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MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

F I L E D March 5, 1982 Michigan Department of Commerce Corporation & Securities Bureau	Date Received

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For Use by Domestic Non-Stock Corporations only
(See Instructions on Reverse Side)

INSERT CORPORATION NUMBER 790-014

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 122, Act 327, Public Acts of 1931, as amended:

1. The name of the corporation is SUN SET VILLAGE ASSOCIATION
 (Master Deed recorded in Liber 594, Pages 671 -686)

2. The address of its registered office is:
5358 36th Ave. Hudsonville, Michigan 49426
(No. and Street) (Town or City) (Zip Code)

3. The following amendment to the Articles of Incorporation was adopted by the members of the corporation in accordance with Subsection (2) of Section 122, Act 327, Public Acts of 1931, as amended, on the 4th day of January, 1982.

4. Resolved, that Article I, II, V of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

ARTICLE I.
 The name of the corporation is WHITE PINE ESTATE.
ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:
 To manage, maintain and operate the White Pine Estate Condominiums, located in the City of Hudsonville, Ottawa County, Michigan, in accordance with the provisions contained in the master deeds of such condominiums and in accordance with the By-Laws of this Association and the laws of the State of Michigan.

ARTICLE V.

Said corporation is organized upon a non-stock basis.

(a) The amount of assets which said corporation possesses is: 1984 SEP 17 AM 10:47

Real Property: None
 Personal Property: None

(b) The manner in which the directors of the Corporation are to be elected or appointed shall be as provided in the By-Laws of the Corporation.

(c) The individual members of the Corporation must be co-owners of one or more, units in any of the White Pine Estate Condominiums in the City of Hudsonville, Ottawa County, Michigan.

RECORDED

Richard Dale Sall
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

5. The necessary number of members as required by statute were voted in favor of the amendment.
 (Refer to part 3 of Information and Instructions appearing on the reverse side of this certificate.)

STATE OF MICHIGAN)
 COUNTY OF OTTAWA) Signed this 25th day of February, 1982

The foregoing instrument was acknowledge before me this the 25th of February, 1982 by Russell Schut
 Russell Schut, President (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Richard Dale Sall Russell Schut, President
 Notary Public, Ottawa County, MI (Type or Print Name and Title)
 My Commission Expires Oct. 29, 1986

MASTER DEED

SUN SET VILLAGE

(Act 229, Public Acts of 1963)

In the City of Hudsonville, County of Ottawa, and State of Michigan, on this 12th day of August, 1969, OWEN A. AUKEMAN and MARY LOUISE AUKEMAN, of 3367 Hillcrest, Hudsonville, Michigan, husband and wife, and OWEN A. AUKEMAN, individually, hereinafter referred to as "Developer", hereby state:

FIRST: Developer and his said wife are owners of the land described below, together with the building and improvements thereon, all as described in the plans attached hereto as "Exhibit B" containing pages 1 through 3 inclusive, the project being known as Sun Set Village Condominium No. 3. The architectural plans for the project were approved by the City of Hudsonville, Ottawa County, Michigan. The project is established as a condominium in accordance with Act 229 of the Public Acts of Michigan of 1963, as amended. The By-Laws attached hereto as "Exhibit A" and the Plans attached as "Exhibit B" are hereby incorporated in and made a part of this Master Deed.

SECOND: The land referred to in paragraph First is situated in the City of Hudsonville, County of Ottawa, State of Michigan, and is described as follows:

That part of the NE $\frac{1}{4}$ of Sec. 32, T6N, R13W, City of Hudsonville, Ottawa County, Michigan, described as follows: Commencing at the NW corner of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 32, thence N.89°57'E. 192.20 feet along the North line of said SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 32, to the place of beginning for this description; thence S.1°14'E. 151.84 feet parallel with the West line of the NE $\frac{1}{4}$ of Sec. 32, thence N.88°46'E. 170.0 feet, thence N.1°14'W. 148.33 feet to the North line of said SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 32, thence S.89°57'W. 170.04 feet to the place of beginning, reserving an easement over the South 16.0 feet thereof for rights of ingress and egress; and including easements for rights of ingress and egress to 36th Avenue over that part of the NE $\frac{1}{4}$ of Sec. 32, T6N, R13W, described as commencing on the West line of the NE $\frac{1}{4}$ of Sec. 32 at a point which is S.1°14'E. 139.81 feet from the NW corner of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 32, thence S.1°14'E. 16.0 feet along said West line, thence N.88°46'E. 192.16 feet to the SW corner of the above described property, thence N.1°14'W. 16.0 feet, thence S.88°46'W. 192.16 feet to the place of beginning, also over that part of the NE $\frac{1}{4}$ of Sec. 32, T6N, R13W, described as commencing on the West line of the NE $\frac{1}{4}$ of Sec. 32, at a point which is S.1°14'E. 8.0 feet from the NW corner of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 32, thence S.1°14'E. 10.0 feet along said West line, thence N.89°57'E. 155.0 feet, thence S.85°03'E. 37.41 feet to the West line of the above described property, thence N.1°14'W. 10.0 feet, thence N.85°03'W. 37.41 feet, thence S.89°57'W. 155.0 feet to the place of beginning, together with an easement for construction and maintenance of a septic tank and drain field system over that part of the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Sec. 32, T6N, R13W, described as commencing at the NW corner of said SW $\frac{1}{4}$, NE $\frac{1}{4}$; thence N.89°57'E. 192.20 feet along the North line of said SW $\frac{1}{4}$, NE $\frac{1}{4}$; thence S.1°14'E. 151.84 feet parallel with the West line of the NE $\frac{1}{4}$ of Sec. 32; thence N.88°46'E. 85.22 feet to the place of beginning for this description; thence N.88°46'E. 30.58 feet; thence S.1°14'E. 55.0 feet; thence S.88°46'W. 30.58 feet; thence N.1°14'W. 55.0 feet to the place of beginning.

THIRD: The project consists of one (1) building containing a basement level and first floor. The building contains individual apartments, all for residential purposes and each capable of individual utilization, on account of having its own exit to a common element of the project. Each co-owner of an apartment in the project will have a particular and exclusive property right to his apartment and an undivided and inseparable interest in the common elements in the project, as hereinafter set forth in this Master Deed.

FOURTH: The apartments, including the number, boundaries, dimensions, area and volume of each apartment, are described more particularly in Paragraph SIXTH hereof and in "Exhibit B" attached hereto. The apartments are numbered in series from "17" through "24".

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 and water;
- (4) The foundations, main walls (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 room, 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 Plan of the Car-Port stalls in "Exhibit B" attached hereto;
- (8) Such other elements of the project not herein designated as 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 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, 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 administration to be assessed in accordance with the by-laws attached hereto as "Exhibit A".

SIXTH:

A. The apartments in the Condominium are completely described in this paragraph with reference to the Survey Plan and Site Plan of Sun Set Village Condominium No. 1, as surveyed by Medema Van Kooten & Associates, consulting engineers and surveyors, and attached hereto as "Exhibit B". Each apartment shall include all that space contained within certain horizontal planes designated and delineated by "X" and "Y" coordinated lines and certain vertical planes designated and delineated by "Z" coordinate lines, less any common elements contained therein. In determining dimensions, each apartment shall be measured from interior finished, unpainted surfaces of the main walls and ceiling and from the interior surfaces of the finished floor.

B. The percentage of value assigned to each apartment in the Condominium is set forth in paragraph "C" hereof. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association of Co-owners. The total value of the project is 100.

C. Set forth below are the following:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.
- (c) A description of each apartment by means of the coordinates pertinent to such apartment.

<u>Apartment No.</u>	<u>Percentage of Value Assigned</u>	<u>Apartment Description by Coordinates</u>
17	12.8	X X Y Y Z Z a b 3 5 a 1
18	12.8	X X Y Y Z Z a b 1 2 a 1
19	12.8	X X Y Y Z Z b c 1 2 a 1
20	10.1	X X Y Y Z Z b c 4 5 a 1
21	12.9	X X Y Y Z Z a b 3 5 1 2
22	12.9	X X Y Y Z Z a b 1 2 1 2
23	12.9	X X Y Y Z Z b c 1 2 1 2
24	12.8	X X Y Y Z Z b c 3 5 1 2

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 Exhibits "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 of 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 the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of the land, structures, buildings, 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 termination, revocation, or amendment by duly approved and recorded instruments.

Witnesses:

Hugh T. Nowak
Hugh T. Nowak
Wanda Czapran
Wanda Czapran

Owen A. Aukeman (L.S.)
Owen A. Aukeman
Mary Louise Aukeman (L.S.)
Mary Louise Aukeman

STATE OF MICHIGAN)
COUNTY OF KENT) ss.

On this 12th day of August 1969, before me a Notary Public in and for said County, appeared Owen A. Aukeman and Mary Louise 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.

Wanda Czapran
Notary Public, Kent County, Michigan
My commission expires: April 11, 1970.
(Wanda Czapran)

This instrument drafted by:
HUGH T. NOWAK, Attorney
Business Address:
333 Trust Building,
Grand Rapids, Michigan.