the Condominium Project. No easement may be terminated, modified or revoked by the Developer unless and until all Units served by it are adequately served by an appropriate substitute or replacement easement. Any termination, modification or revocation of any such easement shall be effected only by recording an appropriate amendment to this Master Deed.

8.8 Easement for Retention Pond. Perpetual easement in favor of the Developer during the Development Period, and thereafter in favor of the Association, shall exist on, over, along, across, through and under those portions of the Project designated as Retention Pond Areas on the Condominium Subdivision Plan, attached as Exhibit B, for the installation, construction, maintenance, repair and replacement of storm water drainage and retention basin facilities and equipment. All construction, maintenance, repair and replacements costs associated with such facilities and equipment on the Retention Pond Area shall be the responsibility of the Developer during the Development Period, and thereafter by the Association, except to the extent of repair or replacement caused by an intentional or negligent act of a Co-owner or his agents, invitees, or family members.

ARTICLE IX

UNIT IMPROVEMENTS OR ALTERATIONS

9.1 Unit Improvements or Alterations. The only improvements permitted to be constructed within a Unit by any Co-Owner, other than the Developer, is a single family

residence and associated improvements as contemplated and permitted by the Condominium Master Deed and Bylaws and by the ordinances of Plainfield Township. A Co-Owner may make improvements or alterations to the residence within a Condominium Unit that do not impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the Unit, subject to the restrictions contained within the Bylaws and any rules and regulations promulgated by the Association or its Board of Directors.

9.2 Building Envelope. No residence, garage or accessory building, or any portion thereof, may be erected or maintained except wholly within the Building Envelope within any Unit.

ARTICLE X

UNIT BOUNDARY RELOCATIONS

10.1 Unit Boundary Relocation. The Developer may, without the consent of other Co-Owners or the Association, amend this Master Deed to relocate the boundaries of Units owned by the Developer as desired by the Developer. If non-developer Co-Owners owning adjoining Units, or a non-developer Co-Owner and Developer owning adjoining Condominium Units desire to relocate the boundaries of those Units or either of those Units, then the Board of Directors of the Association will, upon written application of the Co-Owners, accompanied by the written approval of the Developer during the Development Period and, in any event, of all mortgagees of record of the adjoining Units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries. No relocation of the boundaries shall result in the creation of any additional Unit.

10.2 Master Deed Amendment. An amendment to this Master Deed relocating Unit boundaries will identify the Condominium Units involved; will state that the boundaries between those Condominium Units are being relocated by agreement of the Co-Owners thereof; will contain conveyancing between those Co-Owners; will reassign the aggregate percentage of value assigned to those Condominium Units in Article V between those Condominium Units if necessary to reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project; and will be executed by the Co-Owners of the Units involved. The Association will execute and record any amendment by the Association relocating Unit boundaries after notice given pursuant to Section 11.1(i) and payment of the costs and expenses of the amendment by the Co-Owners requesting the amendment as required by Section 11.1(j).

ARTICLE XI

AMENDMENT

11.1 Amendment. Except as otherwise expressly provided in this Master Deed, the Condominium Project will not be terminated, vacated, revoked or abandoned except as provided in the Act, nor

may any of the provisions of this Master Deed, including Exhibits A and B be amended, except as follows:

(a) No Material Change. Amendments may be made without the consent of Co-Owners or mortgagees by the Developer during the Development Period, and thereafter by the Association, as long as the amendment does not materially alter or change the rights of a Co-Owner or mortgagee, including, but not limited to, amendments for the purpose of (i) a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements, (ii) correcting survey or other errors, (iii) making minor changes to the boundaries of the Project and/or (iv) facilitating mortgage loan financing for existing or prospective Co-Owners and to enable or facilitate 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 Veteran's Administration, the Department of Housing and Urban Development, any other agency of the federal government or the State of Michigan and/or any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(b) Material Change. Amendments may be made by the Developer during the Development Period, and thereafter by the Association, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners and mortgagees. A Co-Owner will have one (1) vote for each Unit owned (including, as to the Developer, all Units created by the Master Deed not yet conveyed). A mortgagee will have one (1) vote for each Unit mortgaged to the mortgagee. The required two-thirds (2/3) vote will be two-thirds (2/3) of the number of Units increased by the number of Units subject to mortgages. The required votes may be achieved by written consent of the required two-thirds (2/3) of the Co-Owners and mortgagees or, as to non-Developer Co-Owners, by consent established by the vote of the Co-Owner by any voting method described in the Bylaws.

(c) Legal Compliance. Amendments may be made without the consent of Co-Owners or mortgagees by the Developer, even if such amendment will materially alter or change the rights of the Co-Owners or mortgagees, to achieve compliance with the Act or with rules, interpretations or orders promulgated by the Administrator pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Required Co-Owner Consents. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-Owner may rent a Unit, may not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-Owner's consent.

(e) Consolidating Master Deed. A Consolidating Master Deed will be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of documents the Project as constituted after all expansions, contractions and conversions. The Consolidating Master Deed, when recorded, will supersede the previously recorded Master Deed and all amendments thereto. The Consolidating Master Deed may incorporate by reference all or any pertinent portions of this Master Deed, as amended, and the Exhibits hereto, or, at the election of the Developer, may restate any or all of the provisions of this Master Deed, as amended, and the Exhibits hereto, deleting provisions or parts of provisions that have been superseded, or whose effectiveness has expired, or which benefit the Developer. If no expansion, contraction or conversion of convertible areas of lands occurs, no Consolidating Master Deed need be recorded.

(f) Developer Rights to Amend. The restrictions contained in this Article XI on amendments will not in any way affect the rights of Developer as set forth elsewhere in this Master Deed.

(g) Power of Attorney. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably and unanimously consent to the Developer and/or the Association making any amendment or amendments authorized by this Master Deed to be made by the Developer or the Association respectively, including the Consolidating Master Deed, and to any reallocation of percentages of value determined by the Developer or the Association to be necessary in conjunction with such amendment or amendments. All such interested persons by acceptance of a deed, mortgage, land contract or other conveyance do hereby irrevocably appoint the Developer and/or the Association as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed authorized to be made by the Developer or the Association respectively, and all ancillary documents necessary to effectuate such amendments.

(h) Developer Consent. This Master Deed may not be modified during the Development Period without the written consent of the Developer.

(i) Notice. Co-Owners and mortgagees of record in Kent County, Michigan will be notified of proposed amendments not less than ten (10) days before the amendment is recorded.

(j) Costs. A person causing or requesting an amendment to the Condominium Documents will be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-Owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

ARTICLE XII

ASSIGNMENT

12.1 Assignment. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or person or to the Association. Any such assignment or transfer will be made by appropriate instrument in writing duly recorded in the Office of the Kent County Register of Deeds.

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

WITNESSES:

DEVELOPER

Saralyn K. Swart
Saralyn K. Swart

Frank J. Holshoe
Frank J. Holshoe

Kelly Soosa
Kelly Soosa

Ardella K. Holshoe
Ardella K. Holshoe

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 18 day of October, 1996, before me, a Notary Public in and for said County, appeared Frank J. Holshoe and Ardella K. Holshoe, to me personally known, who being by me duly sworn, acknowledged that they have executed the within document of their own free act and deed.

Lori A. Dunn

Notary Public, LORI A. DUNN
Kent County, MI Notary Public, Kent County, MI
My Commission Expires: My Commission Expires 05/02/99



Drafted by and Return to
After Recording:

Todd A. Hendricks
RHOADES, McKEE, BOER,
GOODRICH & TITTA
600 Waters Building
161 Ottawa Avenue, N.W.
Grand Rapids, MI 49503
(616) 235-3500

