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Gary Scholten R.O.D.
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AMEND TO MASTER DEED \$23.00
Liber 005389 Page 00143

FIFTH AMENDMENT TO THE MASTER DEED OF
SOUTHBROOK COURT CONDOMINIUMS NO. 1

THIS AMENDMENT, effective March 16, 2007, hereby amends Exhibit A – Condominium Bylaws to the Master Deed of Southbrook Court Condominiums No. 1 recorded in Liber 633, Pages 186-206 inclusive, at the Ottawa County Register of Deeds, as amended by First Amendment recorded at Liber 764, Pages 230 – 245 inclusive, as amended by Second Amendment at Liber 1043, Pages 732 – 737 inclusive, and as amended by Third Amendment at Liber 1128, Pages 799 -803 inclusive, as amended by Fourth Amendment at Liber 3497, Pages 014-036, and is cited as the Ottawa County Condominium Subdivision Plan No. 10. It is being made and executed by the Secretary and President of the Association, who represent that approval of at least two-thirds of the members and mortgagees was obtained regarding this amendment.


ARTICLE I

ADMINISTRATION

Article VIII of the Condominium Bylaws, Exhibit A to the Master Deed, entitled Approval of Transfer or Lease is hereby deleted in its entirety and replaced with the following:

"ARTICLE VIII
LEASING

Section 1. Policy. No co-owner shall rent, lease or permit any Unit to be occupied by person(s) other than a Co-owner and his or her family members except as provided in this Article VIII. The Association has adopted a "no lease" policy under the provisions of which no Unit may be occupied by persons other than a Co-owner and the Co-owner's family, nor can members of the Co-owner's family occupy the unit without Co-owner's occupancy. The Association recognizes that in certain, very limited circumstances, occupancy of a Unit by person(s) not including the Co-owner benefits the Association and the Co-owner, but the Association intends that such non-Co-owner occupancy shall be subject to the prior written consent of the Board, which consent may be given or withheld in the Board's sole discretion, as governed by this Article. It is intended that this Article shall pertain to all situations where any Unit would be occupied by person(s) other than a Co-owner (and Co-owner's family members) regardless of the form or structure of the transaction (including permissive occupancy without payment). By way of example and not limitation, sham land contract sales that are really leases will not be permitted.

 Section 2. No Leases. From and after the date of the adoption of this Article, no Co-owner shall lease, rent or permit the occupancy of a Unit by any person other than a member of the Co-owner's family residing with the Co-owner, subject only to the exceptions set forth in this Article.

Section 3. Compliance. All tenants and other non-Co-owner occupants shall comply with all of the provisions of the Condominium Documents pertaining to the Project and all leases, rental agreements and other documents pertaining to non-Co-owner occupancy shall so state.

Section 4. Remedies. A Co-owner shall be responsible to the Association and all other Co-owners for the conduct of the Co-owner's tenants and other occupants. If a tenant or other non-Co-owner occupant of a Unit fails to comply with any provisions of the Condominium Documents, the Association also shall be entitled to utilize all available remedies against the tenant or other occupant as if such tenant or other occupant were a Co-owner and, in addition, shall be entitled to evict the tenant through use of the summary proceedings act (or similar procedure) and/or through any procedure set forth in, or authorized by, the Condominium Act. When a co-owner is in arrearage to the Association for assessments or any other sums, the Association may give written notice of the arrearage to the Co-owner's tenant or other occupant and, after receiving the notice, the tenant or other occupant shall deduct from payments due the Co-owner the arrearage and future sums owed to the Association as they fall due and

pay them to the Association. Such payments shall not constitute a default of any lease or other agreement between the tenant or other occupant and the Co-owner and the failure to pay such sums to the Association shall constitute a failure to comply with the Condominium Documents by the tenant or other occupant and shall entitle the Association to take appropriate action.

Section 5. No Liability. No Co-owner, proposed tenant or other third party should assume that any proposal for non-Co-owner occupancy of a Unit under this Article will be approved. Any transaction involving a proposed lease or transfer of occupancy of a Unit should be made contingent on the Co-owner's receipt of a written approval by the Board. The Association, its members, the Board and anyone acting on their behalf shall not be liable to any Co-owner, proposed tenant or other person for any denial of any proposal to lease or transfer occupancy to a non-Co-owner or for any other action taken or not taken in connection with such a proposal so long as a failure to exercise good faith is not proven."

ARTICLE II

REMAINING TERMS AND PROVISIONS

To the extent that the remaining terms and provisions of Exhibit A to the Master Deed do not conflict with the provisions contained in this Fifth Amendment to said Exhibit A, 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.

SOUTHBROOK COURT CONDOMINIUMS,
INC.

By: *Roland Van Noord*
Roland VanNoord, President

By: *Carol Burman*
Carol Burman, Secretary

Acknowledged before me on March 16, 2007 in Ottawa County, Michigan, by Roland VanNoord, President of Southbrook Court Condominiums, Inc.

SHERRI ZANDBERGEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Sept. 24, 2011
Acting in the County of Ottawa

Sherrí Zandbergen
Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires: 9/24/11

Acknowledged before me on March 16, 2007, in Ottawa County, Michigan, by Carol Burman, Secretary of Southbrook Court Condominiums, Inc.

SHERRI ZANDBERGEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Sept. 24, 2011
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PREPARED BY:

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