

6
ZSFG0015757
Filed/ Sealed For Record In
Ottawa County, MI
Gary Scholten R.D.D.
04/11/2007 At 4:04:31 P.M.
AMEND TO MASTER DEED \$29.00
Liber 005403 Page 00889

SECOND AMENDMENT TO MASTER DEED
OF ROOSEVELT RIDGE CONDOMINIUM

This Second Amendment to Master Deed of Roosevelt Ridge Condominium is made and executed on this 9th day of April, 2007, by Treeline Properties, LLC, a Michigan limited liability company, of 937 Bluff Creek Drive, Grand Haven, Michigan 49417 (the "**Developer**" or "**Successor Developer**"), as the Successor Developer to Danny Lam, with reference to the following facts and circumstances:

A. Roosevelt Ridge (the "**Project**") was established by recording the Master Deed of Roosevelt Ridge Condominium dated February 25, 1993, recorded March 5, 1993 in Liber 1690, Pages 669-716, inclusive, Ottawa County, Michigan records, which was subsequently amended by the First Amendment to Master Deed dated September 22, 2004, recorded October 5, 2004 in Liber 4662, Pages 404-417, inclusive (the "**Master Deed**"), establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon in the appurtenance thereto, as a Condominium Project under the provisions Act 59 of the Michigan Public Acts of 1978, as amended (the "**Act**").

B. The Successor Developer desires to clarify and amend certain provisions of the Master Deed changing certain general common elements to limited common elements, and address various other matters.

C. This Amendment is being made pursuant to Section B(2) of Article VIII of the Master Deed with the affirmative vote of two thirds (2/3) of the co-owners of the existing condominium units.

NOW THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. Common Elements. Article IV of the Master Deed is hereby amended to provide in its entirety as follows:

"ARTICLE IV
COMMON ELEMENTS

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

A. The General Common Elements are:

- (1) The land described in Article II.A hereof, including easement interests of the Condominium in the land provided to it for ingress and egress;
- (2) The access drives, walkways, lawns, yards, trees, shrubs and other plantings;
- (3) The street lighting system, and the electrical, telephone and/or cable television wiring networks throughout the common areas of the Project, not serving an individual unit;
- (4) The natural gas line network and distribution system throughout the common areas of the Project, not serving an individual unit;
- (5) The water distribution system, underground sprinkling system (including well and pump), sanitary sewer system and storm drainage system serving the Project;
- (6) The common storage building and the portions of any driveway or parking area not otherwise designated as a Limited Common Element on the Condominium Subdivision Plan;
- (7) All other Common Elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit, and which are intended for common use or are necessary to the existence, upkeep or safety of the Project. Some or all of the utility and/or cable television lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such utility and/or cable television 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.

B. The Limited Common Elements are:

- (1) The foundations, roofs, perimeter walls and other walls, ceilings and floors (including doors and chimneys therein), of a building which shall be appurtenant to and a limited common element of the units located in the building;
- (2) The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit;
- (3) The deck, patio and/or stoop appurtenant to each Unit in the Project;

- (4) The driveway leading to the garage and the walkway leading to the stoop, which shall be appurtenant to the unit or units serviced thereby;
- (5) The fireplace combustion chamber and chimney, and the separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving only such Unit exclusively;
- (6) The garage door and opening mechanism and the windows, sliders and/or screens located within or adjacent to any Unit perimeter wall;
- (7) The interior surfaces of perimeter walls, doors, ceilings and floors contained within a Condominium Unit; and
- (8) The landscaping in the area within four feet of the perimeter of the buildings, if altered from original landscaping by the Co-owner, as approved by the Association.

The garage and storage room located on the lower level of each unit are contained within the unit itself. No garage or storage room shall be converted for use as an additional living area, however, without the prior written consent of the Association and compliance with all pertinent building codes and ordinance requirements of the City of Ferrysburg.

C. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the common elements will be as follows:

- (1) The costs of maintenance, repair and replacement of the limited common elements described in Article IV.B(1) through (3), and (5) through (8) and the routine cleaning, sweeping and decoration (but not repair and replacement) of the limited common elements described in Article IV.B(4) shall be borne by the Co-owner (s) of the unit or units to which such common elements are appurtenant. Individual Co-owners shall also be responsible for the snow plowing and/or shoveling of walkways and stoops leading to the front door of the Unit.
- (2) The appearance of the buildings, driveways, walkways, decks, patios and stoops shall at all times be subject to the approval of the Association. In the event that cleaning and maintenance of limited common elements by the Co-owner shall not conform to reasonable aesthetic and maintenance standards established by the Association, the Association shall have the right to take such action as may be necessary to bring said elements up to required standards and to charge the cost thereof to the owner responsible for cleaning, decoration and maintenance.

Before the commencement of any limited common element maintenance by the Association, the responsible Co-owner(s) and the board have to mutually agree that maintenance/replacement work to limited common elements is necessary. Both the Co-owner and the board will work in conjunction to agree

upon, facilitate and manage repairs/replacement of specific items within a reasonable time frame that has been agreed on by the Co-owner(s) and the board. If no agreement can be reached, the board has the authority to proceed with the repairs/replacement. The repairs/replacement will be of like-kind and quality of existing construction. The board will in good faith consult with and listen to the desires of affected Co-owner(s) whenever there are repairs/replacement work that has to be done to bring the limited common elements in conformity with the established standards.

(3) The costs of cleaning, decoration, maintenance, repair and replacement of all general and limited common elements other than as described above (including the plowing of driveways) shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-owner or his agent, invitee, family member or pet.

(4) If any unit owner shall elect to construct or install any improvements to the interior of his Unit or, with the prior written consent of the Association, to the common elements appurtenant to his Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

(5) A Co-owner(s)' responsibility for maintenance, repairs, and replacement of any limited common elements shall not release or modify the Association's obligation to insure the exterior shell and structural framework of the buildings and the interior walls, including electrical wiring, plumbing and mechanical ducts located within the walls, and including the drywall of each unit. This does not include insurance for interior finishing of the units, or exterior windows, doors, garage door, or mechanical equipment located within the units.

D. A Limited Common Element may be assigned or re-assigned, upon notice to any affected mortgagee, by written application to the Board of Directors of the Association by all Co-owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and executed an amendment to this Master Deed assigning and/or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver such amendment to the Co-owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording thereof.

E. Except as set forth herein, Condominium Units shall not be separable from the Common Elements appurtenant thereto, and shall not be used in any manner inconsistent with the purposes of the Project or in any other way 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 appurtenant thereto."

2. Assessments. Sections 2 and 3 of Article V of the Condominium Bylaws attached as Exhibit A to the Master Deed are hereby amended to read in their entirety as follows:

“ARTICLE V

ASSESSMENTS

Section 2. Determination of Assessments. The Board shall from time to time, and at least annually, adopt a budget for the Condominium which shall include the estimated funds required to defray common expenses, general and limited, for which the Association has responsibility for the next ensuing year, including a reasonable allowance for contingencies and reserves, and shall allocate and assess such general common charges against Co-owners according to their respective common interests and shall allocate and assess the limited common expenses against the Co-owners of the units to which the limited common elements are appurtenant, all on a monthly basis. Absent Co-owner approval as herein provided, such assessment shall be increased only in accordance with the following:

- (a) If the Board shall find the budget as originally adopted is insufficient to pay the costs of operation and maintenance of the common elements;
- (b) To provide for the repair or replacement of existing common elements;
- (c) To provide for the purchase of additions to the common elements in an amount not exceeding \$2,000 or \$50 per unit annually, whichever is less; or

Any increase in assessments other than or in addition to the foregoing shall be considered as a special assessment requiring approval by a vote of 67% or more of the Co-owners.

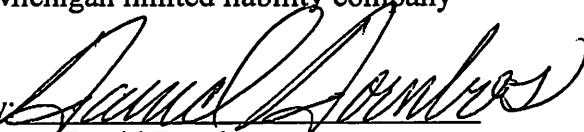
Section 3. Levy of Assessments. All assessments levied against the Units to cover expenses of administration shall be apportioned among and paid by the Co-owners on an equal basis, except for assessments for limited common expense which are the responsibility of the Co-owners of the units pursuant to the Master Deed, which shall be apportioned among and paid by such Co-owners on an equal basis, all in advance.

The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it hereunder, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting thereof. The Board shall advise each Co-owner in writing of the amount of general and limited common charges payable by him and shall furnish copies of each budget on which such common charges are based to all Co-owners.”

3. Continuing Effect. Except as amended and modified by this Second Amendment to Master Deed, all terms and conditions of the Master Deed, as previously amended, shall remain in full force and effect.

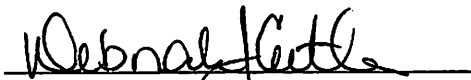
IN WITNESS WHEREOF, the Successor Developer has executed this Second Amendment to Master Deed as to the day and year first written above.

TREELINE PROPERTIES, LLC
a Michigan limited liability company

By: 
David Dornbos
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me, a Notary Public, this 9th day of April, 2007, by David Dornbos, member of Treeline Properties, L.L.C., a Michigan limited liability company, on behalf of the Company.


Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Prepared By:
Mark A. Kleist, Esq.
SCHOLTEN FANT
100 North Third Street
Grand Haven, MI 49417-0454

Deborah J. Cutler
Notary Public, State of Michigan, County of Ottawa
My Commission Expires 10/04/2010
Acting in the County of Ottawa