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**2011-0028784**  
**FILED/SEALED FOR RECORD IN**  
**OTTAWA COUNTY, MI**  
**GARY SCHOLTEN R.O.D.**  
**08/18/2011 AT 3:03 PM**  
**AMEND TO MASTER DEED 26.00**

## **FOURTH AMENDMENT TO THE MASTER DEED OF THE VILLAS OF HIDDEN SHORES**

THIS AMENDMENT, effective August 10, 2011, hereby amends the Master Deed of The Villas of Hidden Shores recorded in Liber 4105, Pages 744 through 798; AND First Amendment to the Master Deed recorded in Liber 4258, Pages 277 through 281; AND Second Amendment to the Master Deed recorded in Liber 4772, Pages 409 through 427; AND Third Amendment to the Master Deed recorded as File No. 2011-0013618 at the Ottawa County Register of Deeds office, and is cited as the Ottawa County Subdivision Plan No. 349. 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 eligible to vote were obtained regarding this amendment. This Amendment does not require the consent of two-thirds of mortgagees pursuant to Section 559.190a of the Michigan Condominium Act. It is also being executed by the Developer of the Condominium Project, Grand Valley Developers LLC.

ARTICLE I

DEFINITIONS

Article III(I) of the Master Deed entitled Definitions regarding Development Period is hereby deleted in its entirety and replaced with the following language:

**“(I) “Development Period” means the period commencing with the recording of the Master Deed and ending on the 8<sup>th</sup> anniversary date of the recording of this Fourth Amendment to said Master Deed, or until the Developer has sold all units in the Project, whichever occurs first. The Development Period shall terminate if Developer fails to meet its obligations in accordance with the Development Agreement with the Association dated July 29, 2011, and fails to cure said default within thirty (30) days after written notice thereof. At the end of the Development Period, the Developer will be required to pay full condominium dues on each unit that it owns or is constructing. If Developer continues to pay full dues on said units, the Association will allow Developer additional time to complete the sale and/or construction of such units. Failure by the Developer to pay full condominium dues within thirty (30) days of the assessment due date will result in forfeiture of the unit to the Association. In this case, the Developer hereby appoints the Association as agent and attorney to convey title of the Developer owned units.”**

ARTICLE II

RESTRICTIONS ON DEVELOPER RIGHTS

A. The first sentence contained in Article VII.A(b) of the Master Deed entitled

Material Change is hereby deleted and replaced with the following language:

**“(b) Material Change. Amendments may be made by the Association even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees.”**

B. Article X and XI of the Master Deed entitled Contraction of Project and

Expansion of Project are both hereby deleted in their entirety.

C. A new Section is hereby added to the Exhibit B to the Master Deed as follows:

**"ARTICLE XX**

**RESTRICTIONS ON DEVELOPER RIGHTS**

**Notwithstanding anything to the contrary contained in the Condominium Documents, Developer's right to continue construction during the eight (8) year period granted herein shall be limited to units already described in the Exhibit B to the Master Deed, as amended, and the general and limited elements appurtenant thereto."**

ARTICLE III

**REMAINING TERMS AND PROVISIONS**

To the extent that the remaining terms and provisions of the Master Deed and all amendments thereto do not conflict with the provisions contained in this Fourth Amendment to said 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 Master Deed on the day and year first above written.

**THE VILLAS OF HIDDEN SHORES  
CONDOMINIUM  
ASSOCIATION, INC.**

By: \_\_\_\_\_

**Ben Haynes  
Its President**

THE VILLAS OF HIDDEN SHORES  
CONDOMINIUM  
ASSOCIATION, INC.

By: *Roberta Jones*  
Roberta Jones  
Its Secretary

Acknowledged before me on August 10, 2011, in Ottawa County, Michigan,  
by Ben Haynes, President of The Villas of Hidden Shores Condominium Association, Inc.

GAIL L. IKERD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires **OCTOBER 1, 2013**  
Acting in the County of Ottawa

*Shirley L. Beard*  
Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: 10-1-13

Acknowledged before me on August 10, 2011, in Ottawa County, Michigan,  
by Roberta Jones, Secretary of The Villas of Hidden Shores Condominium Association,  
Inc.

GAIL L. IKERD  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires **OCTOBER 1, 2013**  
Acting in the County of Ottawa

*Shirley L. Beard*  
Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: 10-1-13

GRAND VALLEY DEVELOPERS LLC,  
Developer

By: *Mitchell G. Koster*  
Mitchell G. Koster  
Its Authorized Member

Acknowledged before me on August 12, 2011, in Ottawa County, Michigan,  
by Mitchell G. Koster, authorized member of Grand Valley Developers, LLC.

Prepared by:  
Donald A. Nicewander  
Nicewander, Berens & DeVries PLLC  
513 Baldwin  
Jenison, Michigan 49428

Gail L. Ikerd  
Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: 10-1-13

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**GAIL L. IKERD**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OTTAWA**  
**My Commission Expires OCTOBER 1, 2013**  
**Acting in the County of Ottawa**