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**2013-0022116**  
**FILED/SEALED FOR RECORD IN**  
**OTTAWA COUNTY, MI**  
**DANIEL C. KRUEGER**  
**COUNTY CLERK/REGISTER OF DEEDS**  
**05/10/2013 AT 3:53 PM**  
**AMEND TO MASTER DEED 23.00**

**FIFTH AMENDMENT TO THE MASTER DEED OF**  
**THE VILLAS OF HIDDEN SHORES**

THIS AMENDMENT, effective May 8, 2013, 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; AND Fourth Amendment to the Master Deed recorded as File No. 2011-0028784 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(l) of the Master Deed entitled Definitions regarding Development Period is hereby deleted in its entirety and replaced with the following language:

**“(l) “Development Period” means the period commencing with the recording of the Master Deed and ending on the August 10, 2019, 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 any amendments thereto and fails to cure said default within thirty (30) days after written notice thereof. At the end of the Development Period, if the Developer pays full condominium dues on each unit that it owns or is constructing, the Association will allow Developer an additional period of 2 years, until August 10, 2021, 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. In no event shall the Developer have the right to withdraw any undeveloped portions of the Project from the Project.”**

ARTICLE II

RESTRICTIONS ON DEVELOPER RIGHTS

Article II C added by way of the Fourth Amendment to the Master Deed is hereby deleted in its entirety and replaced with the following language:

**“ARTICLE XX**

**RESTRICTIONS ON DEVELOPER RIGHTS**

**Notwithstanding anything to the contrary contained in the Condominium Documents, Developer’s right to continue construction of units during the period granted herein shall be limited to units that have a minimum of 1,230 square feet. All such units shall be constructed with exterior materials that are the same as, or substantially similar to, the appearance and quality of the exterior materials utilized on fully completed units in the**

Project so that all remaining units will be aesthetically similar to the existing units in the Project. Changes to the exterior elevations of a unit shall require the approval of the Association's board of directors, which approval will not unreasonably be withheld."

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 Fifth 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: Robert L. Koetsier  
Robert Koetsier  
Its President

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

By: Roberta Jones  
Roberta Jones  
Its Secretary

Acknowledged before me on May 8, 2013, in Ottawa County, Michigan, by Robert Koetsier, President of The Villas of Hidden Shores Condominium Association, Inc.

Gail L. Ikerd  
Notary Public

Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: 10-1-13

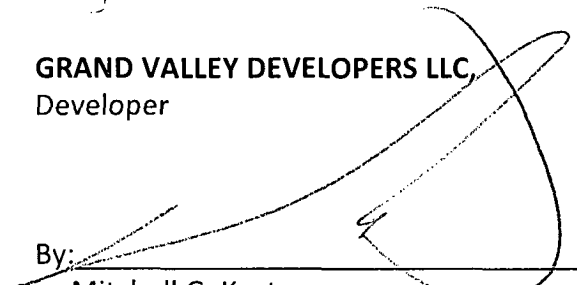
**GAIL L. IKERD**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OTTAWA**  
**My Commission Expires OCTOBER 1, 2013**  
**Acting in the County of Ottawa**

Acknowledged before me on May 8, 2013, 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**

Gail L. Ikerd  
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  
Its Authorized Member

Acknowledged before me on May 8, 2013, 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  
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**GAIL L. IKERD**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OTTAWA**  
**My Commission Expires OCTOBER 1, 2013**  
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