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Kent County, MI



FEB 06 2023

**THIRD AMENDMENT TO THE  
MASTER DEED OF GEORGETOWN OF GRAND RAPIDS**

Amendment No. 3 to Kent County Condominium Subdivision Plan No. 43.

1. Third Amendment to Master Deed.
2. Exhibit A to Third Amendment to Master Deed: Affidavit of Service as to Notices required by Section 90(5).
3. Exhibit B to Third Amendment to Master deed: Certification of Co-owner and Mortgagee Consent to Third Amendment.

No interest in real property is being conveyed by this Third Amendment to Master deed; no revenue stamps are required.

Drafted by and after recording return to:

John M. Guinan

Guinan Bisonet, PLLC

128 Columbus Ave.

Grand Haven, MI 49417

**THIRD AMENDMENT TO THE  
MASTER DEED OF GEORGETOWN OF GRAND RAPIDS**

This Third Amendment to the Master Deed of Georgetown of Grand Rapids is made on January 9, 2023 by Georgetown of Grand Rapids Condominium Association (the "Association"), a Michigan non-profit corporation, of 2436 Village Drive SE, Grand Rapids, Michigan 49506.

WHEREAS, the Association, a nonprofit corporation organized for the administration and management of Georgetown of Grand Rapids, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 2253 Page 1213 *et seq.*, together with the First Amendment thereto, recorded in Liber 2296 Page 802 *et seq.*, and Second Amendment thereto, recorded in Liber 5005 Page 997 *et seq.*, Kent County Records, and known as Kent County Condominium Subdivision Plan No. 43, desires to further amend the Master Deed. The Master Deed for Georgetown of Grand Rapids, as previously amended, shall be referred to as the "Master Deed."

WHEREAS, the Condominium Bylaws for Georgetown of Grand Rapids, Exhibit A of the Master deed, recorded in Liber 2253 Page 1224 *et seq.*, were previously amended along with the First Amendment to the Master Deed, recorded in Liber 2296 Page 802 *et seq.*, and with the Second Amendment to the Master Deed, recorded in Liber 5005 Page 997 *et seq.* The Association desires to further amend the Condominium Bylaws, pursuant to the authority granted by Section 90 of the Michigan Condominium Act, as amended (MCL 559.190).

WHEREAS, this Third Amendment shall not enlarge the common elements of the existing condominium project or alter the existing percentages of value in the project. As indicated by the certification, attached as Exhibit B to this Third Amendment, the Association has obtained the necessary approval of the Co-owners and mortgagees having an interest in the project, as required by Section 90 of the Michigan Condominium Act (MCL 559.190), and shall be recorded with the Register of Deeds for Kent County, as required by Section 73 of the Michigan Condominium Act (MCL 559.173).

NOW THEREFORE, the following changes are hereby made to Georgetown of Grand Rapids Master Deed and Condominium Bylaws:

- I. Article IV of the Master Deed shall be amended, in its entirety, to read as follows:

ARTICLE IV  
COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, repair, and replacement thereof, are as follows:

A. The General Common Elements are:

- (1) The land described in Article II hereof, including all easement interests of the Condominium in the land provided to it for ingress and egress;

- (2) The carports, roads, driveways, parking spaces, sidewalks, yards, gardens, trees, shrubs, and other plantings (other than yards, gardens, trees, shrubs, or other plantings described in IV(B)(2), below);
- (3) The electrical, telephone, and/or television wiring networks throughout the Project (other than electrical, telephone, and/or television wiring described in IV(B)(3), below), including those contained within common walls, up to the point of lateral connections for Apartment service;
- (4) The plumbing and gas line networks throughout the Project, including those contained within common walls, up to the point of connection with plumbing fixtures or appliances that are located within or appurtenant to any Apartment;
- (5) The heating and/or air-conditioning ductworks and conduits throughout the Project, including those contained within common walls, floors, or ceilings;
- (6) The water distribution system, sanitary sewer system, and storm drainage system serving the Project;
- (7) The foundations, roofs, perimeter walls, ceilings (other than ceilings described in IV(B)(9), below), floors (other than floors described in IV(B)(10), below), windows (other than windows described in IV(B)(7), below), doors (other than doors described in IV(B)(8), below), chimneys, halls, lobbies, stairways (other than those located within an Apartment), entrances (other than those located within or appurtenant to an Apartment), and exits (other than those located within or appurtenant to an Apartment) of the Project;
- (8) The storage areas, except those that are within the boundaries of an Apartment or within the boundaries of a Limited Common Element appurtenant to an Apartment;
- (9) The swimming pool, guest house, community building, and other recreational areas constructed on the land described in Article II; and
- (10) All other Common Elements of the Project not herein designated as Limited Common Elements, which are not appurtenant to or enclosed within the boundaries of an Apartment and which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

B. The Limited Common Elements are:

- (1) The patio and/or balcony appurtenant to each Apartment in the Project, and the vestibule appurtenant to certain of the Apartments;
- (2) Yards, gardens, trees, shrubs, or other plantings that are located within the boundaries of a Limited Common Element appurtenant to any Apartment;

- (3) Pipes, ducts (other than HVAC ducts), wiring, conduits (other than HVAC conduits), telephone wiring, and/or television wiring that are appurtenant to or located within any Apartment;
  - (4) The separate furnaces, air-conditioner units, and/or water heater units that are appurtenant to or located within each Apartment in the Project;
  - (5) The interior perimeter walls, to the studs, which are appurtenant to or located within each Apartment (including drywall, paint, and insulation);
  - (6) All non-perimeter interior walls, to the studs, located within each Apartment (including drywall, paint, and insulation);
  - (7) The interior and exterior windows that are appurtenant to or located within each Apartment;
  - (8) The interior and exterior doors, including but not limited to glass doors, sliding doors, and storm doors, which that are appurtenant to or located within each Apartment;
  - (9) The ceilings, to the joists, located within each Apartment (including drywall and paint but excluding insulation); and
  - (10) The floors, to the joists, located within each Apartment (including subfloors and finish floors but excluding insulation, if any).
- C. The respective responsibilities for the decoration, maintenance, repair, and/or replacement of the Common Elements are as follows:
- (1) Except as otherwise provided in this Master Deed or in the Condominium Bylaws, decorating, maintaining (including but not limited to painting), repairing, and/or replacing all items listed in IV(B)(2), IV(B)(3), IV(B)(5), IV(B)(6), IV(B)(7), IV(B)(8), IV(B)(9), and IV(B)(10), and the costs associated with such decorating, maintaining, repairing, and/or replacing, shall be the sole responsibility of the Co-owner of the Apartment to which such items are located within or are appurtenant.
  - (2) All exterior painting of items listed in IV(B)(7) and IV(B)(8), above, shall be the same as or similar to, in color and design, all other similar windows and/or doors within the Project. All Co-owners shall seek, in writing, approval for proposed paint color and design prior to painting any exterior door or window. The Board of Directors shall, at its discretion, grant or deny such approval.

- (3) Decorating, maintaining, repairing, and/or replacing patio flooring, including but not limited to cement, decking, or tiling, and the costs associated with such decorating, maintaining, repairing, and/or replacing, shall be the sole responsibility of the Co-owner of the Apartment to which the patio is appurtenant; decorating, maintaining, repairing, and/or replacing balcony flooring, other than the balcony subfloor, including but not limited to decking and tiling, and the costs associated with such decorating, maintaining, repairing, and/or replacing, shall be the sole responsibility of the Co-owner of the Apartment to which the balcony is appurtenant.
  - (4) Decorating, maintaining, repairing, and/or replacing balcony walls and ceilings, including but not limited to cleaning and painting, and the costs associated with such decorating, maintaining, repairing, and/or replacing, shall be the sole responsibility of the Co-owner of the Apartment to which such items are appurtenant. The Association shall be responsible for the maintenance, repair, and/or replacement of balcony railings.
  - (5) Decorating, maintaining, repairing, and/or replacing all other General Common Elements and Limited Common Elements, and the costs associated with such decorating, maintaining, repairing, and/or replacing, shall be the responsibility of the Association, except to the extent of repair and/or replacement due to the act or neglect of a Co-owner or the Co-Owner's agent, invitee, licensee, Family Member, non-Co-owner occupant, or pet. Costs associated with Repair and/or replacement of any General Common Element or Limited Common Element that was destroyed or damaged due to the act or neglect of a Co-owner or the Co-owner's agent, invitee, licensee, Family Member, non-Co-owner occupant, or pet shall be the responsibility of such Co-owner and/or the non-Co-owner occupant.
  - (6) The costs associated with decorating, maintaining, repairing, or replacing items or property that is damaged by the failure of separate furnaces, air-conditioner units, and/or water heater units shall be the sole responsibility of the Co-owner of the Apartment that has possession or control of the furnace, air-conditioner unit, and/or water heater that failed.
  - (7) Any maintenance, repair, or replacement (for which the Co-owner bears responsibility) may, if not performed by the Co-owner, be performed by or under the direction of the Association and the related cost may be assessed against the responsible Co-owner.
- D. Apartments and the Common Elements appurtenant thereto shall be used only for residential occupancy and shall not be used in any manner inconsistent with the purposes of the Project, inconsistent with this Master Deed, the Condominium By-Laws, Rules and Regulations, or in any other way which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Apartment or the Common Elements appurtenant thereto.

2. The first sentence of the second paragraph of Article IV, Section 4 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

All maintenance, repairs, or replacements for which the Association is responsible, pursuant to the Master Deed, shall be made by the Association and be charged to all Co-owners as a common expense, unless necessitated by the negligence, misuse, or neglect of a Co-owner or the Co-owner's agent, contractor, Family Member, licensee, invitee, or non-Co-owner occupant, in which case such expense shall be charged to such Co-owner and/or the non-Co-owner occupant.

3. Article V, Section 6 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended in its entirety, to read as follows:

Section 6. Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments (Regular and Special) levied with regard to the Co-owner's Apartment during the time that the Co-owner is the owner thereof. No Co-owner is exempt from liability for the Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements, by claiming a non-Co-owner occupant occupied the Apartment during any period, or by the abandonment of the Co-owner's Apartment. The Association may set and charge late fees for any assessment that is not paid by a Co-owner in a timely manner. Such late fees may increase or decrease from time to time, at the discretion of the Board of Directors. In the event of any default by any Co-owner in paying the assessed common charges, interest at 7.0% per annum or the legal rate, whichever is lower, shall be charged on such assessment from the due date thereof. The Board of Directors may, from time to time, change this interest rate. The Co-owner shall be responsible for and the Association shall be entitled to any costs, interest, or fees, including but not limited to actual attorney fees, incurred as a result of the Co-owner's default. Unpaid assessments and/or any costs, late fees, or other fees, including but not limited to actual attorney fees, incurred as a result of the Co-owner's default, shall constitute an immediate lien on the Apartment prior to all other liens except tax liens and sums unpaid on the first mortgage of record. The Association may, at any time, with or without notice to the defaulting Co-owner, record such lien at the office of the Register of Deeds in Kent County, Michigan. The amounts secured by any such lien shall include assessments, late fees, interest, and any other costs or fees, including but not limited to actual attorney fees, incurred as a result of the default. The Association may enforce the collection of such lien by suit at law for a money judgment or by foreclosure of the liens securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a reasonable rental for the Apartment may be collected from the Co-owner thereof or anyone claiming under the Co-owner, and all expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default. The Association may enter upon the common elements, limited or general, to remove and abate any conditions, or may discontinue the furnishing of any services to a Co-owner in default upon 7 days written

notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues and, to the extent permitted by law, the Co-owner's potential vote shall not be counted when calculating the number of votes needed to achieve a percentage of the votes of all Co-owners.

4. Article VI, Section 2, subparagraphs (a), (b), and (c) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in their entirety, to read as follows:

Section 2. Insurance. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and/or applicable, fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance pertinent to the ownership, use, and maintenance of the common elements of the Project for which the Association is responsible. All such insurance shall be purchased by the Association 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 all mortgagees. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) Each Co-owner shall obtain insurance, at the Co-owner's own expense, pertinent to the ownership, use, maintenance, and repair of the Co-owner's Apartment and any common elements that are appurtenant to such Apartment. This provision requiring insurance shall apply to all Co-owners and all Apartments, including but not limited to any Apartment that is not subject to a mortgage, lien, or other security interest. Such insurance shall include coverage for personal property and property damage located within the Co-owner's Apartment or elsewhere in the Project. Such insurance shall include coverage for interior walls within the Co-owner's Apartment, including drywall, paint, and the pipes, wires, conduits (excluding HVAC conduits), ducts (excluding HVAC ducts), all fixtures, all equipment, and trim contained within or appurtenant to the Co-owner's Apartment. Such insurance shall include coverage for any improvements made by a Co-owner within the Co-owner's Apartment or within the common elements that are appurtenant to a Co-owner's Apartment. Such insurance shall include coverage for personal liability for occurrences within the Co-owner's Apartment, upon common elements appurtenant to the Co-owner's Apartment, or for occurrences or common elements over which the Co-owner has control, including but not limited to, by way of example, pipes contained within interior walls. Such insurance shall include coverage for damage to other Apartments, and common elements appurtenant to other Apartments, caused by the Co-owner or originating from the Co-owner's Apartment, i.e., water damage in an adjacent Apartment caused by a frozen/fractured pipe in the Co-owner's Apartment. The property for which a Co-owner is responsible for insuring shall include coverage in an amount equal to the maximum insurable replacement value of such property. Each Co-owner's liability coverage shall be \$50,000 or greater. The Association shall have absolutely no

responsibility for obtaining such insurance coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The Association may require Co-owners and/or non-Co-owner occupants to provide the Association with proof of the required insurance.

- (b) All common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, foundation, and excavation costs, as determined annually by the Board of Directors of the Association.
- (c) All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

5. Article VII, Section 2 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended by deletion of the word "tenants" from the first sentence of such Section 2.

6. Article VII, Section 3(a) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

(a) Rentals and non-Co-owner occupants.

- (1) Beginning on August 1, 2023, no Apartment, or any portion of an Apartment, or any common element area that is appurtenant to an Apartment may be leased or rented, for any amount of time or for any amount of money (or no money), and no transient tenants of any sort may be accommodated in any Apartment, in any portion of any Apartment, or in any common element area that is appurtenant to an Apartment. No Co-owner may advertise with or use platforms such as but not limited to Airbnb, VacationRenter, WIMDU, Vrbo, Vacasa, hometogo, Apartmentlist, or Craig's List to rent or lease the Co-owner's Apartment, or any portion of an Apartment, or any common element area that is appurtenant to an Apartment. The Board of Directors may develop, implement, and enforce rules, regulations, practices, and procedures relating to violations
- (2) Subject to other provisions within these Condominium Bylaw or other Condominium Documents, no Apartment, portion of an Apartment, or common element area that is appurtenant to an Apartment may be occupied by anyone other than the Co-owner of such Apartment, the Co-owner's spouse, or: 1) any individual who has not attained the age of 18 years and is the child of the Co-owner and/or the Co-owner's spouse; 2) any individual who has not attained the age of 18 years and is under the legal custody of the Co-owner and/or the Co-owner's spouse; or 3) any individual who has not attained the age of 18 years and is living with the Co-owner



and/or Co-owner's spouse, the Co-owner and/or Co-owner's spouse being the written designee of a parent or other person having legal custody of the individual who has not attained the age of 18 years.

A Co-owner or Co-owner's spouse's child, parent, brother, sister, grandchild, grandparent, or descendent ("Family Members") may occupy the related Co-owner's Apartment as a non-Co-owner occupant. The Association's Board of Directors may, but need not, approve family members (other than those listed in this Article VII(3)(a)(2)) as non-Co-owner occupants of an Apartment, after written application from the Co-owner.

The Board of Directors may develop, implement, and enforce rules, regulations, practices, and procedures relating to occupation of Apartments by non-Co-owner Family Members or other non-Co-owner occupants. Such rules, regulations, practices, and procedures shall apply to all Family Member or other non-Co-owner occupants, regardless of the Co-owner and/or Co-owner's spouse's status as an occupant of the Apartment. The Board of Directors may develop, implement, and enforce rules, regulations, practices and procedures concerning all aspects of non-Co-owner occupants, including but not limited to the following: the application process; the process concerning periodic review of current non-Co-owner occupants; monthly, application, and/or periodic review fees; fines; responsibilities and liability of the Co-owner and non-Co-owner occupant; time limits on non-Co-owner occupation; insurance requirements of the Co-owner and/or non-Co-owner occupant; revocation of permission previously given to a Co-owner and/or non-Co-owner; communications concerning the non-Co-owner occupant and/or the subject Apartment; inspection of or emergency access to the subject Apartment; Co-owner complaints; and violation of Master Deed, Bylaws, Rules, or Regulations and related consequences.

The Association may require a Co-owner to remove the non-Co-owner occupant from the subject Apartment. Upon breach of the Master Deed, Bylaws, Rules, or Regulations, the Association may, after at least 7 days written notice to the Co-owner and the non-Co-owner occupant, commence evictions proceedings to remove the non-Co-owner occupant from the subject Apartment. Notice under this section shall be deemed delivered when mailed by United States mail with postage prepaid or when delivered in person. The Co-owner and the non-Co-owner occupant shall be jointly and severally liable for all fees, fines, and costs associated in any way with the non-Co-owner occupant's occupation of the Apartment. The Co-owner and the non-Co-owner occupant shall be jointly and severally liable for all fees, fines, and costs, including actual attorney fees incurred by the Association due to breach of the Master Deed, Bylaws, Rules, or Regulations or due to eviction proceedings.

7. Article VII, Section 5 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 5. Remedies on Breach. Failure to comply with any of the terms of the Master Deed, the Association Bylaws, the Condominium Bylaws, the Articles of Incorporation, or the duly adopted Rules and Regulations of the Association shall be grounds for relief, which may include but not be limited to an action to recover sums due for such damages, injunctive relief, or any of those remedies as appropriate to the nature of such breach that are set forth in Section 6 of Article V hereof. All costs, expenses, or fees, including but not limited to actual attorney fees, incurred by the association due to a Co-owner or non-Co-owner occupant's failure to comply with any of the terms of the Master Deed, the Association Bylaws, the Condominium Bylaws, the Articles of Incorporation, or the duly adopted Rules and Regulations of the Association shall be the responsibility of the subject Co-owner and/or non-Co-owner occupant and shall be paid to the Association. The failure of the Association to enforce any right, provision, covenant, or condition that is granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

8. Article VIII, Section 3, subparagraph (g) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be deleted in its entirety and shall not be replaced.

9. Article IX, Section 1 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 1. Unrestricted Transfers. Subject to Section 2 below, a Co-owner may, without restriction hereunder, sell, give, devise, or otherwise transfer the Co-owner's Apartment, or any interest therein, to the Co-owner's spouse, child, parent, brother, sister, grandchild, grandparent, or descendant, or to any trustee of a trust, the sole beneficiary of which is the Co-owner and/or the Co-owner's spouse, child, parent, brother, sister, grandchild, grandparent, or descendant. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

10. Article IX, Section 2 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be deleted in its entirety and not be replaced. This provision shall take effect on August 1, 2023.

11. Article IX, Section 3 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 3. Notice to Association. Whenever a Co-owner shall propose to sell, give, devise, or otherwise transfer the Co-owner's Apartment, or any interest therein, to any person or entity other than a person or entity described in Section 1 above, said Co-owner shall give the Association not less than thirty days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Co-owner and shall state the name, address, and financial and character references of the proposed transferee. The

notice shall also include a copy of the proposed contract or sale or other documents, if any, effecting said transfer. The Association may require any prospective buyer, transferee, or any individual or entity that may receive an ownership interest in an Apartment to acknowledge any or all Condominium Documents, or any particular provision(s) of Condominium Documents, prior to the individual or entity receiving any ownership interest in an Apartment. The Association may require any new or existing Co-owner to acknowledge and/or agree to abide by any or all Condominium Documents, or any particular provision(s) of Condominium Documents.

12. Article IX, Section 8 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 8. Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Apartment or interest therein at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the Co-owners owning not less than 2/3 in number and in value. Such consent shall set forth a maximum price, which the Board or its duly authorized agent may bid and pay for said Apartment or interest therein. During any period in which the Association owns an Apartment or any interest therein, the Association may not rent or lease such Apartment.

13. Article IX, Section 10, subparagraph (a) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended by deletion of the words "or lease" from the first line of the first sentence, by removal of the comma and insertion of a period after the term "Article IX", and by deletion of the words "and the developer reserves the right to rent or lease all unsold Apartments owned by it under such terms and conditions as it shall deem proper."

14. Article IX, Section 10, subparagraph (b) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

(3) The Association shall hold title to any Apartment or interest therein, pursuant to the terms hereof, in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Co-owners. The Board shall have the authority at any time to sell said Apartment or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall an Apartment or interest therein be sold for less than the amount paid by the Association to purchase said Apartment unless Co-owners owning not less than 2/3 in number and in value first authorize the sale for such lesser amount.

15. Article IX, Section 10(e) of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

(e) If any transfer of an Apartment is made or attempted without complying with the provisions of this Article, such transfer shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder and otherwise.

16. Article X, Section 2 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 2. Preservation of Rights. Election by any Co-owner or the Association to submit any such dispute, claim, or grievance to arbitration, so long as such election was made by all parties to the dispute, shall preclude such party from litigating such dispute claim, or grievance in the courts. Neither the Association or any Co-owner shall be precluded from petitioning the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

17. Article XII, Section 2 of the Condominium Bylaws, Exhibit A of the Master Deed for Georgetown of Grand Rapids, shall be amended, in its entirety, to read as follows:

Section 2. Notices. Notices provided for in the Act, Master Deed, or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Co-owner, as the case may be, at 2436 Village Drive SE, Grand Rapids, Michigan 49506, or at such other address as hereinafter provided. The Association or Board may designate a different address for notice to them, respectively, by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to that Co-owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

18. In all other respects, the Master Deed of Georgetown of Grand Rapids, including the Bylaws attached thereto as Exhibit A, as previously recorded and amended, are hereby ratified and confirmed.

*The remainder of this page is intentionally blank.*

The Association has caused this Third Amendment to be executed the day and year first above written.

Georgetown of Grand Rapids  
Condominium Association

By: Beth Kaphing  
Beth Kaphing

Its: President

STATE OF MICHIGAN )  
KENT COUNTY )

The foregoing instrument was acknowledged before me on January 23, 2023 in Kent County, Michigan by Beth Kaphing, President of Georgetown of Grand Rapids Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.

Chris Rivers

Notary public, State of Michigan, County of Kent  
My commission expires 7-1-29  
Acting in the County of Kent

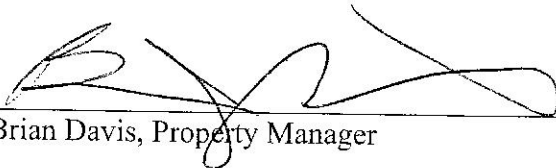
CHRIS RIVERS  
Notary public, State of Michigan  
County of KENT  
My commission expires 01-Jul-2029  
Acting in the County of Kent

**EXHIBIT A**

**AFFIDAVIT OF SERVICE AS TO NOTICES**

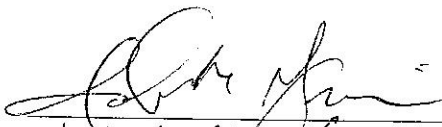
Brian Davis (the "Affiant"), being duly sworn, states as follows:

1. Affiant is the current Property Manager of Georgetown of Grand Rapids Condominium Association.
2. On or before July 27, 2022, Georgetown of Grand Rapids Condominium Association served, via first class U.S. mail or hand delivery, the proposed Third Amendment to the Master Deed of Georgetown of Grand Rapids, as required by MCL 559.190, on all co-owners of record.
3. On August 10, 2022 and October 10, 2022, Georgetown of Grand Rapids Condominium Association served, via first class U.S. mail, notice of the Third Amendment to the Master Deed of Georgetown of Grand Rapids and other documents and information, as required by MCL 559.190a, on all first mortgagees of record.

  
\_\_\_\_\_  
Brian Davis, Property Manager

STATE OF MICHIGAN     )  
KENT COUNTY            )

The foregoing instrument was subscribed and sworn to before me on 1/25, 2023 in Kent County, Michigan by Brian Davis, Property Manager of Georgetown of Grand Rapids Condominium Association.

  
\_\_\_\_\_  
JOHN M. GUINAN  
Notary public, State of Michigan, County of KENT  
My commission expires 9/22/2027  
Acting in the County of Kent.

Drafted by and after recording return to:  
John M. Guinan  
Guinan Bisonet, PLLC  
128 Columbus Ave.  
Grand Haven, MI 49417

EXHIBIT B

CERTIFICATION OF CO-OWNER AND MORTGAGEE CONSENT TO THIRD AMENDMENT TO THE MASTER DEED OF GEORGETOWN OF GRAND RAPIDS

Beth Kaphing, President of Georgetown of Grand Rapids Condominium Association, being duly sworn, states as follows:

The Third Amendment to the Master Deed of Georgetown of Grand Rapids, dated January 9, 2023, was duly adopted by an affirmative vote of greater than two-thirds (2/3) of all co-owners, in number and in value, at a duly called meeting of Georgetown of Grand Rapids Condominium Association of co-owners, held on July 27, 2022. Additionally, the Third Amendment to the Master Deed of Georgetown of Grand Rapids was duly adopted by an affirmative vote of greater than two-thirds (2/3) of all first mortgagees of record on or before January 8, 2023.

Georgetown of Grand Rapids Condominium Association

By: Beth Kaphing  
Beth Kaphing

Its: President

STATE OF MICHIGAN )  
KENT COUNTY )

The foregoing instrument was subscribed and sworn to before me on January 23, 2023 in Kent County, Michigan by Beth Kaphing, President of Georgetown of Grand Rapids Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.

Chris Rivers

Notary public, State of Michigan, County of Kent  
My commission expires 7-1-2029  
Acting in the County of Kent.

Drafted by and after recording return to:  
John M. Guinan  
Guinan Bisonet, PLLC  
128 Columbus Ave.  
Grand Haven, MI 49417

CHRIS RIVERS  
Notary public, State of Michigan  
County of KENT  
My commission expires 01-Jul-2029  
Acting in the County of Kent