MASTER DEED
OF
THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
(Act 59, Public Acts of 1978, as amended)

Kalamazoo County Condominium Subdivision Plan No. ___ containing:

(1) Master Deed establishing The Western Michigan University Business, Technology and Research Park 2 condominium.

(2) Exhibit “A” to Master Deed: The Condominium Bylaws.

(3) Exhibit “B” to Master Deed: The Condominium Subdivision Plan.

(4) Exhibit “C” to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by: Alexander J. Clark, Esq.
Steven M. Stankewicz, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
MASTER DEED
THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2

This Master Deed is made and executed on ______________, 2019, by the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate (“Developer”), whose address is 1903 West Michigan Avenue, Kalamazoo, Michigan, 49008, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the “Act”).

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit “A” and together with the Condominium Subdivision Plan attached hereto as Exhibit “B” (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a commercial site condominium project under the provisions of the Act.

NOW, THEREFORE, Developer does, upon the recording hereof, establish THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 as a Condominium Project under the Act and does declare that THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 (hereinafter referred to as the “Condominium”, “Project” or the “Condominium Project”) shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” and “B” hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2, Kalamazoo County Condominium Subdivision Plan No. ______. The Condominium Project is established in accordance with the Act. The architectural plans and specifications for all improvements to be constructed within the Condominium must be approved and filed with the appropriate governmental authorities and agencies including Oshtemo Township. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit “B” hereto. Each Unit is capable of individual utilization because it has direct ingress and egress from and to a public road or a Common Element of the Condominium Project connecting to a public road. The Project’s storm water management system will be a General Common Element within the Project. Each Co-owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. Co-owners shall make up THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 ASSOCIATION and have voting rights in such Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. The Project may be contracted by Developer, in accordance with Article VIII of this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

Section 1. Condominium Property. The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Oshtemo, Kalamazoo County, State of Michigan and is described as follows:

Parcel 1:
All that part of the Southeast ¼ of Section 25 lying Easterly of the East right of way of Highway U.S. 131 relocated which is described as: Commencing at the East ¼ corner of Section 25; thence North 00 degrees 16 minutes 40 seconds East, 915.61 feet; thence South 74 degrees 09 minutes 21 seconds West, 600.56 feet; thence South 15 degrees 50 minutes 39 seconds East, 78.00 feet to a point of beginning; thence South 38 degrees 24 minutes 10 seconds West, 194.65 feet; thence South 15 degrees 25 minutes 14 seconds West, 313.38 feet; thence South 74 degrees 34 minutes 16 seconds East, 25.00 feet; thence North 15 degrees 25 minutes 46 seconds West, 500.00 feet; thence North 74 degrees 46 seconds West, 25.00 feet; thence South 15 degrees 25 minutes 14 seconds West, 329.65 feet; thence South 01 degree 46 minutes 06 seconds West, 425.63 feet; thence South 07 degrees 39 minutes 46 seconds East, 624.84 feet; thence South 10 degrees 54 minutes 46 seconds East, 418.39 feet to the point of curvature of a curve to the left (radius 2761.79 feet) and being concentric to and 103.00 feet Easterly of the center line of the Northbound roadway of Highway U.S. 131 relocated; thence Southeasterly along the arc of said curve 670 feet, more or less, to the center line of Parkview Avenue and a point of ending; excepting therefrom the South 75 feet of the Southeast ¼ of Section 25 lying Easterly of the East right of way line of said Highway U.S. 131 relocated.

Parcel 2:
Also all that part of the Northeast 1/4 of Section 25, Town 2 South, Range 12 West, described herein which lies Easterly of the East right of way line of Highway U.S. 131 relocated described as: Beginning at the East ¼ corner of Section 25; thence North along the East line of Section 25, 62.0 feet; thence South 89 degrees 17 minutes 15 seconds West, 987.50 feet parallel to the East-West ¼ line of Section 25; thence South parallel to the East line of Section 25, 62.0 feet; thence North 89 degrees 17 minutes 15 seconds East, 987.50 feet along the East-West ¼ line of Section 25 to the point of beginning.

Commonly known as: Vacant Drake Rd., Oshtemo Township, Michigan
Tax Parcel No: 3905-25-430-010
Section 2. **Easements; Reservations.** The Condominium Project and the Units contained therein are subject to the following and the easements set forth in Article X hereof:

(a) Easement granted to City of Kalamazoo, disclosed by instrument recorded in Document No. 2000-034425.

(b) Easement granted to Consumers Energy Company, disclosed by instrument recorded in Liber 2001-024527; which was re-recorded in Document No. 2001-034956; and amended by the Amendment to Easement recorded in Document No. 2002-034601.

(c) Highway Easement granted to Michigan Department of Transportation and any other terms, covenants, conditions, agreements, obligations and easements disclosed by instrument recorded in Document No. 2007-005118.

(d) Such other easements, restrictions, encumbrances and/or encroachments disclosed by the Condominium Subdivision Plan.

**ARTICLE III**

**DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits “A” and “B” hereto, but are or may be used in various other instruments. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:


Section 2. **Association.** “Association” means THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 ASSOCIATION, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association will be exercisable by its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** “Bylaws” means Exhibit “A” hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** “Common Elements”, where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. **Condominium Documents.** “Condominium Documents” means and includes this Master Deed and any other instrument referred to in the Master Deed or Bylaws, which affects the rights and obligations of a Co-owner in the Condominium, including the documents attached as Exhibits “A” and “B” hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.
Section 6. **Condominium Premises.** “Condominium Premises” means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Project, as described above.

Section 7. **Condominium Project, Condominium or Project.** “Condominium Project”, “Condominium” or “Project” each mean THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2, as a Condominium Project established in conformity with the Act.

Section 8. **Condominium Subdivision Plan or Plan.** “Condominium Subdivision Plan” or “Plan” means Exhibit “B” hereto. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Section 9. **Co-owner or Owner.** “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which owns one or more Units in the Condominium Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise. The term “Owner”, wherever used, shall be synonymous with the term “Co-owner”.

Section 10. **Developer.** “Developer” means the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however and wherever such terms are used in the Condominium Documents. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states.

Section 11. **Development and Sales Period.** “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer or its successors or assigns owns any Unit which it offers for sale.

Section 12. **General Common Elements.** “General Common Elements” means those Common Elements of the Project described in Article IV of this Master Deed which are for the use and enjoyment of all Co-owners and any and all General Common Elements identified on the Condominium Subdivision Plan.

Section 13. **Limited Common Elements.** “Limited Common Elements” means those common elements of the Project described in Article IV of this Master Deed which are reserved for the exclusive use of the Co-owners of a specified Unit or Units and any and all Limited Common Elements identified on the Condominium Subdivision Plan.

Section 14. **Master Deed.** “Master Deed” means this instrument, together with the exhibits attached to this Master Deed and all amendments of this Master Deed, by which the Project is submitted to condominium ownership.

Section 15. **Township.** “Township” means the Township of Oshtemo, Kalamazoo County, Michigan.
Section 16. **Transitional Control Date.** “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 17. **Unit or Condominium Unit.** “Unit” or “Condominium Unit” each mean a single commercial building site in the Project, as described in Article V, Section 1 hereof and on Exhibit “B” hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act. All structures and other improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

**ARTICLE IV**

**COMMON ELEMENTS**

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land and space identified as General Common Elements on the Condominium Subdivision Plan.

(b) **Drive and Parking Areas.** The roadway and parking areas identified on the Condominium Subdivision Plan as General Common Elements.

(c) **Electrical.** The electrical transmission system and wiring system and transformer(s) throughout the Project, up to the boundary of a Unit.

(d) **Telephone.** The telephone system throughout the Project, up to the boundary of a Unit.

(e) **Gas.** The gas distribution system throughout the Project, up to the boundary of a Unit.

(f) **Water.** The water distribution system throughout the Project (to the extent there are not separate leads for each Unit), up to the boundary of a Unit.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the boundary of a Unit.

(h) **Storm Water Drainage and Retention System.** The storm water drainage, detention, and retention system throughout the Project.
(i) **Telecommunications.** The telecommunications and data system (including cable television and broadband cable, if any), if and when it may be installed up to the boundary of a Unit.

(j) **Street Lighting.** All street lighting systems and light fixtures related to lighting the roads, sidewalks and/or landscape areas located on or about the Condominium which are not Limited Common Element pursuant to Article IV, Section 2(e) hereof.

(k) **Miscellaneous.** Such other elements of the Project that are not designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project.

Notwithstanding the foregoing, some or all of the utility and telecommunications lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and telecommunications lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners’ interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. Presently the Limited Common Elements are as follows:

(a) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 15 feet as shown on Exhibit “B”, including all utility and/or supporting lines located on or beneath that land.

(b) **Subsurface Improvements.** The portion of any footing or foundation extending more than 15 feet below surrounding grade level.

(c) **Air Space.** The air space located within the boundaries of a Unit and greater than 50 feet above the surface as shown on Exhibit “B” is appurtenant to the Unit above which it is located.

(d) **Utility Service Lines.** The pipes, ducts and wiring supplying service for electricity, gas, telephone, television and/or other utility or telecommunications services to or from a Unit, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service.

(e) **Site Lighting.** All site lighting systems and light fixtures related to lighting the roads, sidewalks parking areas, and/or landscape areas located on or about a Unit and all exterior lighting, flood lights and similar attachments or fixtures to buildings within a Unit are appurtenant to the Unit served by such site lighting.

(f) **Sidewalks.** The sidewalks and walkway areas, if any, established throughout the Project are appurtenant to the Unit upon which such sidewalk and/or walkway improvements are located.
(g) **Convertible Area.** Developer has reserved the right in Article VII of this Master Deed to designate Limited Common Elements within the Convertible Area which may, at Developer’s discretion, be assigned as appurtenant to a particular Unit or Units.

(h) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Condominium Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

In the event that no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

Section 3. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-Owner Responsibilities.**

(i) **Units and Limited Common Elements.** Except as otherwise expressly provided in the Condominium Documents, the responsibility for, and the costs of maintenance, decoration, cleaning, snow removal, repair and replacement of any Unit, including any improvements, buildings, parking areas, drives, and yard areas included therein, and all Limited Common Elements appurtenant thereto, shall be borne solely by the Co-owner of the Unit. Notwithstanding the foregoing, the responsibility for, and the costs of, snow removal relating to the Limited Common Element sidewalks shall be borne by the Co-owner of the Unit to which such Limited Common Element sidewalk is appurtenant, but the responsibility for, and the costs of, maintenance, repair, and replacement of such Limited Common Element sidewalks shall be borne by the Association.

(ii) **Utilities.** All costs of electricity, natural gas, water, telecommunications, data, information technology and other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. Each Co-owner of a Unit shall also be responsible for the cost of installation, maintenance, repair and replacement of the utility systems that serve its Unit, including all infrastructure related to the telecommunications and data systems serving the Unit.

(b) **Association Responsibilities.** The Association shall be responsible for the maintenance, repair, and replacement of all General Common Elements and the costs therefor, including without limitation snow removal, resurfacing and striping of the entry and private drive areas, subject to any provision of the Condominium Documents expressly to the contrary and subject to any provision of the Condominium Documents that may permit the Association to specially assess certain Co-owners for such costs. The Association shall also be responsible for maintenance, repair, and replacement of the storm water drainage, detention, and retention system located throughout the Project and the costs therefor. The Association shall also have the responsibility to preserve and maintain all
landscaping and lawn areas within the General Common Element areas. The responsibility
for, and the costs of, maintenance, repair, and replacement of the Limited Common
Element sidewalks shall be borne by the Association. In addition, the Association shall be
responsible for the operation, maintenance, repair, and replacement of the General
Common Element street lighting. Further, and notwithstanding anything to the contrary
herein, until such time as Unit ___ becomes an Occupied Unit (as defined in the Bylaws),
the Association shall maintain, repair, and replace the undeveloped portions of Unit ____,
including but not limited to the storm water basins, drainage ditches, sidewalks, trailways,
fencing, and any other similar improvements located thereon as of the date of this Master
Deed, and the costs thereof shall be an expense of administration of the Condominium. All
costs incurred by the Association under this subsection shall be an expense of
administration of the Condominium payable by the Co-owners as part of the assessments
provided in the Bylaws.

Section 4. Use of Units and Common Elements. No Co-
owner shall use its Unit 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 any other Co-owner in the use and enjoyment of
his Unit or the Common Elements.

Section 5. Use of Common Elements for Sales Activity. Until Developer has conveyed
title to the last unsold Unit owned by Developer, Developer has the irrevocable right:

(a) To use the Common Elements for sales, administrative, rental, or storage
purposes; and

(b) To use any of the unsold Units for sales, administrative or management
purposes.

(c) To use any unsold Unit for any other use not prohibited by any
Condominium Document.

Section 6. Assignment of Limited Common Elements. A Limited Common Element may
be assigned or re-assigned by a Co-owner, upon notice to any affected mortgagee, by written
application to the board of directors of the Association, and an amendment signed by all Co-
owners whose interest will be affected by the assignment. Upon receipt of such an application, the
Association shall promptly prepare and execute an amendment to this Master Deed assigning or
reassigning all rights and obligations with respect to the Limited Common Elements involved, and
shall deliver the amendment to the Co-owners of the Units affected upon payment by them of all
reasonable costs for the preparation and recording of the amendment.

Section 7. Power of Attorney. By acceptance of a deed, mortgage, land contract or other
instrument of conveyance, all Co-owners, mortgagees and other interested parties are deemed to
have appointed Developer during the Development and Sales Period, and thereafter the
Association, as their agent and attorney to act in connection with all matters concerning the
General Common Elements and their respective interests in the General Common Elements. Without limiting the generality of this appointment, the Association will have full power and
authority to grant easements over, to sever or lease mineral interests and/or to convey title to the
land or improvements constituting the General Common Elements or any part of them, to amend
the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

Section 8. **Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, the Condominium Documents, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

**ARTICLE V**

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK 2 as prepared by FISHBECK, THOMPSON, CARR & HUBER, INC., and attached hereto as Exhibit “B”. Each Unit shall consist of the space contained within Unit boundaries as shown in Exhibit “B” hereto and delineated with heavy outlines and above a depth of 15 feet and extending upwards to a height of 50 feet above the surface as shown on Exhibit “B.” The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, Developer or, upon assignment, the Association shall have the right, in its sole discretion, subject to the prior approval of the Township, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article X below.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth in the table below. The percentage of value shall be based on the land area contained in each Unit, except that the percentage of value for Unit ___ shall be zero percent until Unit ___ is an Occupied Unit (as defined in the Bylaws). At the time Unit ___ becomes an Occupied Unit, the percentages of value shall be adjusted accordingly so that they are all based on the land area contained in each Unit. Except as provided otherwise herein, the percentage of value assigned to each Unit shall be determinative of each Co-owner’s respective share of the Common Elements of the Condominium Project and, the proportionate share of each respective Co-owner in the proceeds and the 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 shall be 100%. The total value of the Project shall be 100%. Accordingly, the percentage of value of each Unit is as follows:

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Section 3. **Altering Percentage of Value.** If the Condominium Subdivision Plan is amended and the revisions would alter the percentage of value per Unit when applied to the criteria used to derive the percentage of value, then the percentage of value shall be altered to reflect the revisions. After the expiration of the Development and Sales Period, the percentages of value may be changed only with the consent of all the Co-owners expressed in an amendment to this Master Deed, duly recorded, provided that if Unit ___ becomes an Occupied Unit after the expiration of the Development and Sales Period, consent of the Co-owners shall not be required to reflect the revisions to the percentages of value based on the criteria set forth in Section 2 above. If the percentage of value is not altered to reflect revisions to the Condominium Subdivision Plan, then a Co-owner may bring an action or initiate a proceeding to require revisions in the percentage of value per Unit, without the consent of the Co-owners, mortgagees or other interested parties, as are determined to be fair, just, and equitable in accordance with the basic criteria used to originally establish the percentage of value for the Project.

**ARTICLE VI**

**SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act, and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Developer.** To the extent permitted by the law and the Act, Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units.** Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.
(d) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owner.** The Co-owner(s) of one or more Units may take the following actions:

(a) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, until such amendment is recorded in the Kalamazoo County Register of Deeds.

(b) Subdivision of Units. The Co-owner of a Unit may subdivide their Unit upon request to the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide its Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall allocate the percentage of value assigned to the original Unit proportionately among the Units as subdivided. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Any Subdivision shall not occur until the amendment is recorded in the Kalamazoo County Register of Deeds.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with
Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

ARTICLE VII
CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements, Limited Common Elements and the Units have been designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Reservation of Rights to Modify Units and Common Elements. Developer reserves the right, in its sole discretion and subject to any required governmental approvals, during a period ending no later than six (6) years from the date of recording this Master Deed, to enlarge, modify, merge or extend Units (owned by Developer) and/or General or Limited Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

All of the Co-owners and mortgagees of the Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made pursuant to this Article VII. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE VIII
CONTRACTIBLE CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Condominium Project consisting of ____ Units on the land described in Article II hereof as shown on the Condominium Subdivision Plan, subject to obtaining any necessary governmental approvals. In future recorded amendments to this Master Deed, however, Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right, subject only to obtaining any required governmental approvals, to withdraw from the project any Units, together with the land area on which they are proposed. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units hereinafter included in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by Developer in its sole judgment, but in no event shall the number of Units be less than two (2).
Section 2. **Withdrawal of Land.** In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VIII as not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

**ARTICLE IX**

**OPERATIVE PROVISIONS**

Any conversion, subdivision, consolidation, contraction or other modification in the Project pursuant to Articles V, VI, VII, or VIII above shall be governed by the provisions as set forth below.

Section 1. **Amendment of Master Deed and Modification of Percentages of Value.** Such conversion or other modification of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. **Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional Units in the Project or parcels withdrawn from the Project by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of Articles V, VI, VII, and VIII above and to any proportionate reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.
ARTICLE X
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any structure within a Unit encroaches upon another Unit or a Common Element due to shifting, settling or moving of any land or improvement (including building), or due to survey errors, or construction deviations, reconstruction or repair, or if for structural reasons support is needed outside the Unit, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land (including all Units) as Developer or the Association may deem necessary for the installation, maintenance, repair, extension, replacement, enlargement of or tapping into all public or private utilities in the Condominium and for street signs and road markings.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer reserves for the benefit of itself, its successors and assigns, easements for the unrestricted use of all drives, walking areas and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop the Condominium. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by the Co-owners of this Condominium. The Co-owners of this Condominium shall be responsible from time to time for payment of their share of said expenses. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Development and Sales Period to install temporary construction roadways and accesses over the General Common Elements to gain access from the Project to a public road.

(b) Utility Easements. Developer hereby reserves for the benefit of itself and its successors and assigns, perpetual easements to utilize, tap, and tie into all utility mains now located or installed later in the Condominium Premises, including, but not limited to gas, telephone, electrical, cable television, water, storm and sanitary sewer mains. In the event Developer or its successors or assigns, utilizes, taps, and ties into any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping or tying-in. Developer, or its successor or assigns, shall receive Township approval before it utilizes, taps or ties into any public utilities. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by Co-owners of this Condominium. The Co-owners of this Condominium shall be responsible from time to time for payment of their share of said expenses, however, the
foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises.

Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to Kalamazoo Township and/or other appropriate governmental agencies or public utility companies and to transfer title of utilities to such governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit “B” hereto, recorded in the Kalamazoo County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. Grant of Easements by Association. The Association, acting through its Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry 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 the benefit of the Condominium; subject, however, to the approval of Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

Section 4. Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. Neither Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association’s (or Developer’s) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association’s failure to timely undertake repairs for which it is responsible. While it is intended that, except as otherwise provided in the Condominium Documents, each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the all appurtenances and improvements constructed or otherwise located within his Unit, it is also a matter of concern that a Co-owner may fail to properly maintain its Unit and its appurtenant Limited Common Elements in accordance
with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep its Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or Developer during the Development and Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation), to enter upon the Unit and the Limited Common Elements appurtenant thereto (if any) and perform any required decoration, repair or replacement, all at the expense of the Co-owner of the Unit. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including without limitation legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Connection to Utilities. Each Unit shall have an easement on, over, across and under the Condominium, including any Unit or Common Element, to connect to, tie into, extend, maintain, repair or replace any public or private utility system or service. The location of such easement shall be determined in accordance with the reasonable discretion of the Association and the effected Unit Owners.

Section 6. Drainage/Detention Easements. A non-exclusive, perpetual easement in favor of Developer during the Development and Sales Period, and thereafter in favor of the Association, shall exist on, over, along, across, through, and under those portions of the Project, designated as storm water drainage easements on Exhibit “B”, for the installation, construction, maintenance, repair and replacement of storm water drainage and detention facilities and equipment. All, maintenance, repair and replacement costs associated with such facilities and equipment shall be the responsibility of the Association, the costs thereof being an expense of administration of the Condominium payable by the Co-owners as part of the assessments provided in the Bylaws. The Co-owners of any Unit encumbered by a drainage easement shall incur no cost (beyond their share of costs incurred by the Association) with respect to the construction, maintenance, repair or replacement of such equipment and facilities within such easements except to the extent of repair or replacement caused by an intentional or negligent act of the Co-owner or his agents, invitees or family members. No changes shall be made by a Unit Co-owner in the grading of any Unit or area used as drainage swales which would alter surface water run-off drainage patters without the prior written consent of Developer during the Development and Sales Period and thereafter the Association. During the Development and Sales Period, Developer reserves the right to establish additional drainage easements across Units and Common Elements, within the Project, in Developer’s discretion. The easements herein reserved shall also include any storm drainage lines that are utilized by more than one Unit.

ARTICLE XI
AMENDMENT

Section 1. Non-material Amendments. The Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws which affects
the rights and obligations of a Co-owner in the Project may be amended by Developer or the Association, without the consent of Co-owners or mortgagees, if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant limited common elements. In addition, an amendment by Developer to change the name of the Condominium Project and the Association shall be deemed to not materially alter or change the rights of a Co-owner or mortgagee and may be completed by Developer without the consent of the Co-owners or mortgagees.

Section 2. **Material Amendments.** Except as provided in this Article XI, the Master Deed, Bylaws and Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 66 and 2/3% of the votes of the Co-owners and mortgagees. A mortgagee shall have one vote for each mortgage held. The 66 and 2/3% majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

Section 3. **Changes to Units.** The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes shall not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner’s Unit dimensions or appurtenant limited common elements may not be modified without the Co-owner’s consent.

Section 4. **Cost of Amendment.** A person causing or requesting an amendment to the Master Deed, Bylaws, Condominium Subdivision Plan and any other document referred to in the Master Deed or Bylaws shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed percentage of Co-owners and mortgagees or based upon the Advisory Committee’s decision, the costs of which shall be expenses of administration.

Section 5. **First Mortgagee Consent.** To the extent that the Act or this Master Deed, the Bylaws or any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a Co-owner in the Project require a vote of mortgagees of Units on an amendment to such documents, the procedures set forth in Section 90a of the Act shall apply. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

Section 6. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of Developer and eighty (80%) percent of non-Developer Co-owners.

Section 7. **Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits “A” and “B” hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of Developer.
Section 8. **Notice to Co-owners.** Co-owners shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

**ARTICLE XIII**

**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other person or entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Kalamazoo County Register of Deeds.

**ARTICLE IX**

**UNIT __**

Upon sixty (60) days prior written notice, Developer shall have the option to require the Association to purchase Unit __ for One Dollar ($1.00), provided that Unit __ is not then an Occupied Unit. In the event Developer exercises its option to require the Association to purchase Unit __, the Association shall be responsible for all closing costs assessed by the title company, recording fees, and transfer taxes in relation to such closing. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which Unit __ is located. Developer shall convey Unit __ to the Association by quit claim deed in an As-Is, Where-Is condition without representation or warranty from Developer. The closing for such purchase shall occur not later than sixty (60) days following Developer’s mailing of its intent to exercise such option to the Association or on such other date that Developer and the Association may mutually agree in writing.
IN WITNESS WHEREOF, this Master Deed is made and executed on the date set forth above.

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: ____________________________

Its: ____________________________

STATE OF MICHIGAN )

) ss

COUNTY OF _________________ )

This instrument was acknowledged before me on this _____ day of __________, 2019, by _________________, the ____________ of the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”), who executed this document on behalf of the Corporation.

_______________________________
Notary Public, ________________ County, Michigan
Acting in ________________ County, Michigan
My commission expires: _______________________

Drafted by and
when recorded return to:

Alexander J. Clark, Esq.
Steven M. Stankewicz, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
EXHIBIT A

CONDOMINIUM BYLAWS

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
CONDOMINIUM ASSOCIATION
EXHIBIT B

CONDOMINIUM SUBDIVISION PLAN

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
CONDOMINIUM ASSOCIATION
EXHIBIT C

AFFIDAVIT OF MAILING AS TO NOTICES

THE WESTERN MICHIGAN UNIVERSITY
BUSINESS, TECHNOLOGY AND RESEARCH PARK 2
CONDOMINIUM ASSOCIATION

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