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OTTAWA COUNTY, MI

DANIEL C. KRUEGER

COUNTY CLERK/REGISTER OF DEEDS

02/14/2014 AT 12:45 PM

AMEND TO MASTER DEED 173.00

**AMENDED AND RESTATED MASTER DEED OF
PINEBROOK ESTATES CONDOMINIUMS
(ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 102**

This Amended and Restated Master Deed is made and executed on this 3rd day of February, 2014, by Pinebrook Estates Condominium Association, Inc., a Michigan Nonprofit Corporation, hereinafter referred to as "Association," whose registered office is located c/o 6705 N. Wentward Ct., Hudsonville, MI 49426, represented herein by Phillip L. Bradt, the President of Pinebrook Estates Condominium Association, Inc., who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Amended and Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended (and which is hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed for Pinebrook Estates Condominiums was recorded in Liber 1230 Pages 357 et seq., together with the First Amendment to Master Deed recorded in Liber 1292, Pages 83 et seq., Second Amendment to Master Deed recorded in Liber 1497, Pages 725 et seq., Third Amendment to Master Deed recorded in Liber 1801, Pages 907 et seq., Fourth Amendment to Master Deed recorded in Liber 1817, Pages 978 et seq., and Fifth Amendment to Master Deed recorded in Liber 1927, Pages 672 et seq., Ottawa County Records, all of which are superseded hereby with the exception of the Condominium Subdivision Plan attached to the original Master Deed, as previously amended, which is incorporated herein by reference as Exhibit B hereof.

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Pinebrook Estates Condominiums as a Condominium under the Condominium Act and does declare that Pinebrook Estates Condominiums (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be

a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Pinebrook Estates Condominiums, Ottawa Condominium Subdivision Plan No. 102, consisting of 160 Units, numbered 1-160. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in Pinebrook Estates Condominium Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

That part of the SW ¼, Section 21, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: Commencing at the S ¼ corner of Section 21; thence N00° 26'23"E 808.99 feet along the East line of said SW ¼ to the centerline of Port Sheldon Street; thence N00°26'23"E 800.0 feet along said East line; thence N88°15'37"W 155.01 feet parallel with the centerline of Port Sheldon Street to the PLACE OF BEGINNING of this description; thence S00°26'23"W 130.0 feet; thence N88°15'37"W 97.99 feet; thence S00°26'23"W 273.0 feet; thence N88°15'37"W 705.0 feet along a line which is parallel with and 397.0 feet Northerly of the centerline of Port Sheldon Street; thence N00°26'23"E 586.03 feet along the West line of the East 958 feet of said SW ¼, Section 21; thence S89°33'37"E 55.64 feet; thence Easterly 331.36 feet along a 567.0 foot radius curve to the right, the chord of which bears S72°49'06"E 326.66 feet; thence Easterly 355.56 feet along a 633.0 foot radius curve to the

left, the chord of which bears S72°10'06"E 350.91 feet; thence S88°15'37"E 99.49 feet to the place of beginning. This parcel contains 8.420 Acres.

Also:

Description of Pinebrook Estates Condominiums, lying Northerly of Meadowview Drive:

That part of the SW ¼, Section 21, T6N, R13W, Georgetown Township, Ottawa County, Michigan, described as: Commencing at the S ¼ corner of Section 21; thence N00° 26'23"E 1674.99 feet along the East line of said SW ¼; thence N88°15'23"W 253.00 feet along the Northerly line of Meadowview Drive (66.00 feet wide) to the PLACE OF BEGINNING of this description; thence Northwesterly 318.49 feet along said Northerly line on a 567.00 foot radius curve to the right, the chord of which bears N72°10'06"W 314.32 feet; thence Northwesterly 369.93 feet along said Northerly line on a 633.00 foot radius curve to the left, the chord of which bears N72°49'06"W 364.68 feet; thence N89°33'37"W 55.64 feet; thence N00°26'23"E 810.59 feet along the West line, East 958 feet, SW ¼, Section 21; thence S87°28'30"E 790.37 feet along the North line of said SW ¼; thence S00°26'23"W 132.20 feet; thence Easterly 26.30 feet along a 217.0 foot radius curve to the left, the chord of which bears N79°51'27"E 26.28 feet; thence Easterly 79.79 feet along a 283.0 foot radius curve to the right, the chord of which bears N84°27'45"E 79.53 feet; thence S87°27'37"E 63.02 feet; thence S00°26'23"W 66.04 feet along the East line of said SW ¼; thence N87°27'37"W 65.44 feet; thence Westerly 61.18 feet along a 217.00 foot radius curve to the left, the chord of which bears S84°27'45"W 60.98 feet; thence Westerly 79.79 feet along a 283.0 foot radius curve to the right, the chord of which bears S84°27'45"W 79.53 feet; thence N87°27'37"W 47.83 feet; thence S00°26'23"W 182.93 feet; thence S88°15'37"E 32.32 feet; thence S00°26'23"W 120.00 feet; thence N88°15'37"W 32.32 feet; thence S00°26'23"W 480.00 feet to the place of beginning. Subject to easements of record. This parcel contains 15.070 Acres.

ARTICLE III

DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B", but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of Pinebrook Estates Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Pinebrook Estates Condominiums, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any

provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Pinebrook Estates Condominium Association, Inc., a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Amended and Restated Condominium Bylaws of Pinebrook Estates Condominium Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit" or "Condominium Unit" each mean a single complete Unit in Pinebrook Estates Condominiums, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Amended and Restated Condominium Bylaws", "Amended and Restated Condominium Bylaws" or "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof and The Condominium Subdivision Plan, together with the Articles of Incorporation, Association Bylaws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.

H. "Condominium Project", "Condominium" or "Project" means Pinebrook Estates Condominiums as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed, as subsequently amended, that is incorporated herein by reference as Exhibit "B" hereof.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Pinebrook Estates Condominiums and the Act.

K. "Developer" shall refer to Pinebrook Partners, a Michigan co-partnership, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Amended and Restated Condominium Bylaws and the amended Condominium Subdivision Plan are attached or made applicable as exhibits.

N. "Percentage of value" means the percentage assigned to each Condominium Unit in Article VI hereof. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II hereof, including sidewalks, parking areas, roads, landscaping and plant materials installed by the Developer or the Association, retaining walls, vinyl and wood split rail fences, entryway signs and unassigned parking spaces;

(2) Utility Systems. The electrical, gas, telephone, plumbing (water and sanitary sewer) and cable television (if any) networks or systems throughout the Condominium, up to the point of service solely to any individual Unit;

(3) Storm Sewer. The storm drainage systems throughout the project;

(4) Construction. Foundations, supporting columns, unit and garage perimeter walls (including windows, doorwalls and doors therein), roofs, ceilings, floor construction and chimneys;

(5) Irrigation. The irrigation system throughout the Project, including wells, if any, water lines, shut offs, valves, sprinkler heads, timers, pumps and electrical equipment;

(6) Common Lighting. Common street, courtyard and walkway lighting throughout the Project;

(7) Storage Shed and Golf Carts. The storage shed and golf carts used by the Association in maintaining the Project;

(8) Beneficial Easements. The easements for ingress, egress and storm drainage identified in Article II hereof;

(9) Other. All elements of the project designated as general common elements in Exhibit "B" applicable to this Master Deed, and, such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and/or which are not designated as limited common elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") service single buildings containing more than one condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the Condominium Units in the subject building.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Garages. Each garage in the Condominium marked with a number, as shown on the Condominium Subdivision Plan, are Limited Common Elements limited in use to the Co-owner of the Unit whose number corresponds in number to such garage;

(2) Decks. Decks, as shown on the Condominium Subdivision Plan, are Limited Common Elements limited to the use of the Co-owners of the Units which open onto such Limited Common Elements;

(3) HVAC, Hot Water. Each individual air conditioner, compressor, furnace and hot water heater (including associated ductwork) is limited to the use of the Co-owners of the Unit serviced by the same;

(4) Parking Spaces. Each parking space marked with a number, as shown on Condominium Subdivision Plan, is limited in use to the Co-owner of the Unit whose number corresponds in number to such parking space;

(5) Interior Surfaces. Interior surfaces of Unit and garage perimeter walls, ceilings and floors contained within a Unit are limited to the sole use of the Co-owner of such Unit;

(6) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, the Limited Common Elements described above in subparagraphs B.(3) and (5), and those General Common Elements responsibility for which is assigned to Co-owners in the various subparagraphs of Subsection (II) below shall be borne by the Co-owner of the Unit, except as hereinafter described.

(I) Limited Common Elements for which the Association is Responsible. The Association shall be responsible for the costs of maintenance repair and replacement, except in cases of Co-owner fault, of the Limited Common Elements described above in subparagraphs B.(1), (2), (4) and (6). The Association shall also be responsible for outside water faucets and inside and outside garage lighting.

(II) Additional Responsibilities of Co-owners. In clarification of the Co-owners' responsibility under this Article IV, Section 1C(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace and air conditioner, humidifier, air cleaner, any personal alarm system, hot water heater, air conditioning compressor and coil, garbage disposal, dishwasher, range and oven, microwave, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters;
- (ii) Individual unit entry doors, screens, storm doors and related hardware serving the individual units;
- (iii) Electrical lines and fixtures from and including the breaker box servicing the Unit and gas and water lines, pipes, valves and fixtures, with the exception of mains serving other Units, from and including the gas and water meters servicing the Unit. Any modification to the existing electrical, water or gas system must be approved by the Board of Directors in writing and completed by licensed tradespeople;
- (iv) All sanitary drain lines from the point that such line first enters, or branches off to serve, an individual Unit;
- (v) All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware;
- (vi) Three season porch enclosures and related improvements;
- (vii) Awnings;
- (viii) Interior wall construction, all slab floors and finished flooring (even though some of these elements may be designated as a General Common Element);
- (ix) Garage door openers and remotes and all related hardware;
- (x) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim, regardless if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance, repair or replacement responsibilities as to a General Common Element;
- (xi) Co-owner installed landscaping and plantings;

- (xii) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Amended and Restated Condominium Bylaws, Exhibit A hereto, shall be borne by the Co-owner, except as otherwise provided in the Condominium Documents.
 - (xiii) All other items not specifically enumerated above which may be located within the space constituting an individual Unit.
- (b) Utility Charges. All costs of electricity, telephone, gas, water and any other utility services individually metered and billed to a Unit shall be borne by the Co-owner of the Unit to which such services are furnished, without right of reimbursement for services rendered to Common Element areas. All common utility charges shall be expenses of administration of the Association.
 - (c) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications of whatever nature, including but not limited to finished basements and skylights, even though approved by the Association or installed by the Developer, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.
 - (d) Irrigation Equipment. No Co-owner shall restrict or hinder the Association, contractors, or its agents from entering any Unit to maintain, repair or replace the irrigation system and/or controls (should the same be deemed necessary by the Association). Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association to avoid preventing reasonable accessibility to such equipment and shall at all times maintain reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Co-owners shall also not restrict, convert, alter or tamper with utility services servicing Common Element areas, regardless of the fact that the same may be metered to and paid by individual Co-owners, without prior written approval of the Association.

- (e) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.
- (f) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, material and appearance.

(2) Association Responsibilities:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements (except those assigned to the Co-owners in Subparagraph C.(1)(a)(II) above), and those responsibilities for Limited Common Elements specified in Subparagraph C.(1)(a)(I), above, shall be borne by the Association, subject to any provisions of this Article and the Amended and Restated Condominium Bylaws expressly to the contrary.
- (b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

ARTICLE V

USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. The Condominium consists of 160 units numbered and described on the Condominium Subdivision Plan from 1-160. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Pinebrook Estates Condominiums prepared by Exxel Engineering, Inc., made applicable hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines.

Section 2. Percentages of Value. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the value of each Co-owner's vote at meetings of the Association and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. The percentage of value assigned to each Unit shall be equal, as originally determined by the Developer. The total value of the Project is one hundred (100%) percent.

ARTICLE VII

EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, storm water discharge and communications including telephone and cable television lines.

There shall also be permanent easements to, through, over, under and across the Condominium Premises, including all units and interior walls, for the maintenance and repair (including replacement) of common elements, which easements shall be administered by the Association. Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements

located on the Condominium Premises to the public for such consideration as the Association shall determine in its sole discretion.

Section 3. Association's Easement For Maintenance, Repair and Replacement.

The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Amended and Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts of administration of the

Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII

AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90a(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

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SIGNATURES AND ACKNOWLEDGEMENT ON NEXT PAGE**

CERTIFICATION

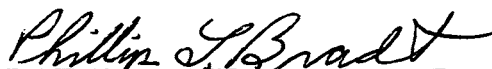
STATE OF MICHIGAN)
)SS
COUNTY OF OTTAWA)

I, Phillip L. Bradt, being first duly sworn, depose and state as follows:

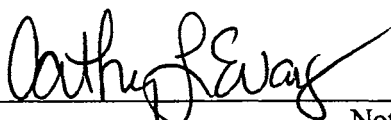
That I am the Board President for Pinebrook Estates Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed of Pinebrook Estates Condominium.

That the Amended and Restated Master Deed for Pinebrook Estates Condominium was submitted to all Co-owners of Units in Pinebrook Estates Condominium for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Pinebrook Estates Condominium at 6705 N. Wentward Court, Hudsonville, MI 49426.


Phillip L. Bradt

Acknowledged, subscribed and sworn to before me this 3 day of February, 2014.



Kent Notary Public
 County, Michigan

Acting in Ottawa County
My Commission Expires: 03/05/2019

CATHY L EVANS, Notary Public
State of Michigan, County of Kent
My Commission Expires 03/05/2019
Acting in the County of Ottawa

CERTIFICATION

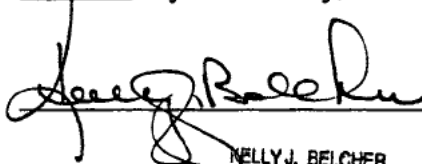
STATE OF MICHIGAN)
)SS
COUNTY OF OTTAWA)

I, Catherine E. Mills, being first duly sworn, depose and state as follows:

1. That I am the attorney for Pinebrook Estates Condominium Association, the Corporation named in and which executed the attached Amended and Restated Master Deed and Condominium Bylaws of Pinebrook Estates Condominium.
2. That I personally sent a copy of the attached Amended and Restated Master Deed and Condominium Bylaws of Pinebrook Estates Condominium and the ballot and notice required under Section 90a of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Ottawa County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed and Condominium Bylaws of Pinebrook Estates Condominium.
3. That (2/3) of said mortgages have consented to the attached Amended and Restated Master Deed and Condominium Bylaws of Pinebrook Estates Condominium in accordance with the provisions of Section 90a of the Michigan Condominium Act. Said consents will be maintained for a period of two years in the Pinebrook Estates Condominium file located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.


Catherine E. Mills

Subscribed and sworn to before me this
5th day of February, 2014.


NELLY J. BELCHER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 27 2018
ACTING IN COUNTY OF Oakland