

RECORDED

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EXHIBIT A
AMENDMENT TO THE CONDOMINIUM BYLAWS OF
BEECHRIDGE CONDOMINIUMS

R. J. ...
REGISTER OF DEEDS
OTTAWA COUNTY, MI

THIS AMENDMENT, effective October 18, 1996, hereby amends Exhibit A to the Consolidating Master Deed of Beechridge Condominiums recorded in Liber 1110, Page 728 through 766 at the Ottawa County Register of Deeds office. It is being made and executed by the Developer and by the Secretary and President of the Association, who are representing that at least a 2/3 majority vote of the members and of the mortgage holders was obtained regarding approval of this amendment.

ARTICLE I

ADMINISTRATION

Sections III and IV, Article VII, regarding Approval of Transfer or Lease is hereby deleted and replaced with the following:

"Section III. Leasing. Leasing shall be prohibited except under the following circumstances:

- 1) If all owners of a particular unit are in a nursing home and/or other assisted care resident facility because of a physical and/or mental infirmity, that unit may be leased pursuant to the restrictions delineated below during the period of infirmity; or
- 2) A unit may be leased for up to one year after the death of the last surviving owner of the unit pursuant to the restrictions delineated below.

Restrictions. No member shall lease less than an entire unit in the Condominium and no co-owner shall be permitted to lease a unit, except under written lease. In addition, no co-owner shall lease any unit more than two (2) times per year. The Board may, except to the extent prohibited by law, require a security deposit from any proposed tenant of a residential unit as a condition to the approval of any lease. The Board may place such other reasonable restrictions on the leasing of units as, in its sole

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discretion, may be necessary or advisable for the benefit of the co-owners and Association.

Section IV. Approval or Disapproval. Within twenty (20) days after receipt of the notice described in Section II, the Board must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser or new owner. If a proposed lease is disapproved, the Board shall provide the co-owner making the request with written explanation of the basis for disapproval. If a sale or transfer other than by lease is disapproved, the Association shall offer to purchase or provide another purchaser acceptable to it on terms not less favorable to the seller than those originally proposed, and said seller shall be bound to consummate the transaction with such approved purchaser within 30 days thereafter; provided, that, in the event of transfer of title by gift, devise or inheritance, the right of the Association to purchase or to provide another purchaser acceptable to it shall be based on the fair market value of the Apartment so acquired as determined by an independent appraisal thereof. If the Association shall fail to purchase, then notwithstanding said disapproval, the sale or continued ownership, as the case may be, shall be deemed to have been approved and a certificate of approval as provided herein to have been furnished.

Section V. Non Co-Owner Compliance.

(a) All non co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act.

(b) If the Board determines that a non co-owner occupant has failed to comply with the conditions of the Condominium Documents, or the provisions of the Act, the Board shall take the following actions.

(i) The Board shall advise the appropriate member by certified mail of the alleged violation by a person occupying his unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Board that a violation has not occurred.

(ii) If after fifteen (15) days the Board believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, an action for eviction against the non co-owner occupant and, simultaneously, for money damages against the member and non co-owner occupant for the breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by appropriate proceeding. The Association may hold both the non co-owner occupant and the member liable for any damages caused to the Condominium, including actual attorneys fees.

ARTICLE II

REMAINING TERMS AND PROVISIONS

To the extent that the remaining terms and provisions of Exhibit A to the Consolidating Master Deed do not conflict with the provisions contained in this Amendment to said Exhibit A to the Consolidating Master Deed, the same are hereby ratified and affirmed in their entirety.

IN WITNESS WHEREOF, the parties below described have duly executed this Amendment to the Exhibit A of the Master Deed on the day and year first above written.

WITNESSES:

Ruth Bosma
Ruth Bosma

Sandra L. Mathias
Sandra L. Mathias

Tulip A. Conner
Tulip A. Conner

Patricia A. LaDue
Patricia A. LaDue

OWEN AUKEMAN BUILDERS, INC.
Developer

By: Owen Aukeman
Owen Aukeman, President
Its President

By: Daniel O. Aukeman
Daniel O. Aukeman, Treasurer

BEECHRIDGE CONDOMINIUM ASSOCIATION,
INC.

By: Dickson R. Huyser
Dickson Huyser, President

By: E. Jack Musch
E. Jack Musch, Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

On this 18th day of October, 1996, before me, a Notary Public, in and for said County, appeared Owen A. Aukeman and Daniel O. Aukeman, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of Owen Aukeman Builders, Inc., the corporation named in and which executed the within instrument; and

that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said President and Secretary further acknowledged said instrument to be the free act and deed of said corporation.

KAREN J WALTERS
NOTARY PUBLIC STATE OF MICHIGAN
ALLEGAN COUNTY
MY COMMISSION EXPIRES 10/23/99

* Karen J Walters
Notary Public
Allegan County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

On this 19th day of October, 1996, before me, a Notary Public, in and for said County, appeared Dickson Huyser, to me personally known, who, being by me duly sworn, did say that he is the President of Beechridge Condominium Association, Inc., the corporation named in and which executed the within instrument; and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and said President further acknowledged said instrument to be the free act and deed of said association.

TULIP A. CONNER
NOTARY PUBLIC - ALLEGAN COUNTY, MI
MY COMMISSION EXPIRES 10/23/99

Tulip A. Conner
Notary Public
Allegan County, Michigan
My commission expires: 10.23.99

STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

On this 19th day of October, 1996, before me, a Notary Public, in and for said County, appeared E. Jack Musch, to me personally known, who, being by me duly sworn, did say that he is the Secretary of Beechridge Condominium Association, Inc., the corporation named in and which executed the within instrument; and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and said Secretary further acknowledged said instrument to be the free act and deed of said association.

TULIP A. CONNER
NOTARY PUBLIC - ALLEGAN COUNTY, MI
MY COMMISSION EXPIRES 10/23/99

Tulip A. Conner
Notary Public
Allegan County, Michigan
My commission expires: 10.23.99

PREPARED BY:
BLACK & NICEWANDER, P.C.
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Jenison, MI 49428
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