SECOND AMENDMENT TO MASTER DEED OF BROOK HOLLOW

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

THIS SECOND AMENDMENT TO MASTER DEED OF BROOK HOLLOW is made this _____ day of March, 2001, 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, as amended by First Amendment to Master Deed dated August 29, 2000, recorded August 30, 2000 in Liber 5138, Pages 1206-1220, 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 contract the number of Units in the Project.

C. Developer desires to contract from the Project the following land, including units numbered 21, 22, 23, 78-95, and to amend the Condominium Bylaws as it relates to maintenance of the Units.

See Schedule A attached describing the land being contracted from the Project.

D. 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.

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 Exhibit B attached describing the new land subject to the Project.

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 seventy-four (74) Units and may, at the election of the Developer, be contracted to fifty-seven (57) Units. The Units numbered 21, 22, 23, 78-95 and associated Common Elements are contracted out of the Project as described on Schedule A. In all other respects, the provisions of the Article are ratified and confirmed.

4. Condominium Subdivision Plan. The Condominium Subdivision Plan attached as Exhibit B to the Master Deed as previously amended by the First Amendment is amended as shown on the Condominium Subdivision Plan attached as Schedule B to this Second 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 plans are created to benefit and/or burden the Condominium Project.

5. Maintenance of Units. Article IV Section 4.3 of the Master Deed is hereby amended as follows:

4.3.a. **Maintenance of Units.** Except as provided below, each Co-owner will maintain his or her Unit and the improvements thereof and any Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner will be individually responsible for all costs of maintenance, repair and replacement of the resident and any other improvements within the Co-owner's Unit, regardless of the cause of such maintenance, repair and replacement. Each Co-owner will also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. In no event will the Association be liable for the decoration, maintenance, repair or replacement of any portion of any residence or other improvement within a Unit.

For Units numbered 48-77, the Association will be responsible for groundskeeping, snow removal (including driveways and sidewalks), the maintenance, repair, and replacement of underground sprinkling and trash removal of normal household refuse. For purposes of this paragraph, the term groundskeeping shall include cutting of grassed areas, clean up of leaves, branches, and other natural debris, fertilizing of grassed areas, pruning of bushes and/or trees as reasonably necessary, and removal of dead or diseased trees as reasonably necessary. Groundskeeping does not include the replacement of any trees, landscaping, or grassed areas, treatment or fertilization of trees or plantings, or the maintenance of flower beds or vegetable gardens.

The appearance of all buildings, garages, patios, decks, open porches, screened porches and other improvements within a Unit will at all times be subject to the approval of the Association, except the Association may not disapprove the appearance of an improvement so long as maintained as constructed by the Developer or constructed with the Developer's approval. If any Co-owner fails to maintain the exterior of any residence or other improvement within the Co-owner's Unit as required by the Condominium Documents or the reasonable standards established by the Association, the Association, after notice to the Co-owner, may undertake such maintenance as may be necessary to bring the improvements, or plantings up to required standards and charge the cost thereof to the Co-owner responsible for the cleaning, decoration and/or maintenance. Except as provided above, the Association will in no event be obligated to repair any residence or other improvement located within or appurtenant to a Unit nor will the Association be obligated to make any capital expenditures of any type whatever with respect to such residences or improvements or to perform any maintenance or repair thereon.

If any Co-owner elects, with the prior written consent of the Developer or the Association, to construct or install any improvements within the Co-owner's Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

The costs of maintenance, repair and replacement of all General Common Elements described above will be borne by the Association including all storm water systems and easement areas except to the extent of repair and replacement due to the act or neglect of a Co-owner or his agent, uninvited visitor, invitee, family member or pet. Each Co-owner will be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him or her, or their family, guests, uninvited visitors, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there will be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner will bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws.

4.3.b. Election for Full Services. Co-owners of Units numbered 1-47, inclusive may elect to have their Units subject to the maintenance provision set forth above in Paragraph 4.3.a. (except as to the maintenance of underground sprinkling which shall not be available to Units numbered 1-47), by providing written notice to the Association indicating their election to be subject to Paragraph 4.3.a. Such written notice shall be submitted no less than thirty (30) days in advance of the date which the Co-owner desires the services to commence and shall obligate the Co-owner to pay the applicable assessment for such services for a minimum of twelve (12) months thereafter. In the event the Owner elects to be subject to Paragraph 4.3.a., the Owner shall pay the corresponding assessments charged to other Co-owners subject to 4.3.a. Any Co-owner electing to terminate the services provided in Section 4.3.a. may do so at any time after twelve (12) months of its election by providing written notice to the Association thirty (30) days in advance of the effective termination date.

6. Amendment of Bylaws: Section 2.3 of the Condominium Bylaws is hereby deleted and replaced in its entirety with the following provision:

2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, assessments levied against the Co-owners to cover expenses of administration will be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Section 2.2(a) above will be payable by Co-owners in advance in one annual payment (or in semi-annual, quarterly or monthly installments if the Board of Directors so determines), commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Notwithstanding the preceding paragraph, Units numbered 48-77, and all other Units which have elected pursuant to Section 4.3.b. of the Master Deed as amended, shall be subject to an annual assessment in an amount equal to the costs as determined by the Association from time to time, associated with the services provided pursuant to Section 4.3.a. and 4.3.b. of the Master Deed, as amended.

Each payment of any assessment in default for ten or more days will bear interest from the initial due date thereof at the rate of seven percent (7%) per annum (or such higher rate allowed by law as the Board of Directors shall determine) until each installment is paid in full. The Association may, pursuant to Section 20.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) will be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied which such Co-owner is the owner thereof. Payments on account of assessments in default will be applied as follows: first, to costs of collection

and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment; and third, to amounts in default in order of their due dates.

7. **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 Second Amendment are ratified and confirmed.

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

Witnesses:

Kimberly Melendez
Kimberly Melendez

Dawn C. Steward
Doreen A. Stanard

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

By: _____
Steven E. Bratschie
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 8th day of March, 2001, by Steven E. Bratschie, the President of New Line Development, L.L.C., a Michigan limited liability company, on behalf of the company.

Kimberly Melendez
Notary Public, Kent County, Michigan
My commission expires: 9-13-2005