

MASTER DEED

Southbrook Court Condominiums No: 1 Act 229, P.A. 1963 as amended

Consisting of:

1. Master Deed establishing Southbrook Court Condominium No: 1
2. Exhibit A to Master Deed; by-laws of Southbrook Court Condominiums Inc. a non-profit service corporation of co-owners.
3. Exhibit B to Master Deed; Plans and drawings as required by Act 229, P.A. 1963 as amended.
4. Exhibit C to Master Deed: Mortgagee's consent to Submission to Condominium project.
5. Certificate of approval of Master Deed by Michigan Department of Commerce.

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

This Instrument Drafted By:

Owen A. Aukeman  
3367 Hillcrest  
Hudsonville  
Michigan 49426

STATE OF MICHIGAN }  
COUNTY OF OTTAWA } SS

Received for record.....*16<sup>th</sup>*..... day of  
*Sept.*..... A. D. 1971..... at *4:30*  
o'clock *P.* M. and the recorded in liber *6*  
of Ottawa County Records on page *186*

*Robert J. Krummraed*

REGISTER OF DEEDS

Fifth: The common elements of the project, described in "Exhibit B" attached hereto, are as follows:

a. The general common elements are:

- (1) The land described in paragraph second hereof, including driveways and sidewalks;
- (2) The electrical and telephone wiring network throughout the project.
- (3) Public connections for gas, electricity, light, telephone, water, and sewer.
- (4) The foundation, main wall (including windows, doors, and chimneys therein), roofs, ceilings and floors of the project as described in the plans attached hereto as "Exhibit B";
- (5) The plumbing network throughout the project;
- (6) The service rooms, space, and facilities used for maintenance or repair of the project;
- (7) The common storage rooms and space, as designated and delineated on the site plan and on the floor plans of the carport stalls in "Exhibit B" attached hereto;
- (8) Such other elements of the project not herein designated are general or limited common elements and which are not enclosed within the boundaries of an apartment.

b. The limited common elements are:

- (1) Each car-port including storage room is restricted in use to the co-owner of the apartment to which it is appurtenant as designated on the floor plan of the car-port stalls in "Exhibit B" attached hereto.
- (2) Each balcony area is restricted in use to the co-owner of the apartment to which it is appurtenant as designated on the first floor plan of the apartment building in "Exhibit B" attached hereto.

The surfaces of main walls (including windows, doors and chimneys therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owners of such apartment.

No co-owner shall use his apartment or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of another co-owner in the use and enjoyment of his apartment or the common elements.

Public utilities furnishing services such as water, electricity, sewer, gas and telephone to the project shall have access to the common elements and the apartments as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to install, repair or maintain such services shall be an expense of the administration to be assessed in accordance with the by-laws attached hereto as "Exhibit A".

Sixth: A. The apartments in the condominiums are completely described in this paragraph with reference to the Survey plan and site plan of Southbrook Court Condominium No: 1 as surveyed by Medema, Van Kooten and Associates, consulting engineers and surveyors, 252 State St. S.E. Grand Rapids, Michigan, attached hereto as Exhibit B, which included 10 buildings to be known as buildings No: 1 through buildings No: 10 inclusive.

Each apartment unit shall include all that space contained within certain horizontal planes designated and delineated by "X" and "Y" coordinate lines, less any common elements contained therein. In determining dimensions, each apartment unit shall be measured from interior finished, unpainted surface of the main walls and ceilings and from the interior surfaces of the finished subfloor.

The developer of this condominium project reserves the right to amend this paragraph Sixth for future development to exits North and East for the enjoyment of subsequent units without the consent of any other co-owners of apartments in this condominium project with respect to the plans attached hereto as "Exhibit B".

B. The percentage of value assigned to each apartment in Buildings No: 1 - 10 inclusive is set forth in paragraph "D" hereof. The percentages of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expense of administration and the value of such co-owner's vote at meetings of the association of co-owners, in accordance with the by-laws, as amended. The total value of the project is 100.

C. In each Building, when complete, those areas described below as apartments numbered A through Q will be assigned to a particular apartment unit and will become a part thereof. In the event one or more of these areas are not assigned to a particular apartment unit, the developer will assign it to the co-owners association for the use and enjoyment of all co-owners.

When assigned to the co-owners association, these areas may not in any manner be utilized as a separate living unit.

D. Described below is each apartment number as it appears on the condominium subdivision plan with the percentage of value assigned to each apartment.

Building No. 1 (A) (Proposed)

Apartment No.	Square Feet	Total
1	780	1.2%
2	"	"
3	"	"
4	"	"
5	"	"
6	"	"
7	"	"
8	"	"
A	118	0.1%
Building Totals	6,358	9.7%

Building No. 2 (Proposed)

9	884	1.25%
10	892	1.28
11	892	1.28
12	884	1.25
13	884	1.25
14	892	1.28
15	892	1.28
16	884	1.25
B	93	0.09
C	93	0.09
Building Totals	7,290	10.30%

Building No. 3 (Proposed)

Apartment No.	Square Feet	Total
17	780	1.2%
18	"	"
19	"	"
20	"	"
21	"	"
22	"	"
23	"	"
24	"	"
D	118	0.1%
Building Totals	<u>6,358</u>	<u>9.7%</u>

Building No. 4 (Proposed)

25	884	1.25%
26	892	1.28
27	892	1.28
28	884	1.25
29	884	1.25
30	892	1.28
31	892	1.28
32	884	1.25
E	93	0.09
F	93	0.09
Building Totals	<u>7,290</u>	<u>10.30%</u>

Building No. 5 (Proposed)

33	780	1.2%
34	"	"
35	"	"
36	"	"
37	"	"
38	"	"
39	"	"
40	"	"
G	118	0.1%
Building Totals	<u>6,358</u>	<u>9.7%</u>

Building No. 6 (Proposed)

41	780	1.2%
42	"	"
43	"	"
44	"	"
45	"	"
46	"	"
47	"	"
48	"	"
H	118	0.1%
Building Totals	<u>6,358</u>	<u>9.7%</u>

Building No. 7 (Existing)

49	884	1.25%
50	892	1.28
51	892	1.28
52	884	1.25
53	884	1.25
54	892	1.28
55	892	1.28
56	884	1.25
J	93	0.09
K	93	0.09
Building Totals	<u>7,290</u>	<u>10.30%</u>

<u>Building No. 8 (Proposed)</u>		
Apartment No.	Square Feet	Total
57	884	1.25%
58	892	1.28
59	892	1.28
60	884	1.25
61	884	1.25
62	892	1.28
63	892	1.28
64	884	1.25
L	93	0.09
M	93	0.09
Building Totals	<u>7,290</u>	<u>10.30%</u>
<u>Building No. 9 (Existing)</u>		
65	780	1.2%
66	"	"
67	"	"
68	"	"
69	"	"
70	"	"
71	"	"
72	"	"
N	118	0.1%
Building Totals	<u>6,358</u>	<u>9.7%</u>
<u>Building No. 10 (Proposed)</u>		
73	884	1.25%
74	892	1.28
75	892	1.28
76	884	1.25
77	884	1.25
78	892	1.28
79	892	1.28
80	884	1.25
P	93	0.09
Q	93	0.09
Building Totals	<u>7,290</u>	<u>10.30%</u>
Project Totals	68,240	100%

Seventh: So long as the developer owns one or more apartments in the project, the developer shall be subject to the provisions of the master deed and Exhibit "A" and "B" attached hereto.

Eighth: The percentage allocated to each apartment in paragraph Sixth hereof shall not be changed except with the unanimous consent of all the co-owners expressed in an amendment to this master deed duly approved and recorded.

Ninth: If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair reconstruction or disposition of the property shall be as provided by the by-laws attached hereto as Exhibit "A".

Tenth: In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

There shall be a permanent easement for maintenance and repair of common elements, which easement shall be administered by the association.

There shall be easements to, through and over these portions of land, structures, building, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the condominium.

Eleventh: The condominium project shall not be vacated or revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such terminations.

WITNESSES

Bernice Dykema  
BERNICE DYKEMA  
Alfred De Weerd  
ALFRED DE WEERD

Owen A. Aukeman L.S.  
OWEN A. AUKEMAN  
Mary Lou Aukeman L.S.  
MARY LOU AUKEMAN

STATE OF MICHIGAN  
County of Ottawa

) ss

On this 9th day of Sept 1971, before me, a Notary Public in and for said County, appeared Owen/A. Aukeman and Mary Lou Aukeman, Husband and Wife, to me known to be the same persons described in and who executed the within instrument, who both acknowledged the same to be their free act and deed.

*Regina K. Wood*  
Notary Public  
County of Ottawa State of Michigan  
My commission expires: Nov. 4, 1974

This instrument drafted by:

Owen A. Aukeman  
Business address  
3367 Hillcrest  
Hudsonville  
Michigan 49426