

MASTER DEED FOR PORT VIEW FLATS – CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

Kent County Condominium Subdivision Plan No. _____

1. The Master Deed establishing PORT VIEW FLATS – Condominium, a condominium project
2. **Exhibit A** to the Master Deed: Condominium Bylaws for PORT VIEW FLATS – Condominium
3. **Exhibit B** to the Master Deed: Condominium Subdivision Plan for PORT VIEW FLATS – Condominium
4. **Exhibit C** to the Master Deed: Affidavit of Mailing for Notices required by MCLA 559.171, MSA 26.50(171)

No interest in real estate is being conveyed by this document. No revenue stamps are required.

Drafted by:
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PORT VIEW FLATS CONDOMINIUM MASTER DEED

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MASTER DEED FOR PORT VIEW FLATS – CONDOMINIUM
as required by the Michigan Condominium Act,
MCLA 559.101 et seq., MSA 26.50(101) et seq.

This Master Deed is made and signed on this ____ of _____, 2018. The developer, Port View Flats, LLC, a Michigan Limited Liability Company, whose address is 8516 Homestead Avenue, Suite 102, Zeeland, Michigan 49464 (hereinafter referred to as the “Developer”), is fully empowered and qualified to act.

RECITALS:

The Developer is constructing a Condominium Project to be known as PORT VIEW FLATS – Condominium, on a parcel of land described in Article II of this document. The Developer desires, by recording this Master Deed together with the Condominium Bylaws and the Condominium Subdivision Plan, both of which are attached as exhibits and are incorporated by reference and made a part of this document, to establish this real property and the improvements and appurtenances now and in the future located on it as a Condominium Project under the provisions of the Michigan Condominium Act (the “Act”).

By recording this Master Deed, the Developer establishes the PORT VIEW FLATS – Condominium (“Condominium”) as a Condominium Project under the Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the Act and to the conditions stated in this Master Deed, all of which shall run with the land and burden and benefit the Developer; its successors and assigns; any persons acquiring or owning an interest in the real property; and their grantees, successors, heirs, executors, administrators, and assigns.

ARTICLE I
THE PROJECT

The Project is a condominium that is being constructed in multiple-phases to comprise a total of 26 units, within 3 buildings. The units contained in the Condominium, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan, attached as **Exhibit B** hereto.

The Condominium units that compose the Project, including the numbers, boundaries, dimensions, and areas of them, are completely described in the Condominium Subdivision Plan. Each unit is suitable for individual use, having its own entrance from and exit to a Common Element of the Project. Each co-owner in the Project shall have a particular and exclusive property right to the co-owner's unit and to the limited common elements appurtenant to it and shall have an undivided and inseparable right to share the general common elements of the Project with other co-owners, as designated by this Master Deed.

Notwithstanding anything in the Condominium Documents to the contrary, this Project is subject to Charter Township of Caledonia Resolution No. _____, which approved and imposed certain conditions and requirements upon the Project, the terms and conditions of which are incorporated by reference herein. Any amendment to this Master Deed or any of its exhibits

would be subject to the prior written approval of the Township if the Condominium Documents would be amended in any fashion which would be inconsistent with the provisions of the aforementioned Resolution granting approval of the Port View Flats Condominium Project.

ARTICLE II LEGAL DESCRIPTION

The land on which the Project is situated and which is submitted for Condominium ownership pursuant to the Michigan Condominium Act, is located in the Township of Caledonia, County of Kent, Michigan and is described in the attached **Exhibit B**.

ARTICLE III DEFINITIONS

Certain terms are used not only in this Master Deed but also in other documents for the Condominium, such as the Articles of Incorporation; the Association Bylaws; the rules and regulations of the PORT VIEW FLATS – Condominium Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the Project. As used in such documents, the following definitions apply unless the context otherwise requires:

1. The “*Act*” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1987, as amended.
2. The “*Arbitration Association*” means the American Association or its successor.
3. The “*Association of Co-Owners*” or the “*Association*” means the nonprofit corporation organized under Michigan law of which all Co-Owners must be members. This corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association may be carried out by its board of directors unless it is specifically reserved to its members by the Condominium Documents or Michigan law.
4. The “*Association Bylaws*” means the corporate bylaws of the Association organized to maintain and administer the Condominium.
5. “*Common Elements*,” if used without modification, means the part of the Project other than the Condominium units, including all general and Limited Common Elements described in Article IV.
6. “*Condominium Bylaws*” means **Exhibit A**, which is the bylaws stating the substantive rights and obligations of the Co-Owners.
7. “*Condominium Documents*” includes this Master Deed and all its exhibits recorded pursuant to the Act and any other documents referred to in this document that affect the rights and obligations of a Co-Owner in the Condominium.

8. The “*Condominium Subdivision Plan*” means **Exhibit B**, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.
9. “*Condominium Unit*” or “*Units*” means that part of the Project shown on **Exhibit B** and designed and intended for separate ownership and use, as described in this Master Deed.
10. “*Co-Owner*” means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a Condominium Unit in the Project, including a vendee of a land contract of which the purchase is not in default. *Owner* is synonymous with *Co-Owner*.
11. The “*Developer*” means grantors who, has made and signed this Master Deed, as well as its successors and assigns.
12. “*General Common Elements*” means those Common Elements of the Project described in Article IV(1), which are for the use and enjoyment of all Co-Owners, subject to such charges as may be assessed to defray the operation costs.
13. “*Limited Common Elements*” means those Common Elements of the Project described in Article IV(2), which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.
14. The “*Master Deed*” means this instrument as well as its exhibits and amendments, if any, by which the Project is submitted for Condominium ownership.
15. “*Percentage of Value*” means the percentage assigned to each Unit by this Master Deed, which determines the value of a Co-Owner's vote at Association meetings when voting by value or by number and value and the proportionate share of each Co-Owner in the Common Elements of the Project.
16. The “*Project* or the “*Condominium*” means PORT VIEW FLATS – Condominium, a condominium development established in conformity with the Act.
17. The “*Transitional Control*” date means the date when a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceeds the votes that may be cast by the Developer.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Project as depicted in **Exhibit B** and the responsibilities for their maintenance, repair, and replacement are as follows:

- A. General Common Elements. The General Common Elements are:
1. Real Property. The real property described in Article II of this Master Deed, excluding those portions within the boundaries of any Condominium Unit as described in this Master Deed and shown on **Exhibit B**, but including easement interests of the Condominium in the property within the boundaries of any Unit;
 2. Rights-of-Way. The rights-of-way to the roads and all utilities as indicated on the Condominium Subdivision Plan (Right-of-Way);
 3. Electrical. The main electrical distribution system throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual Units);
 4. Telephone. The telephone wiring system throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual Units);
 5. Cable Television/Broadband. Any cable television wiring through the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual Units);
 6. Gas. The gas distribution network throughout the Condominium Project located within the Rights-of way (excluding facilities which serve individual Units);
 7. Water Distribution. The water distribution, drainage, and sanitary sewage systems throughout the Condominium Project located within the Rights-of-Way (excluding facilities which serve individual Units); and
 8. Other. Such other elements of the Condominium 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 necessary to the existence, upkeep, and safety of the Condominium Project as a whole.

Easements shall be and are hereby granted as described in Article IV, 1 through 8 above, and for the purposes described in 1 through 8 above. Such Easements shall be for the benefit of the property described on **Exhibit B**.

Some or all of the utility line, systems, and equipment described above may be owned by the local public authority or by the company that is providing the pertinent elements only to the extent of the Co-Owner's interest therein, if any, and Developer makes no warranty for connecting the utilities for his or her Unit to the distribution lines lying within the Rights-of-Way at his or her sole expense.

- B. Limited Common Elements. The Limited Common Elements are those Common Elements limited in use to the Owners of the Unit they abut or to which they appertain, as shown on the Condominium Subdivision Plan, including, but not limited to, driveways, decks, porches, and patios.

- C. Upkeep of Common Elements. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:
 - 1. The Association shall bear the cost of decorating, maintaining, repairing, and replacing all General Common Elements except to the extent of maintenance, repair, or replacement due to the acts or neglects of a Co-Owner or his or her agent, guest, or invitee, for which such Co-Owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the Association.

 - 2. Except to the extent of maintenance, repair, or replacement due to the act or neglect of another Co-Owner or his or her agent, guest, or invitee, for which such Co-Owner shall be wholly responsible, the cost of decorating, maintaining, repairing, all improvements, including landscaping, within the boundaries of a Unit will be borne by the Co-Owner of the Unit. The condition and appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping, and all other improvements within the Unit will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearances of an improvement maintained as constructed with the approval of the Developer or the Association.

 - 3. The Developer or the Association shall also comply with all instructions and requirements from the Charter Township of Caledonia's engineer.

Any maintenance, repair, or replacement obligation to be borne by a Co-Owner may, if not performed by the Co-Owner, be performed by or under the direction of the Association, with the cost assessed against the responsible Co-Owner. The Association shall not, in such case, be responsible for incidental damage to the Unit, or any improvement or property located within the boundaries of the Unit, of the Co-Owner who failed to fulfill his or her obligations.

- D. Residential Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a Unit, or any improvement or property located within the boundaries of the Unit, caused by the repair, replacement, or

maintenance activities of the Association of those Common Elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Use of Units and Common Elements.

1. No Co-Owner shall use his or her Unit or the Common Elements in any manner (a) inconsistent with the purpose of the Condominium Project or (b) which will unreasonably interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his or her Unit or the Common Elements.
2. No Co-Owner shall be exempt for contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his or her Unit by reason of non-use or waiver of use of the Common Elements or by the abandonment of his or her Unit.
3. All Co-Owners whose interests would be affected may assign or reassign a Limited Common Element, on notice to any affected mortgagees, by applying in writing to the board of directors of the Association. On receipt of such an application, the board shall promptly have an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved prepared and signed and shall deliver the amendment to the Co-Owners of the Units affected once they have paid all reasonable costs for the preparation and recording of the amendment.
4. Except as stated in this Master Deed, Condominium Units shall not be separable from the Common Elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the Project or in any other way that would interfere with or impair the rights of any Co-Owner to use and enjoy the Co-Owner's Unit or the Common Elements appurtenant to it.

ARTICLE V

DESCRIPTIONS AND PERCENTAGES OF VALUE OF CONDOMINIUM UNITS

- A. Descriptions. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is provided in the Condominium Subdivision Plan as surveyed by Exxel Engineering, Inc., 5252 Clyde Park S.W., Grand Rapids, MI 49509.
- B. Value. The total value of the Project is 100, and the percentage assigned to each Condominium Unit shall be as stated in provision 3 of this article. Except as

otherwise provided in this Master Deed, a Percentage of Value shall be changed only in the manner provided by Article VII, in a signed and recorded amendment to the Master Deed.

- C. Assigned Percentage. **The number of each Condominium Unit in the Project as it appears on the Condominium Subdivision Plan and the Percentage of Value assigned to each Unit is as follows:**

<u>Unit No.</u>	<u>Percentage of Value Assigned</u>
1	3.8461
2	3.8461
3	3.8461
4	3.8461
5	3.8461
6	3.8461
7	3.8461
8	3.8461
9	3.8461
10	3.8461
11	3.8461
12	3.8461
13	3.8461
14	3.8461
15	3.8461
16	3.8461
17	3.8461
18	3.8461
19	3.8461
20	3.8461
21	3.8461
22	3.8461
23	3.8461
24	3.8461
25	3.8461
26	3.8461

- D. Modification. The Developer may modify the number, size, style, and location of a Unit or of any Limited Common Element appurtenant to a Unit as described in **Exhibit B** by an amendment effected solely by the Developer or its successors without the consent of any Co-Owner, mortgagee, or other party, as long as the modification does not conflict with any provisions of the Charter Township of Caledonia’s zoning ordinances, or unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attributes or amenities of other Units that adjoin or are proximate to the modified Unit or

Limited Common Element. No Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-Owner or of the purchaser and the mortgagee. The Developer may also, in connection with any such amendment, readjust percentages of value for all Units to give reasonable recognition to such a modification, based on the method by which percentages of value for the Project were originally determined. However, no Unit modified in accordance with this provision shall be conveyed until an amendment to the Master Deed has been recorded. All Co-Owners, mortgagees of Units, and other parties interested in the Project shall be deemed to have unanimously consented to any amendments necessary to affect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate reallocation of percentages of value of existing Units that the Developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney to sign such amendments to the Master Deed and all other Condominium Documents as may be necessary to effect such modifications. This power shall be deemed to be coupled with an interest.

- E. Contraction of Condominium. Developer reserves the right, but is not obligated, to contract the Condominium.
1. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in the Article. The consent of any Co-Owner shall not be required to contract the Condominium. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments of this Master Deed to effectuate the contraction and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors (including the Association in time) as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing, and power shall be coupled with an interest. Such amendments may be made without the necessity for re-recording an entire Master Deed or the exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits herein. Nothing herein contained, however, shall in anyway obligate Developer to contract the Condominium.
 2. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of this Master Deed, except as amended by the Act.
 3. The land which may be withdrawn from the Condominium includes all land described in Article II hereof, but does not include any Unit which

has been conveyed to a non-developer Co-Owner, and all the roadway and Common Elements adjacent to any such Unit and such contiguous land thereto as may be necessary to comply with the setback and space requirements imposed by any statute, ordinance, or building authority. The land and Units may be withdrawn as one parcel or in separate parcels at different times in any order.

4. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentage of Values of Units to preserve a total value of one-hundred percent (100%) for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in the Article of the Master Deed.
5. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master-Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, a consolidating Master Deed and plans showing the Condominium “as built” shall be prepared and recorded by the Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.
6. Notwithstanding Section 33 (MCLA § 559.133) of the Act, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as “need not be built” during a period ending ten (10) years after the commencement of construction by the Developer of the Project, the Developer, or its successors or assigns, has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Co-Owners, mortgagees of Units in the Project, or any other party having an interest in the Project. If the Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Condominium Project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct Units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-Owner or the Association of Co-Owners may bring an action to require revisions to the percentages of value under Section 95 (MCLA § 559.195).

ARTICLE VI
EASEMENTS

- A. Easements for Maintenance and Related Matters. If all or any portion of a Common Element encroaches upon a Unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under, and across the Condominium Premises, including all Units, for the maintenance, repair, or replacement of Common Elements, which easements shall be administered by the Association, and as may be appropriate, for the installation, inspection, maintenance, repair, and replacement by the responsible governmental entity or utility company of drainage facilities or utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power and communications. The Association may grant such easements, licenses, and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for connecting a Unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any Unit available for sale or so long as any additional Unit may be created in the Condominium.
- B. Easements Retained by Developer.
1. Easements. In addition to all other rights reserved to it under this Master Deed, the Developer reserves for the benefit of themselves, and their agents, employees, guests, invitees, independent contractors, successors, and assigns, a perpetual easement for the unrestricted use of any roads now or hereinafter located in the Condominium Project for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium premises, (ii) the expansion Property, as defined in this Master Deed, whether or not it is added Expansion Property as defined in this Master Deed, whether or not it is added to the Condominium Premises, and (iii) any other land in the vicinity of the Condominium Project is now owned and hereafter acquired by the Developer; (b) complying with any governmental regulation, or installing and servicing the roads, utilities, or drains, as shown on the Condominium Subdivision Plan attached to this Master Deed as **Exhibit B**; or (c) for any other lawful purpose. Developer also hereby reserves the right for easements necessary for, but not limited to, building additional units. Developer shall also have access to the land for use including, but not limited to, driving utilities.
 2. Use of Facilities. The Developer, and its duly authorized agents, representatives, and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the

Condominium Project. In connection therewith, the Developer shall have full and free access to all Common Elements and unsold Units.

3. Easements to be Clear. No structures will be erected within any Unit which will interfere with the rights of ingress and egress provided above. Any fences, paving, or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, or drains, and neither Developer nor Developer's agents will have liability for such removal.
 4. Drainage. No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.
 5. Hook-up of Utilities. The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors, and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend, and enlarge, all utility services or systems now and hereafter located on the property described in Article III of this Master Deed to service all or any portion of the Condominium Premises, including but not limited to the Expansion Property as defined in this Master Deed, whether or not it is added to the Condominium Premises, or any other property in the vicinity of the Condominium Project or now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.
 6. Utility Lines. All electrical service, cable television, and telephone lines shall be placed underground.
- C. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example, but not of limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on or shared maintenance basis. Any termination or revocation of any such easement shall be affected by the recordation of any appropriate amendment to this Master Deed in accordance with the requirements of the Act.
- D. Financial Support of Easements. The Association shall financially support all easements described in this Article VI or otherwise pertaining to the Condominium Project, regardless of the rights of others to utilize such easements.

ARTICLE VII
AMENDMENTS AND TERMINATION

- A. Unilateral. If there is no Co-Owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Kent County, Michigan.
- B. Other. If there is a Co-Owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:
1. An amendment may be made without the consent of any Co-Owners or mortgagees if the amendment does not materially alter the rights of any Co-Owners or mortgagees of Units in the Project, including amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.
 2. Even if an amendment would materially alter the rights of any Co-Owners or mortgagees, it can be made if at least two-thirds (2/3) of the Co-Owners and mortgagees consent. However, dimensions or Limited Common Elements of a Co-Owner's Unit may not be modified without the Co-Owner's consent, nor may the formula used to determine percentages of value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer in this Master Deed, including rights to amend the Master Deed for purposes of expansion, contraction, or modification of Units in the course of construction, shall not be amended without written consent from the Developer as long as the Developer or its successors continue to own or to offer for sale any Unit in the Project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
 3. The Developer may also make a material amendment unilaterally without the consent of any Co-Owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. Until the completion and sale of all Units as described in Article I, such rights reserved by the Developer may not be further amended except with written consent from the Developer or its successors or assigns.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of Co-Owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The Co-Owners and mortgagees of record shall be notified of proposed amendments under this provision at least ten (10) days before the amendment is recorded.
5. If there is a Co-Owner other than the Developer, the Project may only be terminated with the consent of the Developer and at least eighty percent (80%) of the Co-Owners and mortgagees, as follows:
 - a) The agreement of the required number of Co-Owners and mortgagees to terminate the Project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.
 - b) On recording an instrument terminating the Project, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the Condominium Unit.
 - c) On recording an instrument terminating the Project, any rights the Co-Owners may have to the assets of the Association shall be in proportion to their undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.
 - d) Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Port View Flats, LLC, a Michigan Limited Liability Company

By: _____
Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

On this ____ day of _____, 2018, before me a Notary Public in and for said County, personally appeared _____, for Port View Flats, LLC, a Michigan Limited Liability Company, as Member, on behalf of the Limited Liability Company.

_____, Notary Public
_____ County, Michigan
My commission expires:

Drafted by and when recorded return to:
Ross W. Keilen
KEILEN LAW, PLC
141 East Michigan Avenue, Suite 602
Kalamazoo, MI 49007-3943
(269) 385-4818