

**SIXTH AMENDMENT TO MASTER DEED  
OF PARK PLACE CONDOMINIUM**

This Sixth Amendment to Master Deed of Park Place Condominium (this "**Amendment**") is made as of March 20, 2025, by Park Place Condominium Association of Ferrysburg, Inc., a Michigan non-profit corporation whose registered office is located at 17589 Park Place Circle, Spring Lake, MI 49456, (the "**Association**"), with reference to the following facts and circumstances:

A. The Association is the association of co-owners for Park Place Condominium (the "**Project**"), a condominium project established in accordance with the Michigan Condominium Act, being Act 59 of the Michigan Public Acts of 1978, as amended (the "**Act**"), pursuant to the Master Deed dated December 13, 1996 and recorded in Liber 2160, Page 614, Ottawa County Records, as amended by (1) the First Amendment to Master Deed, dated April 17, 2000, recorded in Liber 2822, Page 404, Ottawa County Records; (2) the First Amendment to the Bylaws, dated August 16, 2001, recorded in Liber 4401, Page 557, Ottawa County Records; (3) the Second Amendment to the Bylaws, dated July 1, 2003, recorded in Liber 4401, Page 558, Ottawa County Records; (4) the Second Amendment of Master Deed, dated February 1, 2005, recorded in Liber 4773, Page 787, Ottawa County Records; (5) the Third Amendment of Master Deed, dated May 31, 2012, recorded as Instrument No 2012-0024421, Ottawa County Records (collectively, the "**Master Deed**").

B. The Association hereby further amends the Master Deed for the purpose of clarifying the descriptions of the common elements of the Project and allocating the responsibilities therefor, as the same have been amended from time to time, in accordance with Section 90 of the Act and Paragraph 15 of the Master Deed. This Amendment has been approved by not less than two thirds of the Co-Owners and first mortgagees.

C. This Amendment is the sixth amendment to the Master Deed, each of the foregoing five amendments having amended the Master Deed (including the Exhibit A Condominium Bylaws which are part of the Master Deed), and is therefore titled Sixth Amendment to Master Deed of Park Place Condominium.

NOW THEREFORE, the Association does hereby amend the Master Deed as follows:

1. Paragraph 6(a) of the Master Deed is hereby deleted, superseded, and replaced in its entirety with the following:

"(a) The general common elements, as described herein, are for the use and enjoyment of the Co-Owners of all Units subject to such charges as may be assessed to defray the costs of operation thereof. Said general common elements are:

(1) The land described in Paragraph 3 hereof, including all easement interests of the condominium for purposes including, but not limited to, ingress and egress, water, sanitary sewer, storm sewer, gas, electricity, surface and shore bottom of any temporary or permanent pond or water containment area, and telephone;

(2) The roads, sidewalks, yards, lawns, gardens, trees, shrubs, and other plantings;

(3) Those portions of the electrical service installations, telephone, cable TV and communications wiring and networks throughout the Project which do not serve only an individual Unit;

(4) Those portions of the plumbing, water distribution system, sanitary sewer system, and gas lines throughout the Project which do not serve only an individual Unit;

(5) The storm drainage system throughout the Project;

(6) The foundations, exterior walls (excluding windows and doors therein), structural interior walls, ceiling joists and structural elements, floor joists and structural elements, including the subfloor, deck joists, chimneys, roofs and roof structures, all as shown on the Condominium Subdivision Plan;

(7) The portions of any parking space not otherwise designated as a limited common element in the Condominium Subdivision Plan attached hereto as Exhibit B;

(8) All other elements of the Project not herein designated as limited common elements which are not enclosed within the boundaries of a Unit or designated as part of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Project."

2. Paragraph 6(b) of the Master Deed is hereby deleted, superseded, and replaced in its entirety with the following:

"(b) The limited common elements, as described herein, are reserved for the use of specified Units as set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Said limited common elements are:

(1) Decking, deck surfaces, railings, balconies, and patios appurtenant to each Unit in the Project, if any;

(2) Driveways, as shown on the Condominium Subdivision Plans;

(3) The drywall, flooring, and other material used to finish the interior of a Unit's exterior walls, floors, and ceilings, from the studs, subfloor and ceiling joists to the interior finished unpainted surfaces of such materials, and the doors and windows within the exterior walls;



(4) The utility lines, systems, pipes, ducts, wiring, facilities, and components supplying electricity, gas, water, telephone, television, or other utility service only to an individual Unit, from the point of lateral connection with a general common element of the Project or utility line or system owned by the local public authority or company providing the service;

(5) The separate heating systems and air conditioning systems, water heater, compressor and similar or related facilities located within a Unit or serving that Unit alone;

(6) The garage areas appurtenant to each Unit and located below the building's roof and ceiling structure, as shown on the Condominium Subdivision Plan, and the drywall or other materials, if any, used to finish walls, floors, and ceilings, from the studs, ceiling joists, and concrete garage floor inward."

3. Paragraph 6(c) of the Master Deed is hereby deleted, superseded, and replaced in its entirety with the following:

"(c) Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the common elements will be as follows:

(i) General Common Elements. The Association is responsible for and shall bear the costs of the maintenance, repair, and replacement of all general common elements, except that a Co-Owner shall be responsible for the cost of repair or replacement due to damage to the general common elements caused by the act or omission of a Co-Owner or their guest, employee, agent, invitee, uninvited visitor, or pet. The Association may complete repairs or replacements resulting from such damage and assess the costs thereof to the Co-Owner.

(ii) Limited Common Elements. The Association is responsible for and shall bear the costs of the maintenance, repair, and replacement of the limited common elements listed in subparagraph 6(b)(1) (decks, patios, etc.) and subparagraph 6(b)(2) (driveways), except that a Co-Owner shall be responsible for the cost of repair or replacement due to damage to such limited common elements caused by the act or omission of a Co-Owner or their guest, employee, agent, invitee, uninvited visitor, or pet. The Association may complete repairs or replacements resulting from such damage and assess the costs thereof to the Co-Owner. Otherwise, each Co-Owner is responsible for and shall bear the costs of the maintenance, repair, and replacement of all other limited common elements appurtenant to their Unit. The Association is not responsible for the maintenance, repair, or replacement of any limited common elements other than those set forth in subparagraphs 6(b)(1) and 6(b)(2). Limited common elements appurtenant to more than one Unit (other than those set forth in subparagraphs 6(b)(1) and 6(b)(2)) will be maintained by the Co-Owners of those Units as they agree, or in the absence of agreement, as directed by the Association. The maintenance, repair, and replacement of limited common elements by Co-Owners shall be subject to the provisions of this Master Deed and any rules and regulations of the Project, including, without limitation, required Association approvals as provided in Article VI, Section 1(b) of the Bylaws with respect to items that affect external appearance, structural integrity, or the soundness, safety, or appearance of the Project (which shall include Association



approval of the make, model, and specifications of any replacement exterior doors and windows).

4. The following is hereby added to Paragraph 7 of the Master Deed as a new Paragraph 7(d):

"(d) Each Co-Owner shall repair, replace, decorate, and maintain his Unit and the fixtures, trim, finishings, and other improvements within or upon the Unit, and any limited common elements appurtenant thereto for which he has maintenance responsibility, in a safe, clean, and sanitary condition. Each Co-Owner will be individually responsible for all costs of such maintenance, repair, replacement, decoration, and maintenance."

5. Paragraph 7(a)(3) of the Master Deed is hereby deleted.

6. The second sentence of Section 4 of Article III of Exhibit A to the Master Deed (By-Laws of Park Place Condominium) is hereby amended to delete the phrase "ten (10%) percent per annum" and replace it with "seven (7%) percent per annum".

7. Subsections 1(a) and 1(b) of Article IV of Exhibit A to the Master Deed (By-Laws of Park Place Condominium) are hereby deleted, superseded, and replaced in their entirety with the following:

"(a) The Association shall obtain and maintain insurance against fire and other perils covered by a standard extended coverage endorsement, upon the general common elements and the limited common elements for which the Association has responsibility (specified in subparagraphs 6(b)(1) and 6(b)(2) of the Master Deed), in an amount no less than the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors. The Association may also carry insurance to cover such other perils as the Board of Directors may deem appropriate, including vandalism and malicious mischief. The liability coverage carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of Co-Owners as a group to another Co-Owner. All insurance purchased by the Association shall be for the benefit of the Association, the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

(b) Co-Owners shall obtain and maintain insurance, at their own expense, against fire and other perils covered by a standard extended coverage endorsement, upon their units (including any fixtures, trim, finishings, and other improvements within) and the limited common elements for which the Co-Owner has responsibility (specified in subparagraphs 6(b)(3), 6(b)(4), 6(b)(5), and 6(b)(6) of the Master Deed), in an amount no less than the maximum insurable replacement value. The Association shall not be required to obtain or provide insurance covering the units or limited common elements for which Co-Owners have responsibility. Notwithstanding the foregoing, the Association may elect to obtain such insurance, as determined annually by the Board of Directors. If the Association elects to obtain insurance as provided above with respect to the units and limited common elements for which Co-Owners have responsibility, then the Association shall notify the Co-Owners from time to time, and the Co-Owners shall not be required to obtain insurance upon the units and limited common elements for which Co-Owners have responsibility so long as the Association maintains and keeps such insurance in effect. If the Association ceases to carry

such insurance at any time, the Association shall notify the Co-Owners and the Co-Owners shall obtain such insurance upon their respective units and limited common elements for which they have responsibility without permitting any gaps in coverage. Co-Owners shall provide evidence of required insurance coverage to the Association upon request. All insurance carried by the Association or any Co-Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Co-Owner or the Association for insured losses. Co-Owners may also obtain, at their own expense (and the Association shall not be required to obtain), insurance coverage for Co-Owners' personal property, and for their personal liability for occurrences within the project, and for alternative living expenses in the event of temporary loss of the Co-Owner's residence."

8. Subsections 1(b) and 1(c) of Article V of Exhibit A to the Master Deed (By-Laws of Park Place Condominium) are hereby deleted, superseded, and replaced in their entirety with the following:

"(b) The Association shall be responsible for and shall bear the costs of the reconstruction and repair of the general common elements and of the limited common elements for which the Association has responsibility.

(c) Each Co-owner shall be responsible for and shall bear the costs of the reconstruction, repair, and maintenance of their unit and the fixtures, trim, finishings, and other improvements within, and any limited common element appurtenant thereto for which the Co-Owner has responsibility, except to the extent that any such reconstruction or repair is covered by insurance maintained by the Association. Each Co-Owner shall also be responsible for the costs of any reconstruction, repair, or maintenance of common elements or other units by the act or omission of a Co-Owner or their guest, employee, agent, invitee, uninvited visitor, or pet (provided, however, that this provision will not be construed to give an insurer any subrogation right or other claim against a Co-Owner, which rights are waived)."

Except as amended by this Amendment, the Master Deed of Park Place Condominium, including all previous amendments as recorded and stated above, is by this document ratified, confirmed, and redeclared.

*Remainder of Page Intentionally Left Blank*

*Signature page and notary to follow*



Dated: March 20, 2025

PARK PLACE CONDOMINIUM  
ASSOCIATION OF FERRYSBURG, INC.

By: Sue Vredevoogd  
Sue Vredevoogd  
Its: President

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF OTTAWA    )

The foregoing instrument was acknowledged before me this 20th day of March, 2025 by Sue Vredevoogd, on behalf of Park Place Condominium Association of Ferrysburg, Inc., a Michigan non-profit corporation, as its President.

Drafted by and after recording return to:  
Benjamin P. Stoep  
SCHOLTEN FANT  
P.O. Box 454  
Grand Haven, MI 49417

Darlene J. Poll  
Darlene J. Poll  
Darlene J. Poll, Notary Public  
Ottawa County, Michigan  
Acting in Ottawa County, Michigan  
My commission expires: 9/21/2025