



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE
SEVEN STORY STATE OFFICE BLDG., LANSING, MICHIGAN 48913
RICHARD E. WHITMER, Director

O R D E R

CERTIFICATE OF APPROVAL OF MASTER DEED

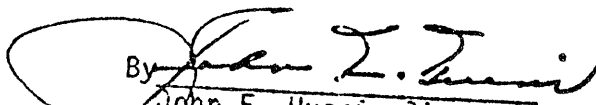
In re: Application of Owen A. Aukeman, 3367 Hillcrest Street, Hudsonville, Michigan, Developer, for a Certificate of Approval of Master Deed for SOUTH BROOK COURT CONDOMINIUM, 3163 Barry Street, Hudsonville, Michigan.

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1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b. That this order be recorded with the County Registry of Deeds at the same time as the Master Deed itself is so recorded.
 - c. When construction has been completed the developer shall amend the master deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard E. Whitmer, Director

Dated: September 15, 1971
Lansing, Michigan

By 
John F. Hueni, Director
Securities Bureau



(e) No immoral or improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished to the sole expense of the unit owners of the association, whichever shall have the obligation to maintain or repair such portion of the condominium property.

(f) No portion of an apartment unit (other than the entire apartment unit) may be rented, and no transient tenants may be accommodated therein; provided, that nothing herein shall prevent the rental or sublease of a limited common element appurtenant to such apartment unit.

(g) No unit owner shall place any furniture, packages or objects in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, except in an area to which he has sole access or an area designated as a storage area, and the lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit.

Section 7. Rules of Conduct. Rules and regulations concerning the use of apartment units and the common elements may be promulgated and amended by the board with the approval of the majority of the unit owners. Copies of such rules and regulations shall be furnished by the board to each unit owner prior to their effective date.

ARTICLE VI

MORTGAGES

Section 1. Mortgage of Apartment Units. No co-owner may mortgage his apartment or any interest therein without the approval of the Association except to a bank, pension fund, insurance company, savings and loan association, credit union or other institutional lender. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld; provided, that nothing herein shall be construed so as to prevent the developer from accepting a purchase money mortgage as a part of the purchase price of an apartment nor prevent a co-owner from accepting a purchase money mortgage from a subsequent purchaser.

Section 2. Notice of Mortgage. A unit owner who mortgages an apartment unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Apartments".

Section 3. Notice of Default. The Association, whenever so requested in writing by a mortgagee of an apartment unit, shall promptly report any then unpaid common charges or other defaults by the co-owner of the mortgaged apartment unit, and shall furnish the individual mortgagees with complete information on all insurance carried by the Association.

ARTICLE VII

APPROVAL OR TRANSFER OF LEASE

Section 1. Approval Required. No apartment owner may effectively dispose of an apartment or any interest therein by sale or lease, except to another apartment owner in the condominium, without approval of the Association. If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

Section 2. Notice of Intent. An apartment owner intending to make a bona fide sale or lease of his apartment or any interest therein shall give written notice of such intention to the Association, together with the name and address of the intended purchaser or lessee, the terms and conditions of the proposed transaction and such other information concerning the intended purchase or lease as the board may reasonably require. An apartment owner who has obtained his title by gift, devise or inheritance shall give notice to the Association of the acquiring of his title, together with such personal information as the board may reasonably require, and a certified copy of the instrument evidencing his title. If the notice herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment the board, at its election and without notice, may disapprove the transaction or new ownership.

Section 3. Approval or Disapproval. Within 20 days after receipt of the notice described in Section 2 the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form, and shall be delivered to the purchaser, lessee or new owner. If disapproved, the Association shall offer to purchase or lease, or provide another purchaser or lessee acceptable to it, on terms not less favorable to the seller than those originally proposed, and said seller shall be bound to consummate the transaction with such approved purchaser or lessee within 30 days thereafter. If the Association shall fail to purchase or lease, or to provide a purchaser or lessee in the event of disapproval, then not withstanding said disapproval the sale or ownership, as the case may be, shall be deemed to have been approved and to have furnished a certificate of approval as provided herein.

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

ARTICLE VIII

ARBITRATION

Section 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 management agreement, if any, or to any disputes, claims or grievances arising among or between co-owners or between such owners and the Association shall, 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 and the parties thereto shall accept the arbitrator's decision as final and binding. The commercial Arbitration Rules, as amended, and in effect June 1, 1964, of the American Arbitration Association shall be applicable to such arbitration.

Section 2. Preservation of Rights. No co-owner of the Association shall be precluded from petitioning the courts to resolve any such dispute, claim or grievance in the absence of election to arbitrate.

ARTICLE IX

AMENDMENT AND TERMINATION

Section 1. Amendment. These by-laws may be amended, altered, changed, added to or repealed by either (i) the affirmative vote of not less than 75% of the co-owners in value and in number; or (ii) until the initial meeting of members, only by all of the directors; provided, that no amendment shall change any provision of the Master Deed unless made in accordance with Paragraph 12 thereof and approved by the Securities Bureau of the Michigan Department of Commerce, nor shall it eliminate any of the mandatory provisions required by Section 13 of the Michigan Horizontal Real Property Act. A copy of each amendment shall be certified by the president and secretary as having been duly adopted and shall be effective when recorded in the public records of Ottawa, County, Michigan.

Section 2. Termination. The condominium may be terminated at any time by the written approval of the co-owners of all apartment units and all record owners of liens thereon, in the manner provided by law, provided:

(a) In the event that insufficient reservations are received to insure the success of the Project as provided in any agreement between the Developer and each Subscriber, the condominium plan of ownership shall be vacated forthwith.

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

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