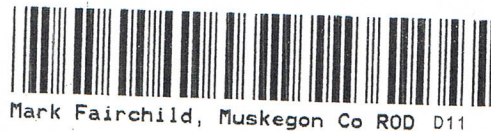


Fenner Glen Site Condominium

First Amendment



Muskegon, Mich: September 12 2003
"I hereby certify that there are no tax liens or titles held by the state or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office."

No. 25608 Jan A. Keane Co. Treas.
JK

First Amendment To The Master Deed Of Fenner Glen, A Site Condominium

Fenner Glen, Inc., a Michigan corporation ("Developer"), is the Developer of Fenner Glen, A Site Condominium ("Condominium"), a residential site condominium project established pursuant to the Master Deed dated October 28, 1997, and recorded in Muskegon County Records on January 9, 1998, at Liber 2056, Pages 353 through 393, inclusive, as Muskegon County Condominium Subdivision Plan No. 57, and re-recorded in Muskegon County Records on January 18, 2000, at Liber 3006, Pages 525 through 573, inclusive, (the "Master Deed"). Pursuant to the authority reserved in Article XI of the Master Deed, the Developer amends the Master Deed as follows:

1. **Amendment to Master Deed.** Article X, Section 1, Right to Expand, of the Master Deed is deleted in its entirety and replaced with the following:

Section 1. **Right to Expand.** The Project is an expandable condominium project, as that term is defined in the Act. The Project established pursuant to this initial Master Deed, consisting of 72 Units, may be the first phase of a multi phase project. Other phases may be added later.

The Developer, for itself and its successors and assigns, explicitly reserves the right to expand the Project without the consent of any of the Co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article. For the purpose of this Article, "Expansion Property" means any land added to the Condominium Premises for the purpose of expanding the project.

2. **Amendment to Exhibit A of Master Deed.** Effective June 1, 2003, Exhibit A, Condominium Bylaws, is amended as follows:

Article VII, Section 1, paragraph (b) (vi) (5) is amended to include the following limitation:

Storage buildings are limited to a maximum of ten (10) feet in width and twelve (12) feet in length.

Article VII, Section 1, paragraph (b) (xiii) is amended to include the following limitation:

Woodpiles consisting of no more than two cords of split and neatly stacked firewood may be maintained at the "center rear" section of a condominium unit site. Logs and brush created during the "clearing" phase of construction must be

removed from the site, or stacked appropriately as stated above, within six (6) months of cutting.

3. **Amendment to Exhibit D of Master Deed.** Exhibit D, Condominium Subdivision Plan with Additional Information is deleted in its entirety and replaced with Exhibit D, Condominium Subdivision Plan with Additional Information attached hereto as **Exhibit 1**.

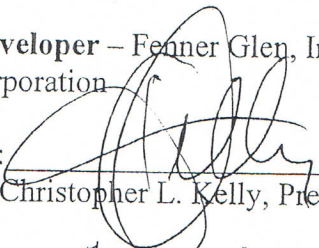
4. **No Material Change.** This amendment to the Master Deed does not materially alter or change the rights of a member or mortgagee.

5. **Affidavit of Mailing.** An affidavit of mailing of notices to co-owners is attached as **Exhibit 2**.

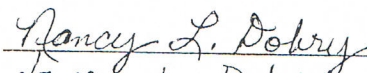
6. **Full Force and Effect.** In all other respects, the provisions of the Master Deed are ratified and confirmed.

This Amendment was executed on this 12th day of September 2003.

Developer – Fenner Glen, Inc., a Michigan corporation

By: 
Christopher L. Kelly, President

This instrument was acknowledged before me this 12th day of September 2003, by **Christopher L. Kelly, President of Fenner Glen, Inc., a Michigan corporation.**


NANCY L. DOBRY, Notary Public
Muskegon County, Michigan
My Comm. Expires: 12-11-06

Prepared by and when
recorded return to:
Christopher L. Kelly
Parmenter O'Toole

Business Address
P.O. Box 786
Muskegon, MI 49443-0786



Mark Fairchild, Muskegon Co ROD D11

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