LIBER 4662 PO 404

14

Filed/ Sealed For Record In
Ottawa County, MI
Gary Scholten R.D.D.
10/05/2004 At 1:22:15 P.M.
AMEND TD MASTER DEED \$53.00
Liber 004662 Page 00404

0057310

FIRST AMENDMENT TO MASTER DEED

OF ROOSEVELT RIDGE CONDOMINIUM

This First Amendment to Master Deed of Roosevelt Ridge Condominium is made and executed on this Inday of Lephane, 2004, 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 Lamb, 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 (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 the number of units, the dimensions of the new units to be built, 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. <u>Number of Units.</u> Articles I and V of the Master Deed and Article I of the Condominium Bylaws are hereby amended to provide that Project will comprise a maximum of 36 units.
- 2. <u>Legal Description</u>. To amend an error in the legal description of the Master Deed, the legal description of the land dedicated to the Project is described as follows:

The land on which Phase I of the Project is situated, and which is hereby submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

That part of the East one-half (1/2) of the Southwest one-quarter of Section 9, Town 8 North, Range 16 West, City of Ferrysburg, Ottawa County, Michigan, described as beginning at a point on the South line of said Section 9 that is 44.08 feet South 87 degrees 59 minutes 44 seconds West from the South one-quarter corner of said Section 9; thence South 87 degrees 59 minutes 44 seconds West, along said South line 535.92 feet, thence North 00 degrees 00 minutes 00 seconds East 460.00 feet, thence South 87 degrees 59 minutes 44 seconds West 162.50 feet, thence North 00 degrees 00 minutes 00 seconds East 200.00 feet, thence North 87 degrees 59 minutes 44 seconds East 706.37 feet to the West line of the C & O Railroad right-of-way, thence South 00 degrees 41 minutes 23 seconds West, along said West right-of-way line, 660.33 feet to the point of beginning. Except any part taken, used or deeded for road purposes. Containing 8.92 acres of land, except that part taken, used or deeded for road purposes.

- 3. <u>Limited Common Elements</u>. A new subsection (7) is hereby added to Section B of Article IV to add the following to the limited common elements:
 - (7) 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.
- 4. <u>Handicap Accommodations.</u> A new Article, Article IX is hereby added to the Master Deed to read in its entirety as follows:

ARTICLE IX IMPROVEMENTS AND MODIFICATIONS FOR HANDICAPPED PERSONS

9.1 <u>Improvements and Modifications.</u> Pursuant to MCL 559.147a, MSA 26.50(147a), a Co-owner may make improvements or modifications to his or her Condominium unit, including improvements or modifications to the common elements and to the route from the public way to the door of the Co-owner's unit, at his or her expense, if the purpose of the improvements or modification is to facilitate access to or movement within the unit for handicapped persons, or to alleviate conditions that could be hazardous to handicapped persons. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of a condominium project. The Co-owner shall be liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in a normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding any prohibitions or restrictions in the

condominium documents. The improvement or modification shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed improvement or modification. An improvement or modification that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the condominium project.

- 9.2 Timely Notice of Conveyance or Lease. A Co-owner who has made exterior improvements or modifications must notify the association of Coowners in writing of his or her intention to convey or lease his or her Condominium unit to another not less than thirty (30) days before the conveyance or lease. Within thirty (30) days of receiving notice, the Association may require that the Co-owner remove the improvement or modification at his or her own expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Association may at any time remove or require the Co-owner to remove the improvement or modification at the Coowner's expense. However, the Association may not remove or require the removal of the improvement or modification if the Co-owner conveys or leases his or her Condominium unit to handicapped person who needs the same type of improvement or modification, or to a person whose parent, spouse, or child is handicapped, requires the same type of improvement or modification, and reside with the person.
- Maintenance of Liability Insurance. If a Co-owner makes an exterior improvement or modification, he or she shall maintain liability insurance, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification. The Co-owner shall not be required to maintain liability insurance with respect to any common element. The Association shall be responsible for the cost of any maintenance of the improvement or modification, unless the maintenance cannot reasonably be included within the regular maintenance preformed by or paid for by the Association, in which case the Co-owner shall be responsible for the cost of the maintenance of the improvement or modification.
- 9.4 <u>Submission of Plans.</u> Before an improvement or modification is made, the Co-owner shall submit plans and specifications to the Association for review and approval. The Association shall determine whether a proposed improvement or modification substantially conforms to the provisions of MCL559.147a, MSA 26.50(147a), but shall not deny a proposed improvement or modification without

good cause. If the Association denies a proposed improvement or modification, the Association shall list in writing the changes needed to make the proposed improvement or modification conform and shall deliver that list to the Co-owner. The Association shall approve or deny the proposed improvement or modification within sixty (60) days after the plans and specifications are submitted. If the Association does not approve or deny within the 60-day period, the Co-owner may make the proposed improvement or modification without the Association's approval. A Co-owner may bring an action against the Association and its officer and directors to compel them to comply with the provisions of MCL 559.147a, MSA 26.50(147a) if the Co-owner disagrees with the denial.

- 5. <u>Condominium Subdivision Plan.</u> Sheets number 1 through 9 of the First Replat of the Ottawa County Subdivision Plan No. 155, attached to this Amendment, will upon recordation in the office of the Ottawa County Register of Deeds with this First Amendment to the Master Deed, replace and supersede Sheets number 1 through 7 of the Ottawa County Subdivision Plan No. 155, as recorded in Liber 1690, Pages 709 715, inclusive, Ottawa County Records.
- 6. <u>Condominium Bylaws.</u> The Condominium Bylaws attached to the Master Deed as Exhibit A are amended as follows:
- a. A new subsection (n) is hereby added to Section 3 of Article VII to provide in its entirety as follows:
 - (n) no member shall perform any landscaping or plant any trees, shrubs or flowers or replace any ornamental materials upon a common elements, except that a member may landscape or plant in the four-foot curtilage area around his or her unit, with the approval of the Board of Directors, which will then be a limited common element of the unit.
- b. A new subsection (o) of Section 3 of Article VII is hereby added to provide in its entirety as follows:
 - (o) the Developer or the Association may require a common mailbox system be used for the units which may require mail boxes to be located at a central location or at separate locations in front of the units. The Developer or the Association may determine the design and location of the mailbox system or individual mailboxes.
- c. Subsection (b) of Section 2 of Article VI is amended to provide in its entirety as follows:
 - (b) All common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping,

blacktopping, foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein. Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include owner improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner as provided herein.

7. <u>Continuing Effect.</u> Except as amended and modified by this First 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 Developer has executed this First Amendment to Master Deed as to the day and year first written above.

Deed as to the day and year i	first written above.		
		a Michi	INE PROPERTIES, LLC gar limited liability company MULTONIANO David Dornbos Member
STATE OF MICHIGAN)) ss.	100.	
COUNTY OF OTTAWA)		
The foregoing instrur of Soften 2004, by Da limited liability company, on	vid Dornbos, member	of Treelii	me, a Notary Public, this day have Properties, L.L.C., a Michigan
		Notary 1	
		Acting i	County, Michigan County, Michigan mission Expires:
Prepared By: Mark A. Kleist, Esq. SCHOLTEN AND FANT, P 233 Washington, Suite 202 P.O. Box 454 Grand Haven, MI 49417-04:			Mark A. Kleist Ty Public, State Of Michigan, County Of Ottawa My Commission Expires 12/22/05 Acting In The County Of Ottawa

H:\MAK\Treeline Properties LLC\FIRST AMENDMENT TO MASTER DEED.doc

ATTENTION: COUNTY REGISTER OF DEEDS:

CERTIFICATE ON THIS SHEET AND IN THE SURVEYOR'S ASSIGNED TO THE PROJECT IT MUST BE PROPERLY SHOWN IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED

SHEET INDEX

- COVER SHEET
- SURVEY PLAN
- MAJ9 YTIJITU SITE PLAN
- BUILDING FLOOR PLANS AND SECTIONS BUILDING FLOOR PLANS AND SECTIONS (UNITS 1-4)
- BUILDING FLOOR PLANS AND SECTIONS (UNITS 15-36) BUILDING FLOOR PLANS AND SECTIONS BUILDING FLOOR PLANS AND SECTIONS

NOTE

TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED. THESE SHEETS WITH THIS SUBMISSION ARE SHEETS WHICH ARE DATED JULY 23, 2004 THE ASTERISK (*) INDICATES AMENDED

DEVELOPER

CRAND HAVEN, MICHIGAN 49417 324 BLUFF CREEK DRIVE A MICHIGAN LIMITED LIABILITY COMPANY TREELINE PROPERTIES LLC

FUCINEER AND SURVEYOR

GRAND HAVEN, MICHIGAN 49417 927 BEECHTREE STREET, SUITE 3 ENGINEERING & SURVEYING, INC. MILANOWSKI AND ENGLERT

SHEEL 1 CQ 8

2004 TO 3004

108 NO:

CITY OF FERRYSBURG, OTTAWA COUNTY, LIECHICAN SECTION 9, TEN, RIGH FOR ROOSEVELT RIDGE CONDOMINIUM

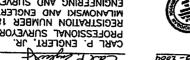
MILEMING & ZURVEYING, INC. MICHOWS BURE ERT REPRES BY ENCLERT

VT YE HWAND

Fax: 616-847-6626

(+1-E1 STINU)

(21-6)(8-2 STINU)





ENCINEERING AN	
MILANOWSKI AND	
Registration al	12
PROFESSIONAL S	-note
CARL P. ENGLER	
Carl F. Engles	h002 -62

CRAND HAVEN, MICHIGAN 49417 786

(e)	927 BEECHTREE, SUITE 3
	MILANOWSKI AND ENGLERT
139	REGISTRATION NUMBER 189
•	PROFESSIONAL SURVEYOR
	CARL P. ENGLERT, JR.
1002 -	Call Elex

DATE	
105 - ES - T	

TAKEN, USED OR DEEDED FOR ROAD PURPOSES.

EXCEPT ANY PART TAKEN, USED OR DEEDED FOR ROAD

THE C & O RAILROAD RICHT-OF-WAY, THENCE SOUTH 00

PURPOSES. CONTAINING 8.92 ACRES OF LAND, EXCEPT THAT PART

RICHT-OF-WAY LINE, 660.33 FEET TO THE POINT OF BEGINNING. DECREES 41 MINUTES 23 SECONDS WEST, ALONG SAID WEST

MINUTES 44 SECONDS EAST 706.37 FEET TO THE WEST LINE OF

WEST 162.50 FEET, THENCE NORTH OD DECREES OD MINUTES OD

SECONDS EAST 200.00 FEET, THENCE NORTH 87 DEGREES 59

FEET, THENCE SOUTH 87 DEGREES 59 MINUTES 44 SECONDS NORTH OD DECREES OD MINUTES OD SECONDS EAST 460.00 SECONDS WEST, ALONG SAID SOUTH LINE 535.92 FEET, THENCE SAID SECTION 9; THENCE SOUTH 87 DECREES 59 MINUTES 44

SECONDS WEST FROM THE SOUTH ONE QUARTER CORNER OF

OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS

ROOSEVELT RIDGE CONDOMINIUM

THAT PART OF THE EAST ONE HALF OF THE SOUTHWEST ONE

BECINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 9

QUARTER OF SECTION 9, TOWN 8 NORTH, RANGE 16 WEST, CITY

CITY OF FERRYSBURG, OTTAWA COUNTY, MICHIGAN.

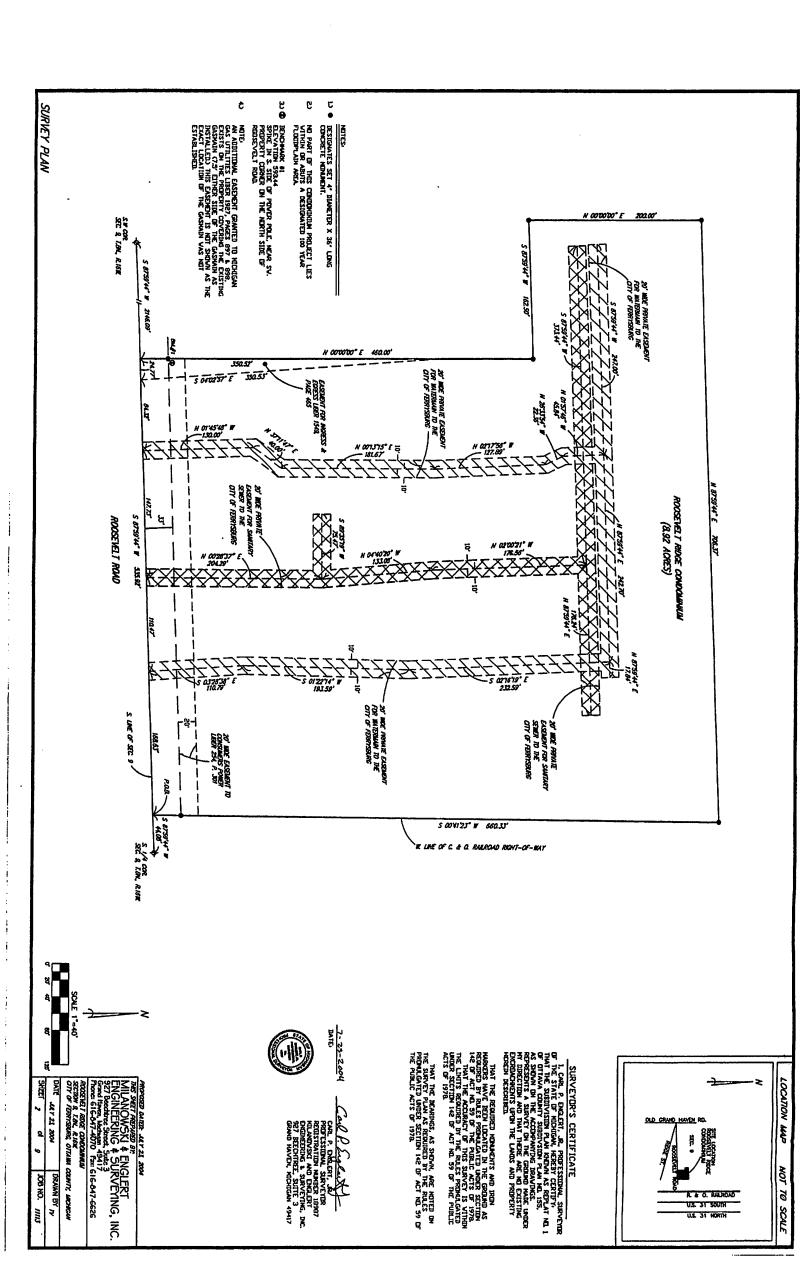
REPLAT NO. 1 OF OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO 155

THAT IS 44.08 FEET SOUTH 87 DEGREES 59 MINUTES 44

ROOSEVELT RIDGE CONDOMINIUM

EXHIBIT 8 TO THE MASTER DEED OF

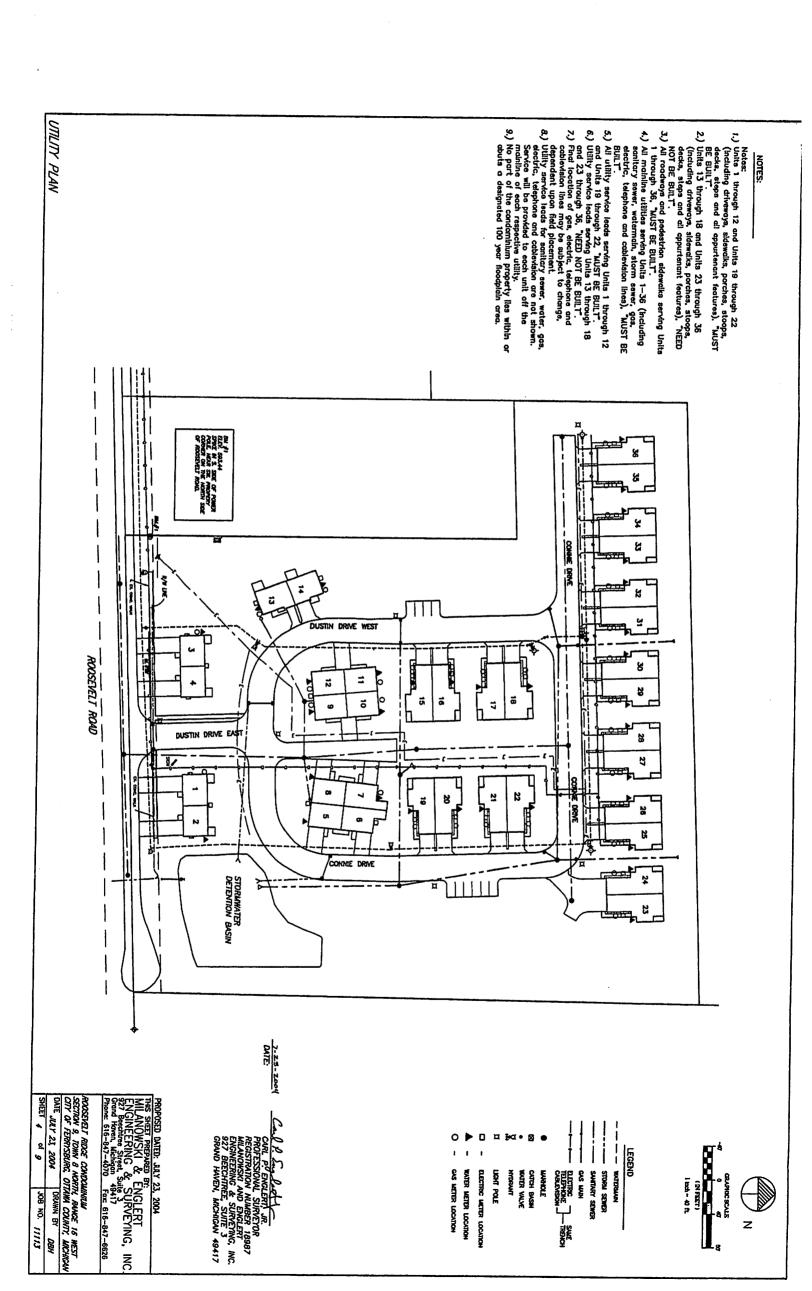
LEGAL DESCRIPTION

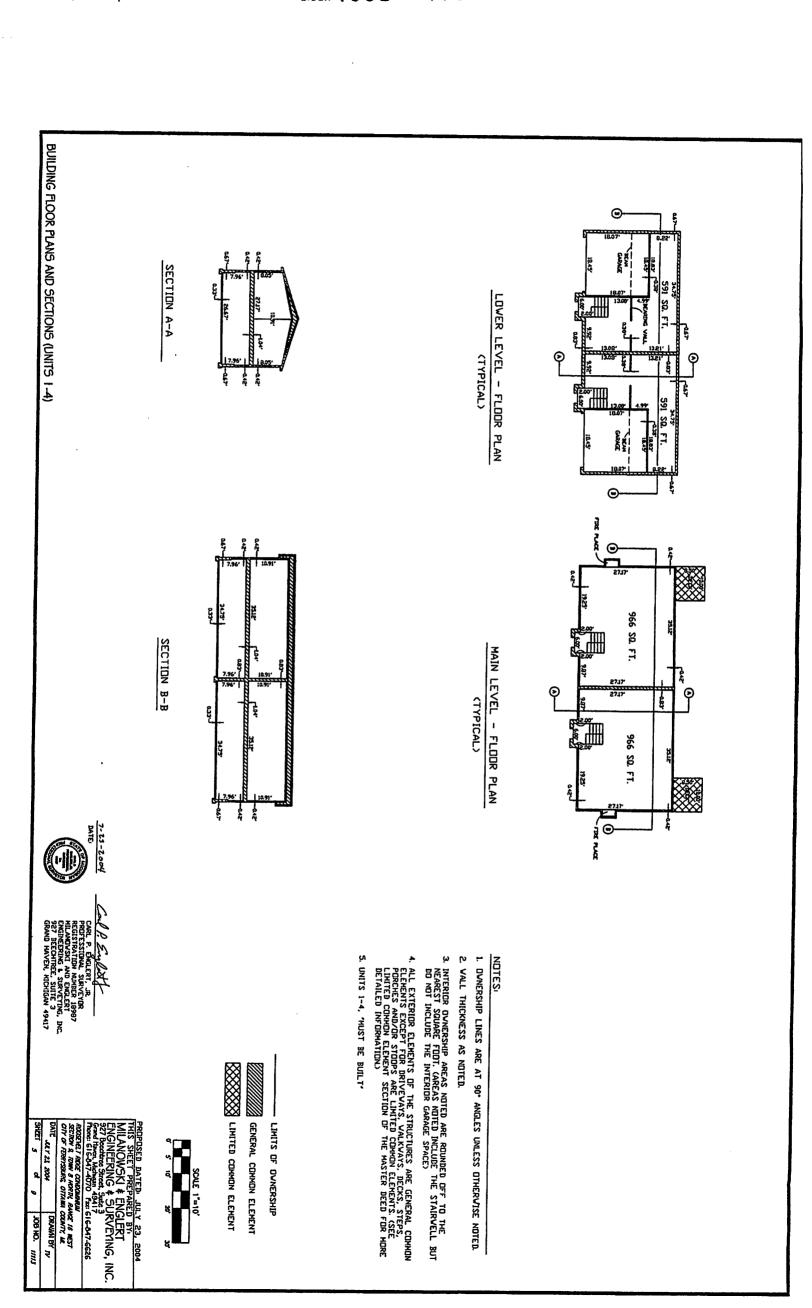


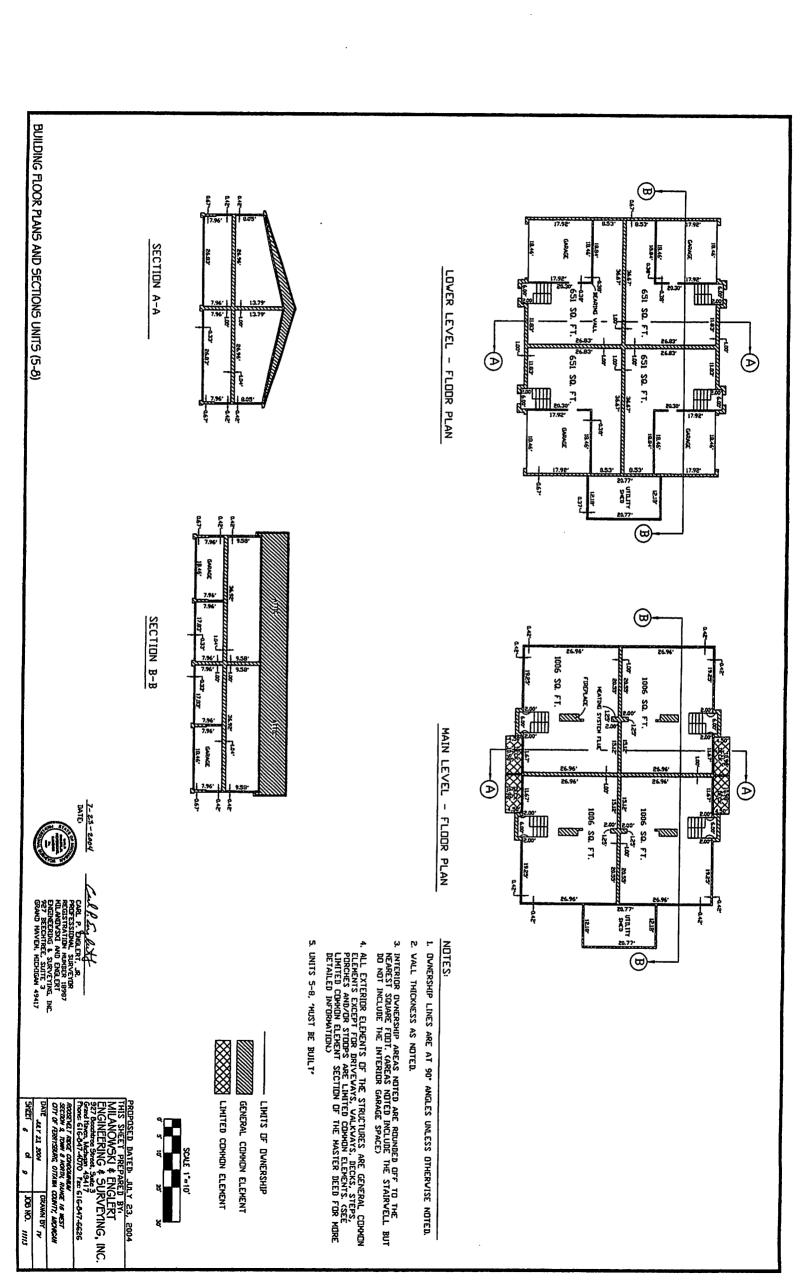
EIIII ON BOL SHEET 3 of 9 DAIL JULY 23, 2004 DEVINO BA SITE PLAN CITY OF FERRISBURG, OTTAINS, COUNTY, MICHICAN SECTION 9, TOWN 8 NORTH, BANKE 16 MEST ROOSEVELT REGE CONDOMINION GNOSEVELT ROAD CHAND HAVEN, MICHIGAN 49417 PROPOSED MITD. ANY 21 2004 927 BEECHTREE, SUITE 3 TOWN 8 NORTH RECISTRATION NUMBER 18987 RICHNEERING & SURVETING, IN RECISTRATION NUMBER 18987 'ONI SECTION 9, SOUR. PROFESSIONAL SURVEYOR CALP ENGLERT, JR. :31VO N 2000,0000 H002-82-L N 4979.7130 E 4420.3550 BU #1 STATE HEAVE SAL HOUSER SPOLE HEAVE SAL PROPERY POLE HEAVE SAL PROPERY OF ROOSENELT ROAD. STHOLL STIE (.7 6.) LIMITED COMMON ELEMENT 2') CENERAL COMMON ELEMENT **(1)** 4.) BUILDING COORDINATE DESIGNATION **00.0002 3** 3.) BOUNDARY COORDINATE DESIGNATION 00.000č N S.) CONDOMINIUM BUILDING UNIT DESIGNATION 1 (V) 15 1') CONDOMINIUM BUILDING DESIGNATION angog 1 <u></u> 0 Ot 8) The stonege building attoched to the side of building attoched system and released common dements. ₹056,₹0₹≯ 5515.8688 2816.225.4 (a) No part of the condominium property lies within or doubtes o estimated 100 year floododin care. (c) All todays within the condominium property and the condominium care parties of the condominium care and the care and the condominium care and the care a 0+2+.7628 15 4387.8989 5598.8633 20 1738.65++ 5600.3720 61 67 Limited Common Elements) within the Condomnium property lines one CENERAL COMMON ELEMENTS. SZ\$8.17\$\$ 2164,1002 82 81 (3) 4523,8157 30 ® 5603.3100 _22 1962.2554 2604.4292 5.) All roodways and exterior items (exchusive of 97 £497.7094 5606.2480 52 Note: See Moster Deed for more detailed information on Limited Common Elements 7447.6234 5607.3672 24 4691,7129 6581,6032 d.) Eoch unit's dock 4723.6934 5610,3052 drivency to the unit. (As Connecting sciences to become of possible varying locations.)

2) Ecolu units perch and/or stoop.

2) Ecolu units perch and/or stoop. 51 41 22 G199'G//+ 5612,1239 12 81 (3) (H) 22 4807.6420 2012:2425 20 1019,6284 6190.2192 61 b.) Each unit's connecting sidewalk from the 802£.368≯ 5457.2552 a.) Each units drivency in front of the garage 81 9691.8694 5405.2870 4.) The following Nems are UNITED COMMON 21 8882.9634 3302.2722 91 TUNE 38 TRUM, 36. AQUONE I ENINY 2701,1074 5321.3384 J.) All roodways and pedestrian sidewalks serving COMME DIGNE (PROVIE) GI 4630.9219 TJUB 38 TON 1596.1515 PI GENT (cerudos) incheringo in bno squis subsb 4632.7406 2766,2018 ΣI (including driveways, sidewalks, porches, stoops, BE BURLT.
2.) Units 13 through 16 and Units 23 through 36 8628.5534 8310.1753 21 9873.6584 3840.6123 decira, steps and all appurtanant features) "LIUST 4459.8325 5202,4548 OI 1.) Units 1 through 12 and Units 19 through 22 (including drivencys, sidowciks, porches, stoops, 4485.8624 5133,1840 32 26 33 62 30 ıε 25 4634.9905 77 82 0648.4028 52 53 54 92 4628.1290 5280.6255 0174.6074 SILON 5280,4490 2828.1074 5204.4815 S 0486.0774 2083,6805 71 00 - 40007 1 4698,6260 5262.1802 (133110) 0981.6094 0980.8702 9557.9540 4536.8255 0109,2702 EVZIJNC COORDINATE NORTHING CRAPHIC SCALE BUILDING COORDINATES



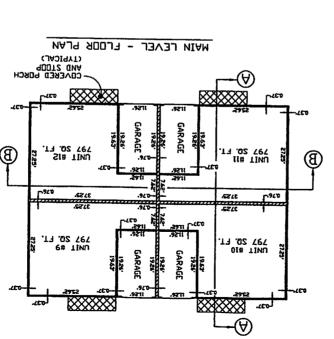




밁

വ

CIIII ON GOL 6 to 4 133HB PATE ALY 21 2004 CRAND HAVEN, KICHGAN 49417
927 BEECHTREE, SUITE 3
HILANDVSKI AND ENGLERT
HILANDVSKI AND ENGLERT DRAWN BY IV OTY OF FEBRYSBURG OTTAIN COUNTY, MONCAN SECTION S, TOWN & NORTH, RANGE 16 MEST. CARL P. ENGLERT. JR.
PROFESSIONAL SURVEYOR
REGISTRATUM NUMBER 18997 Proceeding & SURVEYING, INC. PROPOSED DATED JULY 23, 2004
MILANOWSKI & ENGLERT
MILANOWSKI & ENGLERT SCALE 1°=10" LIMITED COMMON ELEMENT GENERAL COMMON ELEMENT CIMILS OF OVNERSHIP S.) UNITS 9 THRU IS, "MUST BE BUILT." 4.) ALL EXTERIOR ELEMENTS OF THE STRUCTURES ARE GENERAL COHMUN ELEMENTS, VALKVAYS, DECKS, STEPS, FORCHED INFORMENT SECTION OF THE MASTER DEED FOR HORE DETAILS. 3.) INTERIOR OWNERSHIP AREAS NOTED ARE ROUNDED OFF TO THE MEAREST SQUARE FOOT. CAREAS NOTED INCLUDE THE STAIRVELL BUT DO NOT INCLUDE THE INTERIOR GARAGE SPACE) S.) VALL THICKNESS AS NOTED. CI DANERSHIP LINES ARE AT 90" ANGLES UNLESS DTHERVISE NOTES



3TAG 1007-52-6

.4579

2ECLIGN B-B

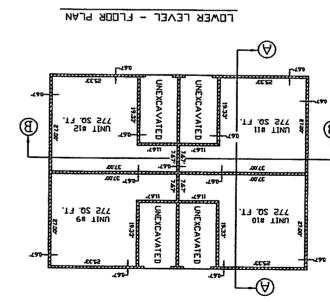
.997 - LM1

etta)

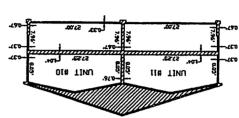
II# TINU

EED

SI# TINU



SECTION A-A



BUILDING FLOOR PLANS AND SECTIONS - (UNITS 9-12)

