

**FIFTH AMENDMENT TO MASTER DEED OF
POINTE LAKE VILLAGE CONDOMINIUM**

(Act 59, Public Acts of
1978 as amended)

OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN No. 258 REPLAT No. 3

- (1) Fifth Amendment to Master Deed of Pointe Lake Village Condominium.
- (2) Exhibit "A" to Fifth Amendment to Master Deed: Affidavit of Mailing as to Notices required by Section 90(5) of the Michigan Condominium Act.
- (3) Exhibit "B" to Fifth Amendment to Master Deed: Affidavit of Members' Approval of Fifth Amendment.

No interest in real estate being conveyed hereby, no revenue stamps are required.

This Fifth Amendment to Master Deed
Drafted By and Return to After Recording:

KENNETH W. DOSS (P12905)
DOSS LAW, PLC
301 Hoover Blvd., Suite 500
Holland, Michigan 49423
(616) 396-9793

FIFTH AMENDMENT TO MASTER DEED

POINTE LAKE VILLAGE CONDOMINIUM

(Act 59, Public Acts of
1978 as amended)

Pointe Lake Real Estate Development, L.L.C., a Michigan limited liability company, of 17337 Mountain Plat Drive, Grand Haven, Michigan 49417 (the "Developer"), established Pointe Lake Village Condominium, a condominium project pursuant to the Master Deed thereof dated the 21st day of October, 1999, and recorded on the 21st day of October, 1999, at Liber 2730, Pages 560 - 616, inclusive, Ottawa County, Michigan records (the "Initial Master Deed"), being Ottawa County Condominium Subdivision Plan No. 258, as amended by the First Amendment to Master Deed dated the 14th day of November 2002, and recorded on the 15th day of November 2002, at Liber 3717, Pages 447 - 462, inclusive, Ottawa County, Michigan records (the "First Amendment to Master Deed"), as amended by the Second Amendment to Master Deed dated June 2, 2004, and recorded on the 11th day of June 2004, at Liber 4554, pages 764 - 766, inclusive, Ottawa County, Michigan records (the "Second Amendment to Master Deed"), as amended by the Third Amendment to Master Deed dated January 22, 2014, and recorded on the 23rd day of January 2014, as Instrument No. 2014-0002383, inclusive, Ottawa County, Michigan records (the "Third Amendment to Master Deed"), as amended by the Fourth Amendment to Master Deed dated September 12, 2014, and recorded on 09/22/2014, as Instrument No. 2014-0032572, inclusive, Ottawa County, Michigan records (the "Fourth Amendment to Master Deed"). The Initial Master Deed, the First Amendment to Master Deed, the Second Amendment to Master Deed, the Third Amendment to Master Deed, the Fourth Amendment to Master Deed, and this Fifth Amendment to Master Deed (the "Fifth Amendment to Master Deed") are hereinafter collectively referred to as the "Master Deed".

The Initial Master Deed, as amended by the First Amendment to Master Deed, the Second Amendment to Master Deed, the Third Amendment to Master Deed and Fourth Amendment to Master Deed for Pointe Lake Village Condominium, is hereby further amended by Pointe Lake Village Condominium Association, a Michigan nonprofit corporation (the "Association"), whose address is 11414 E. Lake Drive, Holland, Michigan 49424, along with the consent of the Members of the Association, pursuant to Section 90 of the Condominium Act (the "Act") and the provisions of Article VII of the Master Deed, for the purpose of revising the ARTICLE IV 4.3 Maintenance of the Master Deed

To accomplish these purposes, the Master Deed is amended as follows:

1.

AMENDMENT

4.3 Maintenance. The cost of maintenance, repair and replacement of all improvements within a unit shall be borne by the Co-Owner of the unit. The cost of maintenance, repair and replacement of any Limited Common Elements shall be paid by the Co-Owner of the unit or units to which such limited common elements are appurtenant and the Association in the following ratios:

(a) Pipes, ducts, wiring, and conduits located entirely within a condominium unit in servicing only that unit: 100% shall be paid 100% by the Co-owner.

(b) Four (4) season rooms: 100% of the exterior walls and roofs shall be paid by the Association.

(c) Decks: The structural posts and joists, including posts that start below the deck and continue above the deck which are structural components, shall be paid 100% by the Association; 100% of all other repairs, maintenance and replacement of the deck components, including but not limited to deck boards, balusters, decorative posts attached to the deck boards, and other nonstructural elements of the deck shall be paid by the co-owner.

(d) Patios, stoops and porches: 75% shall be paid by the Association and 25% shall be paid by the Co-owner.

(e) Driveways and sidewalks: 75% shall be paid by the Association and 25% shall be paid by the Co-owner.

(f) Fireplace combustion chamber and the separate furnace, water heater, air-conditioner, and compressor within or adjacent to the unit and servicing only that unit: 100 % shall be paid by the Co-owner.

(g) Automatic garage door opening mechanism: 100% shall be paid by the Co-owner

(h) Garage interior spaces and the interior surfaces of garage walls, ceilings, and floors: 100% shall be paid by the Co-owner

(i) Windows, sliders and screens: 50% of the windows and sliders shall be paid by the Association and 50% shall be paid by the Co-owner; 100% of the screens shall be paid by the Co-owner.

(k) Interior surfaces of perimeter walls, doors, ceilings, and floors within a condominium unit and four season rooms: 100% shall be paid by the Co-owner.

The Association shall invoice a Co-owner for the Co-owner's share of the cost of maintenance, repair, or replacement. Invoices payable upon receipt. If the Co-owner has not paid an invoice within 30 days of the date of the invoice, the invoice shall be treated like an assessment for collection purposes. The Association shall have all rights of collection as though the invoice was an assessment.

The appearance of the decks, patios, balconies, stoops and porches shall at all times be subject to approval of the Association. The cleaning and decorating of the Limited Common Elements shall be subject to the reasonable aesthetic and maintenance standards established by the Association. The maintenance, repair and replacement of Limited Common Elements shall be subject to the reasonable aesthetic, maintenance schedules and standards established by the Association. The maintenance, repair and replacement of all the Common Elements shall be

contracted for only by the Association. The Association shall invoice the Co-owner for the Co-owner's share of the costs. The Co-owner shall pay to the Association the Co-owner's share of the cost within 15 days of the date of the invoice. Any invoice to the Co-owner shall be treated in the same manner as a monthly assessment and all rights of collection of the invoice shall be the same as a monthly assessment. If a Co-owner contracts for the maintenance, repair or replacement of a Common Element, the Co-owner shall pay all costs of the maintenance, repair or replacement, even if the Association shall have all or part of the cost as set forth 4.3 (a)–(k). If a Co-owner does not keep the appearance and maintenance standard established by the Association of a Limited Common Element, the Association shall have the right to take such action as may be necessary to bring the Limited Common Element to the required standards and to charge the costs thereof to the owner responsible for cleaning, decoration and maintenance.

The cost of cleaning, decoration, maintenance, repair and replacement of all General Common Elements shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a co-owner or his agent, tenant, invitee, family member or pet.

2. Terms not defined in this Fifth Amendment shall have the meanings assigned to such terms in the Pointe Lake Village Condominium Master Deed.

3. Except as specifically amended and modified by this Fifth Amendment, all provisions of the Pointe Lake Village Condominium Master Deed shall remain in full force and affect.


4. In the event of a conflict or inconsistency between the terms of this Fifth Amendment and the terms of the Master Deed, as amended, the terms of this Fifth Amendment shall govern. In all other respects, other than as hereinabove indicated, the original Master Deed of Pointe Lake Village Condominium as recorded, including attachments, as amended, is hereby ratified and affirmed.

[Signature follows on Next Page]

The Association has duly executed this Master Deed on August 4, 2015.

ASSOCIATION:

POINTE LAKE VILLAGE CONDOMINIUM
ASSOCIATION, a Michigan nonprofit corporation

By: 
Michael Vander Ploeg

Its: President

STATE OF MICHIGAN
COUNTY OF OTTAWA

Acknowledged before me in Ottawa County, Michigan August 4, 2015, by Michael Vander Ploeg,
President of Pointe Lake Village Condominium Association, a Michigan nonprofit corporation,
on behalf of the corporation.


Kenneth W. Doss

Notary Public, State of Michigan, County of Ottawa
My commission expires: 02/16/2018

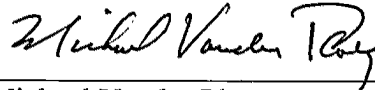
Exhibit "A"

Affidavit of Mailing as to Notices required by Section 90(5) of the Michigan Condominium Act

Michael Vander Ploeg, being duly sworn, deposes and says that:

1. He is the President of Pointe Lake Village Condominium Association.
2. On June 19, 2015, a copy of the Fifth Amendment to Master Deed of Pointe Lake Village Condominium was sent to all Co-owners of record in the Pointe Lake Village Condominium project as required by Section 90(5) of the Michigan Condominium Act, pursuant to the Co-owners roster maintained by the Pointe Lake Village Condominium Association. Such notices were sent by first class mail, postage fully prepaid, or by email.

Further deponent saith not.



Michael Vander Ploeg

STATE OF MICHIGAN
COUNTY OF OTTAWA

Acknowledged before me in Ottawa County, Michigan, on August 4, 2015 by Michael Vander Ploeg, President of Pointe Lake Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.



Kenneth W. Doss
Notary Public, State of Michigan, County of Ottawa,
My commission expires: 02/16/2018

Exhibit "B"

Affidavit of Members' Approval of Fifth Amendment

Michael Vander Ploeg, being duly sworn, deposes and says that:

1. He is the President of Pointe Lake Village Condominium Association. (the "Association").

2. On July 23, 2015, at the annual meeting of members of the Association, the Members of the Association voted to approve the amendment to ARTICLE IV 4.3 Maintenance to Master Deed of Pointe Lake Village Condominium by a more than 2/3 majority, and authorized and instructed the President to execute the same.

Further deponent saith not.



Michael Vander Ploeg

STATE OF MICHIGAN
COUNTY OF OTTAWA

Acknowledged before me in Ottawa County, Michigan, on August 4, 2015 by Michael Vander Ploeg, President of Pointe Lake Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.



Kenneth W. Doss
Notary Public, State of Michigan, County of Ottawa,
My commission expires: 02/16/2018