

**FIRST AMENDMENT TO MASTER DEED OF
BROOK HOLLOW**

(Act 59, Public Acts of 1978, as amended)

THIS FIRST AMENDMENT TO MASTER DEED OF BROOK HOLLOW is made this 29th day of August, 2000, by New Line Development, L.L.C., a Michigan limited liability company, of 750 Front Street, NW, Suite 305, Grand Rapids, Michigan 49504 (the "Developer").

Recitals

A. Brook Hollow is a residential site condominium project (the "Project") established by Master Deed dated March 8, 1999 and recorded March 10, 1999 in Liber 4629, Pages 1278-1337, inclusive, Kent County Records (the "Master Deed").

B. Developer has reserved the right without the consent of any Co-owner or other person to amend the Master Deed (including exhibits) to increase the number of Units in the Project and to expand the Project as provided in Article VI of the Master Deed.

C. Developer desires to enlarge the Project from twenty-five (25) Units to ninety-five (95) Units and to expand the Project for the purpose of adding the following land as Phase II of the Project:

See Schedule A attached

D. Developer desires to correct certain survey errors as it relates to certain units' boundary lines.

E. Developer has reserved the right without the consent of any Co-owner or other person to amend the Master Deed (including Exhibits) as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee including, but not limited to, amendments for the purpose of correcting errors.

Provisions

The Developer amends the Master Deed as follows:

1. **Phase II.** Article II of the Master Deed is amended as follows:

"2.1 **Legal Description.** The land which is submitted to condominium ownership pursuant to the provisions of the Act is described as follows:

See Schedule B attached.

Together with an easement for ingress and egress over the expected area above described as for proposed South Edington Drive. The Developer reserves the right, at its sole option, to dedicate as a public street such lands for ingress and egress and upon such dedication the aforementioned easement for ingress and egress shall automatically terminate and thenceforth be null and void.

Together with and subject to all easements and restrictions of record and all governmental limitations.

2. **Percentage of Value.** Article V, Section 5.2 and all other provisions of the Master Deed which provide that all Units have equal percentages of value are ratified and confirmed.

3. **Contraction.** Article VII of the Master Deed which provides that the Condominium Project may be contracted is amended to provide in Section 7.1 that the Condominium Project consists of ninety-five (95) Units and may, at the election of the Developer, be contracted to a minimum of seventy (70) Units or less. In all other respects, the provisions of the Article are ratified and confirmed and shall also apply to the land added to the Condominium Project by this First Amendment.

4. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached as Exhibit B to the Master Deed is amended as shown on the Condominium Subdivision Plan attached as Exhibit B to this First Amendment which contains new and amended sheets. To the extent, if any, that they have not already been created, all easements shown on the original and amended Condominium Subdivision plan are created to benefit and/or burden the Condominium Project.

5. **Square Footage.** Article IV, Section 4.1 of the Condominium Bylaws is amended and corrected to provide as follows:

- 4.1. **Minimum Square Footage.** No one-story residence will be constructed with a fully enclosed floor area of less than One Thousand Two Hundred (1,200) square feet, exclusive of garage and open porches. No residence with more than one story will be constructed on any Unit with a fully enclosed floor area of less than One Thousand Five Hundred Sixty (1,560) square feet, exclusive of garage and

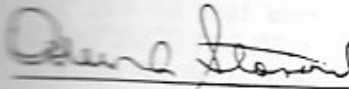
open porches, including a fully enclosed first floor area of not less than Seven Hundred Eighty (780) square feet, exclusive of garage and open porches. The Developer may, in the sole discretion of the Developer, waive or permit reasonable modifications of square footage requirements."

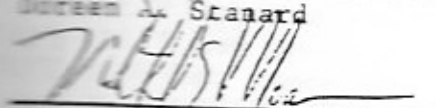
6. **Continuing Effect.** The provisions of the Master Deed as recorded in the Office of the Register of Deeds for Kent County, Michigan, as Condominium Subdivision Plan No. 458, which are not amended or corrected by this First Amendment are ratified and confirmed.

7. The Developer has duly executed this First Amendment to Master Deed on the day and year set forth in the opening paragraph of this First Amendment.


Witnesses:

NEW LINE DEVELOPMENT, L.L.C.,
a Michigan limited liability company



Doreen A. Stanard


Michael E. Moore

By: 

Steven E. Bratschie
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 29th day of August, 2000, by Steven E. Bratschie, the President of New Line Development, L.L.C., a Michigan limited liability company, on behalf of the company.



Doreen A. Stanard

Notary Public, Kent County, Michigan
My commission expires: 7/19/05