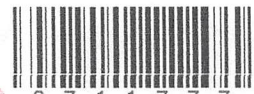


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2017-0022435

FILED/SEALED FOR RECORD IN
OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS
06/21/2017 AT 2:31 PM
AMEND TO MASTER DEED 30.00

THIRD AMENDMENT TO MASTER DEED

ROOSEVELT RIDGE CONDOMINIUM

(Act 59, Public Acts of 1978 as Amended)

Third Amendment to Roosevelt Ridge Condominium, Ottawa County Condominium
Subdivision Plan No. 155.

- 1) Third Amendment to Master Deed of Ottawa County Condominium
Subdivision Plan No. 155;
- 2) **Exhibit A** to Third Amendment to Master Deed: Affidavit of Mailing of Notice
required under 90(5) of the Michigan Condominium Act.

No interest in real property being conveyed hereby, no revenue stamps are
required.

Prepared by:

Benjamin P. Stoep
SCHOLTEN FANT
100 N. Third Street
Grand Haven, MI 49417
Telephone (616) 842-3030

THIRD AMENDMENT TO MASTER DEED

ROOSEVELT RIDGE CONDOMINIUM

ROOSEVELT RIDGE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, with offices in the City of Ferrysburg, Michigan (the "**Association**"), has executed this Third Amendment to Master Deed pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended ("**Act**"), with reference to the following facts and circumstances:

A. The Master Deed ("**Master Deed**") was recorded on March 5, 1993, at Liber 1690, Pages 669 through 716 inclusive, Ottawa County Register of Deeds, for Roosevelt Ridge Condominium, a condominium project under the Act (the "**Condominium Project**"), and amended by the First Amendment to Master Deed of Roosevelt Ridge Condominium, recorded on October 5, 2004, at Liber 4662, Pages 404 through 417 inclusive, Ottawa County Register of Deeds, and further amended by the Second Amendment to Master Deed of Roosevelt Ridge Condominium, recorded on April 11, 2007, at Liber 5403, Pages 889 through 894 inclusive, Ottawa County Register of Deeds (the "**Second Amendment**").

B. The Association is the entity responsible for administering the Condominium Project.

C. The Association has prepared and executed this Third Amendment to Master Deed in order to clarify, amend and change certain provisions of the Master Deed and Exhibit A to the Master Deed (the "**Condominium Bylaws**").

D. The Association has concluded that this Third Amendment may materially alter or change the rights of a co-owner of the Condominium Project.

NOW THEREFORE, the Association amends the Master Deed in the following respects:

1. Article IV, Section 2(e) of the Condominium Bylaws is hereby amended to provide in full as follows:

(e) Opening bank accounts and designating signatories required therefor;

2. Article IV of the Condominium Bylaws is hereby amended by the addition of a new Section 10, providing in full as follows:

Section 10. Association Borrowing. The Board may only borrow money, issue evidences of indebtedness, or pledge assessments as collateral for a loan with the prior written approval of a majority of the Co-owners entitled to vote, which approval shall be obtained in accordance with the provisions contained herein.

3. The first sentence of Article VII, Section 3(i) of the Condominium Bylaws is hereby removed.

4. The first sentence of Article VII, Section 3(k) of the Condominium Bylaws is hereby removed.

5. Article VIII, Section 1 of the Condominium Bylaws is hereby amended to provide in full as follows:

Section 1. Mortgagees of Condominium Units. The books, records, contracts, and financial statements concerning the administration and operation of the Project shall be available for examination by any mortgagee of a Unit at convenient times upon reasonable notice.

6. Article VIII, Section 2 of the Condominium Bylaws is hereby removed in its entirety and not replaced.

7. Article XII, Section 2 of the Condominium Bylaws is hereby amended to provide in full as follows:

Section 2. Notices. Notices provided for in the Act, Master Deed or By-laws shall be in writing, and shall be addressed to the Association at the registered office address of the Association as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, or to any Co-owner at the address set forth in the deed of conveyance, or at such other address as may hereinafter be provided.

8. The first sentence of the last paragraph of Section B of Article IV of the Master Deed, as amended by Second Amendment, is hereby amended to provide as follows:

The garage and storage room are contained within the unit itself.

9. Article V, Section 5 of the Condominium Bylaws is hereby amended to provide in full as follows:

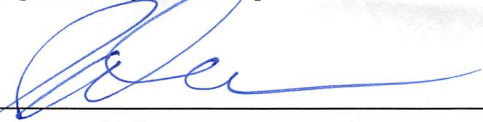
Section 5. Obligations of the Developer. The Developer shall be responsible for payment of the full regular monthly assessment, and any special assessments, with regard to all completed units owned by it. "Completed unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority. The Developer shall also pay a fair share, with respect to any incomplete units owned by the Developer, of all road maintenance (including snow removal), landscaping, and other costs directly or indirectly benefitting such units, as assessed by the Association. An "incomplete unit" shall mean any unit that is not a completed unit.

10. All other terms and provisions of the Master Deed and the exhibits attached thereto which are not in conflict or inconsistent with this First Amendment to Master Deed shall remain in full force and effect.

11. By recording this Third Amendment to Master Deed, the Association certifies that it has obtained the necessary consent hereto of the co-owners of Units in the Condominium Project.

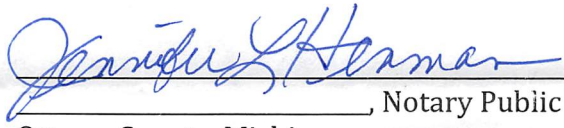
IN WITNESS WHEREOF, the Association has executed this Third Amendment to Master Deed. For reference purposes, this Third Amendment to Master Deed is dated as of June 7, 2017.

ROOSEVELT RIDGE CONDOMINIUM ASSOCIATION,
a Michigan non-profit corporation

By: 
James L. Dean
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, a Notary Public, this 7th day of June, 2017, by James L. Dean, as President of ROOSEVELT RIDGE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.


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

PREPARED BY AND AFTER RECORDING
RETURN TO:

Benjamin P. Stoep, Esq.
Scholten Fant
P.O. Box 454
Grand Haven, MI 49417
(616) 842-3030

Jennifer L. Henman
Notary Public, State of Michigan, County of Ottawa
My Commission Expires 4/6/19
Acting in the County of OTTAWA

EXHIBIT A
TO
THIRD AMENDMENT TO MASTER DEED

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

Diana Frenedt, being duly sworn, deposes and says that:

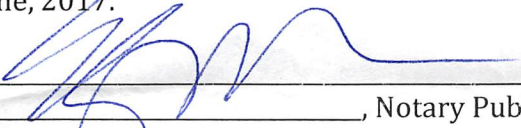
On June 9, 2017, she mailed a copy of the Third Amendment to Master Deed of Roosevelt Ridge Condominium Association, Ottawa County Subdivision Plan No. 155, to all of the owners of all units of Roosevelt Ridge Condominium.

Service was made by first class mail, postage prepaid with the envelope addressed to the addressees stated above and deposited in the United States Post Office of Grand Haven, Michigan, on the date stated above.



Diana Frenedt
Paralegal, Scholten Fant

Subscribed and sworn to before me this 9th
day of June, 2017.


_____, Notary Public

Ottawa County, Michigan
My Commission Expires: _____
Acting in Ottawa County, Michigan

Emalyn J. Graham
Notary Public, State of Michigan, County of Ottawa
My Commission Expires 10/15/2020
Acting in Ottawa County