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Lisa Posthumus Lyons, County Clerk/Register
Kent County, MI

SECOND AMENDMENT TO MASTER DEED OF

DEERVIEW

This Second Amendment to Master Deed (the "Second Amendment") is made and executed this 2nd day of July, 2025, by Deerview Condominium Association, a Michigan nonprofit corporation (the "Association"), whose address is 2305 Beatrice Dr. NE, Grand Rapids, Michigan 49505, represented herein by Gina Prospal, the President of the Association.

Deerview was established as a condominium project pursuant to the Michigan Condominium Act, MCL 559.101 et seq., by the recording of the original Master Deed on November 8, 2002, at Liber 6396, Page 209, Kent County Records, and as amended by a First Amendment to Master Deed recorded on November 26, 2003, at Document No. 20031126-0239541, Kent County Records, which was re-recorded on December 19, 2003, at Document No. 20031219-0249494, Kent County Records, and known as Kent County Subdivision Plan No. 602 (the "Master Deed").

Pursuant to MCL 55.190 and Article IX of the Master Deed and Article XIX of the Bylaws, two-thirds (2/3) of all Co-owners entitled to vote have approved this Second Amendment.

This Second Amendment does not enlarge the Common Elements of the existing condominium project nor alter the existing percentages of value in the project.

NOW, THEREFORE, the Association does, upon the recording of this Second Amendment with the Kent County Register of Deeds, amend the Master Deed as set forth below.

AMENDMENTS

1. **Article VI, Section 6.1.7 of the Bylaws.** Article VI, Section 6.1.7 of the Bylaws is hereby amended by deleting current Section 6.1.7 and replacing it with new Section 6.1.7 which states as follows:

> 6.1.7. Solar Energy Systems and Energy-Saving Improvements of Modifications. The Association will adopt a written solar energy policy statement ("Solar Energy Policy") that sets forth the terms and conditions under which solar energy systems may be installed by Co-owners. Unless the Homeowners' Energy Policy Act, Act 68 of 2024, (the "Energy Policy Act"), is found to be

unenforceable under Michigan law or is repealed, the Solar Energy Policy shall comply with the Energy Policy Act. The Solar Energy Policy may include any conditions or requirements permitted to be included that are not prohibited by the Energy Policy Act. Co-owners may install solar energy systems, as defined by the Energy Policy Act, only if the installation of the solar energy system complies with the Association's written Solar Energy Policy.

The Association may adopt a policy statement regarding the installation of energy-saving improvements or modifications ("Energy-Saving Improvements Policy") that sets forth the terms and conditions under which energy-saving improvements or modifications may be installed by Co-owners. Unless the Energy Policy Act is found to be unenforceable under Michigan law or is repealed, the Energy-Saving Improvements Policy will comply with the Energy Policy Act. The Energy-Saving Improvements Policy may include any conditions or requirements that are not prohibited by the Energy Policy Act. Co-owners may install energy-saving improvements or modifications, as defined by the Energy Policy Act, only if the installation of the energy-saving improvements or modifications complies with the Association's Energy-Saving Improvements Policy.

To the extent allowed by the Energy Policy Act, the Energy-Saving Improvements Policy will include the following provisions: 1) the Co-owner is responsible for all costs, liability, insurance, installation, repair, maintenance, and replacement of the energy-saving improvement or modification, including any related electricity costs; 2) the Co-owner will indemnify the Association for any liability arising out of the energy-saving improvement or modification; and 3) the energy-saving improvement or modification must be installed in accordance with the manufacturer's specifications. The Board, without the necessity of an amendment to these Bylaws, may make changes regarding energy-saving improvements and modifications through Rules and Regulations so long as such changes are not prohibited by these Bylaws or the Energy Policy Act.

2. **Article VI, Section 6.1.20 of the Bylaws.** Article VI, Section 6.1.20 of the Bylaws is hereby amended by deleting current Section 6.1.20 and replacing it with new Section 6.1.20 which states as follows:

6.1.20. Fences. The Association desires that the Committee control fencing in the Project so it is not offensive to adjacent Units or viewable and unsightly from the public road. No fences shall be permitted in the front yard of a Unit. Prior to erecting any fencing, approval in writing must be obtained from the Committee. The plans and specifications submitted for approval must show the location, design, material, color and height of the proposed fencing. No fencing along the boundaries of a Unit shall be permitted. Fencing surrounding children's play areas, below ground pools, and dog runs shall be placed in a location which is not visible from the public road in front of the Unit. Wood or stockade fencing

is prohibited. Permitted fencing includes iron fencing, aluminum black flat top fencing, and black colored vinyl chain link fencing.

3. **Article VI, Section 6.1.22 of the Bylaws.** Article VI, Section 6.1.22 of the Bylaws is hereby amended by deleting current Section 6.1.22 and replacing it with new Section 6.1.22 which states as follows:

6.1.22. Antennae and Satellite Dishes. A television, radio or other antennae, including satellite dishes, that is of the type(s) and size(s) described in 47 CFR 1.4000(a) of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule") may be placed in a Unit, subject to any installation, maintenance, and use requirements, placement preferences, and screening, camouflaging, or painting requirements imposed by the Committee that do not impair the reception of an acceptable quality signal or unreasonably prevent, delay, or increase the cost of installation, maintenance, or use of any such antenna. The Association may adopt further rules and regulations concerning antennae.

4. **Article VI, Section 6.1.23 of the Bylaws.** Article VI, Section 6.1.23 of the Bylaws is hereby amended by deleting current Section 6.1.23 and replacing it with new Section 6.1.23 which states as follows:

6.1.23. Care and Appearance of Units. The yard and exterior surfaces of all improvements on all Units shall be maintained by the Unit owner in a neat and attractive manner and in good condition and repair. Each Unit owner shall maintain the yard on their Unit in an attractive manner by regularly mowing the grass and exercising reasonable diligence to control and remove weeds. No Co-owner may leave any personal property (other than items that have been approved by the Committee) on the front or side yards of a Unit overnight unless contained within a fully enclosed area that has been approved by the Committee.

5. **Article VI, Section 6.2.3 of the Bylaws.** Article VI, Section 6.2.3 of the Bylaws is hereby amended by deleting current Section 6.2.3 and replacing it with new Section 6.2.3 which states as follows:

6.2.3. Driveway and Landscaping. The driveway approach leading from the hard-surface street to the residence must be made of asphalt or concrete, unless otherwise agreed to by the Committee. Any repair to a driveway approach must be made with the same material as previously existed, provided, however, that a Co-owner may replace the entire driveway approach with a different material as approved by the Committee. Within ninety (90) days after the completion of construction of the residence on the Unit, the Unit, to the extent it does not have natural cover within woods, will be graded, and will be either covered with four inches of fertile topsoil and supplied with sufficient perennial grass seed to seed the same or an alternate landscaping plan as approved by the Committee. If a residence is completed after November 1, and the completion of

the landscaping requirements are not possible, such improvements shall be completed not later than June 30 of the following year. All landscaping shall be subject to the approval of landscaping plans in accordance with Section 6.2.6. No substantial changes in the elevations of the land may be made without the prior written consent of the Committee.

Except as set forth in this Second Amendment, the Master Deed, Bylaws, and Condominium Subdivision Plan are confirmed, ratified and re-declared.

In the event of a conflict between this Second Amendment and the Master Deed or Bylaws, the provisions of this Second Amendment shall control.

The Association has caused this Second Amendment to be executed on the day and year first above written and shall be effective upon recording with the Kent County Register of Deeds.

Deerview Condominium Association

By: Gina Prospal
Name: Gina Prospal
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

On this 2nd day of July, 2025, the foregoing Second Amendment to Master Deed was acknowledged before me by Gina Prospal, President of Deerview Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the corporation.

Notary Public,
Kent County, Michigan
My Commission Expires: 10/26/2028
Acting in Kent County, Michigan

MICHAEL JOHN ODEA II
Notary Public - State of Michigan
County of Kent
My Commission Expires Oct 26, 2028
Acting in the County of Kent

Drafted by and when recorded, return to:

Michael T. Pereira
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