

THIRD AMENDMENT TO MASTER DEED OF  
BROOK HOLLOW

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

THIS THIRD AMENDMENT TO MASTER DEED OF BROOK HOLLOW is made this 1<sup>st</sup> day of July, 2002, by New Line Development, L.L.C., a Michigan limited liability company, of 535 Greenwood, S.E., Grand Rapids, Michigan 49506 (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 1278-1357, inclusive, Kent County Records, as amended by:

i. First Amendment to Master Deed dated August 29, 2000, recorded August 30, 2000 in Liber 5138, Pages 1206-1220 inclusive, Kent County Records, and

ii. Second Amendment to Master Deed dated March 8, 2001, recorded March 14, 2001 in Liber 5323, Pages 467-481, 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) as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee, and/or until Developer has sold more than one-third (1/3) of the Units.

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

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

Provisions

The Developer amends the Master Deed as follows:

1. Maintenance of Units. Article IV Section 4.3 of the Master Deed is hereby amended to read 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.

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 1-77, inclusive, may elect to have their Units subject to the following maintenance: Groundskeeping, snow removal of driveways and sidewalks, and trash removal of normal household refuse. Such election is made by providing written notice to the Association indicating their election to be subject to Paragraph 4.3.b. Such written notice shall be submitted to the Association 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.b., the Owner shall pay the corresponding assessments charged to other Co-owners subject to 4.3.b. Any Co-owner electing to terminate the services provided in Section 4.3.b. 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. 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.

2. Electric Dog Fences. Article III Section 3.12 is hereby amended to read as follows:

3.12 **Animals.** No animals, birds or fowl may be kept or maintained on any Unit, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. The maximum number of dogs to be kept on one Unit is two. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal will be kept on any Unit. Owners will have full responsibility for any damage to persons or property caused by his or her pet. The owner is required to properly dispose of the waste his or her animal deposits on any property. No dog which barks and can be heard on any frequent or continuing basis will be kept on any Unit, including within any residence. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the restrictions imposed by this Section. The Association will have the right to require that any pets be registered with it any may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Witnesses:

Caren A. Steward  
Caren Steward

Kimberly Melendez  
Kimberly Melendez

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

By: Steven E. Bratschie  
Steven E. Bratschie  
Its: President

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KENT        )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2002, 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: 9/13/05