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OTTAWA COUNTY, MI
JUSTIN F. ROEBUCK
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10/26/2018 AT 02:19 PM
AMEND TO MASTER DEED
30.00

**FIRST AMENDMENT TO CONSOLIDATING MASTER DEED
OF
THE VILLAGE CONDOMINIUMS**

THIS FIRST AMENDMENT TO CONSOLIDATING MASTER DEED OF THE VILLAGE CONDOMINIUMS (the "Amendment") is made and executed as of this 5th day of October, 2018, by The Village of Ottawa County Condominium Association, a Michigan not for profit corporation, having an address at 6060 Crystal Drive, P.O. Box 274, Allendale, Michigan 49401 (the "Association").

PRELIMINARY STATEMENTS:

A. The Village Condominiums (the "Project") was established by that Master Deed of The Village Condominiums recorded January 30, 1990 in Liber 1386, Page 684 of the Ottawa County Records, as amended, and designated as Ottawa County Condominium Subdivision Plan No. 123; and restated by that Consolidating Master Deed of The Village Condominiums dated March 28, 2001, and recorded in Liber 3030, at Pages 407-481 of the Ottawa County Records (collectively, 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 and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act"). The Bylaws of the Project (the "Bylaws") are incorporated as Exhibit A of the Master Deed.

B. The Association desires to make certain amendments to the Bylaws as set forth herein, which amendments are being made in accordance with Article VIII of the Master Deed and Article XII, Section 3 of the Bylaws. All capitalized terms not defined herein shall have the meanings set forth in the Master Deed.

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

1. **Assessments.** Article V, Section 2 of the Bylaws is hereby deleted, and the following is inserted as new Article V, Section 2:

“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 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 common charges against all Co-owners according to their respective common interests on a monthly basis. Unless and until otherwise determined by the Board of Directors pursuant to this Article, and subject to any adjustments, increases, additions and special assessments as permitted by action of the Board of Directors and/or Co-owner vote under these Bylaws, the monthly regular base assessments on the Units for the foregoing common expenses, contingencies and reserves shall be as follows: shall be as follows:

Building	Address	Unit	Size	Assessment
1	6043 Village Lane	1	2,016.80	\$180.00
	6041 Village Lane	2	1,343.40	\$150.00
2	6069 Crystal Dr	3	1,526.50	\$150.00
	6071 Crystal Dr	4	1,360.50	\$150.00
	6073 Crystal Dr	5	1,306.50	\$150.00
	6075 Crystal Dr	6	1,536.50	\$150.00
3	6087 Crystal DR	7	1,526.50	\$150.00
	6089 Crystal Dr	8	1,360.50	\$150.00
	6091 Crystal DR	9	1,306.50	\$150.00
	6093 Crystal Dr	10	1,536.50	\$150.00
4	11397 Pebble	14	1,536.50	\$150.00
	11399 Pebble	13	1,360.50	\$150.00
	11401 Pebble	12	1,306.50	\$150.00
	11403 Pebble	11	1,536.50	\$150.00
5	11419 Pebble	18	1,536.50	\$150.00
	11421 Pebble	17	1,360.50	\$150.00
	11423 Pebble	16	1,306.50	\$150.00
	11425 Pebble	15	1,536.50	\$150.00
6	6045 Pebble	19	1,927.00	\$180.00
	6047 Pebble	20	1,775.00	\$164.00
7	6090 Pebble	26	1,972.00	\$180.00
	6092 Pebble	25	1,708.80	\$164.00
	6094 Pebble	24	1,708.80	\$164.00
	6096 Pebble	23	1,972.00	\$180.00

8	6065 Pebble	21	2,026.00	\$180.00
	6067 Pebble	22	1,765.00	\$164.00
9	6112 Pebble	29	1,982.00	\$180.00
	6114 Pebble	30	1,729.50	\$164.00
	6116 Pebble	31	1,729.50	\$164.00
	6118 Pebble	32	1,972.00	\$180.00
10	6095 Pebble	27	2,026.00	\$180.00
	6097 Pebble	28	1,765.00	\$164.00
11	6111 Pebble	33	1,972.00	\$180.00
	6113 Pebble	34	1,708.80	\$164.00
	6115 Pebble	35	1,708.80	\$164.00
	6117 Pebble	36	1,972.00	\$180.00
12	6132 Pebble	37	1,982.00	\$180.00
	6134 Pebble	38	1,708.80	\$164.00
	6136 Pebble	39	1,708.80	\$164.00
	6138 Pebble	40	1,982.00	\$180.00
13	6135 Pebble	41	1,972.00	\$180.00
	6137 Pebble	42	1,708.80	\$164.00
	6139 Pebble	43	1,708.80	\$164.00
	6141 Pebble	44	1,972.00	\$180.00
14	6154 Pebble	45	1,982.00	\$180.00
	6156 Pebble	46	1,729.50	\$164.00
	6158 Pebble	47	1,729.50	\$164.00
	6160 Pebble	48	1,972.00	\$180.00
15	6157 Pebble	49	1,982.00	\$180.00
	6159 Pebble	50	1,708.00	\$164.00
	6161 Pebble	51	1,708.00	\$164.00
	6163 Pebble	52	1,972.00	\$180.00
16	11422 Ripple Dr	53	2,175.00	\$180.00
	11420 Ripple Dr	54	2,175.00	\$180.00
17	11427 Ripple Dr	58	2,126.00	\$180.00
	11429 Ripple Dr	57	1,708.80	\$164.00
	11431 Ripple Dr	56	1,708.80	\$164.00

	11433 Ripple Dr	55	1,972.00	\$180.00
18	11408 Ripple Dr	59	1,982.00	\$180.00
	11406 Ripple Dr	60	1,708.00	\$164.00
	11404 Ripple Dr	61	1,708.00	\$164.00
	11402 Ripple Dr	62	1,982.00	\$180.00
19	11390 Ripple Dr	63	1,982.00	\$180.00
	11386 Ripple Dr	64	1,972.00	\$180.00
20	11368 Ripple Dr	66	1,982.00	\$180.00
	11370 Ripple Dr	65	1,972.00	\$180.00
21	6145 Crystal Dr	70	2,026.00	\$180.00
	6147 Crystal Dr	69	1,780.30	\$164.00
	6149 Crystal Dr	68	1,780.30	\$164.00
	6151 Crystal Dr	67	2,026.00	\$180.00
22	6121 Crystal Dr	74	2,026.00	\$180.00
	6123 Crystal Dr	73	1,780.30	\$164.00
	6125 Crystal Dr	72	1,780.30	\$164.00
	6127 Crystal Dr	71	2,026.00	\$180.00
23	6103 Crystal Dr	78	2,027.00	\$180.00
	6105 Crystal DR	77	1,767.00	\$164.00
	6107 Crystal DR	76	1,767.00	\$164.00
	6109 Crystal DR	75	2,027.00	\$180.00
24	6062 Crystal Dr	79	2,026.00	\$180.00
	6064 Crystal DR	80	2,036.00	\$180.00
25	6080 Crystal Dr	81	2,036.00	\$180.00
	6082 Crystal Dr	82	1,759.60	\$164.00
	6084 Crystal Dr	83	1,759.60	\$164.00
	6086 Crystal Dr	84	2,036.00	\$180.00
26	6104 Crystal Dr	85	2,036.00	\$180.00
	6106 Crystal Dr	86	1,759.60	\$164.00
	6108 Crystal Dr	87	1,759.60	\$164.00
	6110 Crystal Dr	88	2,026.00	\$180.00
27	6130 Crystal Dr	89	2,036.00	\$180.00
	6132 Crystal Dr	90	1,759.60	\$164.00

	6134 Crystal Dr	91	1,759.60	\$164.00
	6136 Crystal Dr	92	2,202.00	\$180.00
28	6146 Crystal Dr	93	2,036.00	\$180.00
	6148 Crystal Dr	94	1,759.60	\$164.00
	6150 Crystal Dr	95	1,759.60	\$164.00
	6152 Crystal Dr	96	2,036.00	\$180.00
29	11355 Ripple Dr	97	3,801.00	\$210.00
	11359 Ripple Dr	98	3,801.00	\$210.00
				<u>\$16,630.00</u>

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 \$5,000 or \$75 per unit annually, whichever is less; or
- (d) In the event of emergency or unforeseen development.

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 60% or more of the Co-owners in number and in value.”

2. New Article VII, Section 3.(i).(1). The following is inserted as new subsection (1) under Article VII, Section 3.(i):

“(1) Notwithstanding the foregoing Association consent requirement, dogs weighing thirty (30) pounds or less shall be permitted to be kept without the prior written consent of the Association. Such thirty (30) pound limit shall apply and be subject to compliance at all times, not just at the time of arrival at the Project. In establishing such thirty (30) pound exception the Association took into account the health, happiness and enjoyment of life of the Co-owners, as well as considerations such as size of Common Elements and Units and other relevant factors. In the event this Subsection 3.(i).(1). is contested in court and ruled by a court of competent jurisdiction to be invalid or

otherwise unenforceable, then this Subsection (1) exception shall have no further force or effect and shall be deemed terminated.”

3. Vehicles. Article VII, Section 3.(k). of the Bylaws is hereby deleted, and the following is inserted as new Article VII, Section 3.(k).:

“(k) No more than two (2) automobiles or other vehicles customarily used for transportation purposes shall be kept outside a closed garage on the Condominium property by those persons residing in any Unit; provided, that no automobiles or other vehicles which are not in operating condition shall be permitted at any time. No commercial vehicles or trucks shall be parked in or about the condominium except for the making of deliveries or pickups in the normal course of business, with the exception that commercial vehicles of one (1) ton or less may be kept outside a closed garage of a Unit if a permitted occupant of the Unit is employed by the business identified on the vehicle.”

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

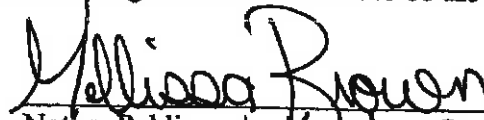
IN WITNESS WHEREOF, the Association, through its Board of Directors, has duly executed this Amendment as of the day and year first above written.

THE VILLAGE OF OTTAWA COUNTY
CONDOMINIUM ASSOCIATION

By: Calvin Gulker
Calvin Gulker
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF Ottawa)

On this 5th day of October, 2018, before me, a Notary Public in and for said County, appeared Calvin Gulker, President of The Village of Ottawa County Condominium Association, a Michigan not for profit corporation, to me personally known, who being by me duly sworn, executed the within instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he further acknowledges said instrument to be the free act and deed of said corporation.


Notary Public, Kent County, MI
My Commission Expires: 11-11-23
Acting in the County of Ottawa

MELLISSA BROWN, Notary Public
State of Michigan, County of Kent
My Commission Expires 11/11/2023
Acting in the County of Ottawa

This Instrument Drafted By:
Stephen M. Price
McSHANE & BOWIE, P.L.C.
99 Monroe Ave., NW - Suite 1100
Grand Rapids, MI 49503
(616) 732-5000

Return recorded instrument to draftsman.

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