

premises or stored within the building. All landscaping shall be finished within one year after start of construction. Excavation starts the beginning of construction. The unit Co-owner shall be responsible for keeping the common areas free from construction waste materials and soils from his unit.

- i. Utilities. All utilities shall be located underground. The Co-owner shall notify the Developer when electric service is furnished to the Unit.
 - j. Fences and Markers. No fences shall be permitted (except as part of a deck or patio) unless approved by the Design Agent. No lot line nor corner markers shall be erected by Co-owners. No chain link or wire fences of any kind shall be permitted.
 - k. Paving. Driveways and sidewalks shall be surfaced with concrete, asphalt, brick, or paving stone, and shall match into the edge of existing streets and sidewalks.
 - l. Landscaping. Lawns must be sodded or seeded within one year from start of construction unless otherwise specified in the site plan approval. Trees over 8" in diameter, measured at 36 inches above grade, (unless dead or diseased) cannot be removed without Design Agent's approval. Other landscaping (other than berms or other earth contouring) may be done without Design Agent's approval and shall be maintained in a healthy and attractive condition by the Co-owner.
 - m. Building Plan Review.
 - 1) Preliminary Plans. Preliminary plans should include the site plan, and elevations of all sides of the home. A color rendering of the home with landscaping is desirable.
 - 2) Materials and Colors. Material and color selection for all the exterior elevations are to be submitted, specifically masonry, siding, trim, garage door(s) and roof.
 - 3) Final Approval. For final approval, the site plan and elevations shall incorporate any required revisions from the preliminary submission.
 - n. Outside lighting. All outside lighting on the premises must be directed downward and be placed no higher than ten (10) feet above grade. No yard light shall be left on all night.
 - o. Swimming Pools. No swimming pools shall be permitted on the premises.
 - p. Manufactured Housing Prohibited. Other than as already exists on Unit 1, no manufactured housing, mobile home, house trailer or dwelling transported on its own axles and wheels or normally supported on its own frame will be placed upon the premises.
3. Rules of conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least 10 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 60 percent of all co-owners, in number and in value.
 4. Remedies on breach. A default by a co-owner shall entitle the association to the following relief:

- a. Failure to comply with any restriction on use and occupancy in these Bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.
- b. In a proceeding arising because of an alleged default by a co-owner, if the association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.
- c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future.

An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

5. Use by the Developer. While a unit is for sale by the Developer, the Developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the Developer and each unit is occupied by the purchaser, the Developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The Developer shall restore all areas and equipment to reasonable status when it is finished with this use.

ARTICLE VIII MORTGAGES

1. Mortgage of condominium units. Any co-owner who mortgages a condominium unit shall notify the association of the name and address of the mortgagee, and the association shall maintain such information in a book entitled "Mortgagees of units." At the written request of a mortgagee of any unit, the mortgagee may (a) inspect the records of the project during normal business hours, on reasonable notice; (b) receive a copy of the annual financial statement of the association, which is prepared for the association and distributed to the owners; and (c) receive written notice of all meetings of the association and designate a representative to attend all such meetings. However, the association's failure to fulfill any such request shall not affect the validity of any action or decision.
2. Notice of insurance. The association shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

3. Rights of mortgagees. Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium unit is subject to the following provisions:
- a. The holder of the mortgage is entitled, on written request, to notification from the association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 60 days.
 - b. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged unit, including restrictions on the posting of signs pertaining to the sale or rental of the unit.
 - c. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged unit that have accrued before the holder comes into possession of the unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all units, including the mortgaged unit).
4. Additional notification. When notice is to be given to a mortgagee, the board of directors shall also notify the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, or any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of units in the condominium if the board of directors has received notice of the entity's participation.

ARTICLE IX LEASES

1. Notice of leases. Any co-owner, including the Developer, who desires to rent or lease a condominium unit for more than 30 consecutive days shall inform the association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the association a copy of the exact lease form for its review for compliance with the condominium documents. No unit shall be rented or leased for less than 60 days without written consent from the association. If the Developer proposes to rent condominium units before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.
2. Terms of leases. Tenants and non-co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.
3. Remedies. If the association determines that any tenant or non-co-owner occupant has failed to comply with the provisions of the condominium documents, the association may

take the following actions:

- a. The association shall notify the co-owner by certified mail addressed to the co-owner at the co-owner's last known residence of the alleged violation by the tenant.
 - b. The co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the association that a violation has not occurred.
 - c. If, after 15 days, the association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-co-owner occupant and a simultaneous action for money damages (in the same or another action) against the co-owner and the tenant or non-co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision may be by summary proceeding. The association may hold both the tenant and the co-owner liable for any damages to the Condominium caused by the co-owner or the tenant.
4. Assessments. When a co-owner is in arrears to the association for assessments, the association may notify any tenant occupying a co-owner's unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the co-owner the full arrearage and future assessments as they fall due and shall pay them to the association. Such deductions shall not be a breach of the rental agreement or lease.

ARTICLE X ARBITRATION

1. Submission to arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the Master Deed, Bylaws, or other condominium documents among co-owners or between owners and the association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the association, be submitted to arbitration by the arbitration association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these Bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the arbitration association.
2. Disputes involving the Developer. A contract to settle by arbitration may also be signed by the Developer and any claimant with a claim against the Developer that may be the subject of a civil action, subject to the following conditions:
 - a. At the exclusive option of a purchaser, co-owner, or person occupying a restricted unit in the project, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that involves less than \$2,500 and relates to a purchase agreement, condominium unit, or the project.
 - b. At the exclusive option of the association of co-owners, the Developer shall sign a

contract to settle by arbitration a claim that may be the subject of a civil action against the Developer that relates to the common elements of the project and involves less than \$10,000.

3. Preservation of rights. The election of a co-owner or the association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE XI MISCELLANEOUS PROVISIONS

1. Severability. If any of the provisions of these Bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.
2. Notices. Notices provided for in the Michigan Condominium Act, the Master Deed, and the Bylaws shall be in writing and shall be addressed to the association at **5438 West Polk Road, Hart, Michigan 49420**, or to the co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The association may designate a different address by notifying all co-owners in writing. Any co-owner may designate a different address by notifying the association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in person.
3. Amendments. These Bylaws may be amended or repealed only in the manner stated in Article VII of the Master Deed.

ARTICLE XII REMEDIES FOR DEFAULT

1. Relief Available. Any default by a member shall entitle the Association or another member or members to the following relief:
 - a. Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved member or members.
 - b. In any proceeding arising because of an alleged default by any member, the Association, if successful, shall 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 shall any member be entitled to recover such attorneys' fees.
- c. Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including without limitation, the levying of fines against members after notice and opportunity for hearing, as provide din the Association rules and regulations, and the imposition of late charges for nonpayment of assessments.
 - d. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter, where reasonably necessary, upon the limited or general common elements, or into any unity, and summarily remove and abate, at the expense of the violating member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
2. Failure to Enforce. The failure of the Association or of any member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such member to enforce such right, provision, covenant or conditions in the future.
 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any member or members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.
 4. Hearing. Prior to the imposition of any fine or other penalty hereunder, the offending member shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XIII 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:

- a. The Master Deed, including the Condominium Subdivision Plan;
- b. These Condominium Bylaws;
- c. The Articles of Incorporation of the Association;
- d. The Bylaws of the Association; and,
- e. The Rules and Regulations of the Association.

EXHIBIT D**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT BY MORTGAGEE**

GOLDEN POND ESTATES, LLC, a Michigan limited liability company as "Developer," is establishing Golden Pond Community Condominiums (the "Condominium") as a condominium project by recordation in the office of the Oceana County Register of Deeds of the master deed (the "Master Deed") of Golden Pond Community Condominium, to which this consent is attached, submitting to condominium ownership the real property in the Township of Golden, Oceana County, Michigan, described in the Master Deed as:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 15 North, Range 18 West, Golden Township, Oceana County, Michigan, described as follows: Commencing at the Southwest corner of Section 13; thence North 00 degrees 49' 00" East along the West section line 400.02 feet to the point of beginning; thence North 00 degrees 49' 00" East along the West section line 929.52 feet; thence South 89 degrees 35' 30" East along the North 1/16 line 1,322.83 feet; thence South 00 degrees 45' 50" West along the West 1/16 line 500.01 feet; thence North 89 degrees 35' 30" West parallel with and 500.00 feet southerly of the North 1/16 line for a distance of 200.00 feet; thence South 00 degrees 45' 50" West parallel with and 200.00 feet westerly of the West 1/16 line for a distance of 427.27 feet; thence North 89 degrees 42' 25" West parallel with and 400.00 feet northerly of the South section line for a distance of 1,123.68 feet to the point of beginning.

(the "Premises"); and **FIFTH THIRD BANK (WESTERN MICHIGAN)**, a Michigan banking corporation, holds an interest in the Premises as mortgagee under a certain mortgage dated August 31, 2004, and recorded at Liber 2004, Page 26955 and modified at Liber 2004, Page 29891, Oceana Records and consents to the submission of the Premises to the Condominium described and set forth in the Master Deed, and consents to the recordation of the Master Deed in the office of the Register of Deeds for

EXHIBIT C

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GR 2006/12458

AFFIDAVIT OF MAILING

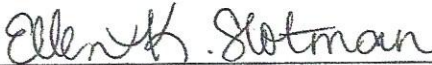
STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

Ellen K. Slotman, being duly sworn, deposes and says that:

1. She is a legal secretary with the law firm of James R. Prince, PLC, the attorneys for the developer of Golden Pond Community Condominiums.

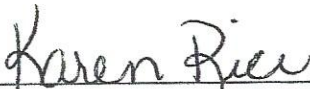
2. On May 6, 2005, notices were sent to all parties requiring notice pursuant to Section 71 of P.A. 59 of 1978, as amended, of the developer's intent to establish Golden Pond Condominiums condominium project. Such notices were sent by first class mail, postage fully prepaid.

Further deponent saith not.



Ellen K. Slotman

Subscribed and sworn to before me this April 24, 2006.



Karen Rice, Notary Public
Oceana County, Michigan
My Commission Expires: 10/22/07
Acting in the County of Oceana