



**FIRST AMENDMENT TO MASTER DEED
OF
FIDDLER GROVE**

THIS FIRST AMENDMENT TO MASTER DEED of Fiddler Grove is made and executed on this 12 day of Oct., 2016, by Chestnut Development, LLC (“Developer”), whose address is 3800 Chilson Road, Howell, MI 48843 (the “Developer”)

RECITALS

A. Fiddler Grove (the “Project”) was established by recording the Master Deed of Fiddler Grove on December 17, 2015, document number 2015R-038917, Livingston County, Michigan records (the “Master Deed”) establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provision of Act 59 of the Michigan Public Acts of 1978, as amended (the “Act”); and

B. The Developer possesses the right, pursuant to the Act and Article IX of the Master Deed, Sec. 9.2, to make certain amendments to the Master Deed and to the Bylaws that do not materially affect the rights of any Co-owners or mortgagees in the Project.

C. The Developer desires to amend the Master Deed as stated in this First Amendment to Master Deed concerning obligations for maintenance, repair and replacement of certain common elements within the Project prior to the sale of Units within the Project.

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

ARTICLE IV
COMMON ELEMENTS

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

- a. *Porches and Decks.* The Association shall be responsible for the maintenance, repair and replacement of decks referenced in Section 4.2(a) above, provided that the Co-Owner of the Unit that is serviced thereby shall, at such Co-Owner’s cost, be responsible for snow and ice removal therefrom. Co-Owner is responsible for the maintenance, repair and

replacement of porches. The costs incurred by the Association to maintain, repair and replace such decks shall be assessed against the Unit which they service.

- f. Windows, Doorwalls, and Unit Entry Doors. The cost of maintaining, repairing and replacing all windows, doorwalls, and Unit entry doors shall be borne by the Co-owner.

All other terms and conditions as set forth in the Master Deed and Bylaws, unless hereby, shall remain in full force and effect.

CHESTNUT DEVELOPMENT, LLC,
a Michigan limited liability company

By: [Signature]
Steve Gronow
Its: Managing Member

STATE OF MICHIGAN)
) s s
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 12 day of Oct, 2016, by Steve Gronow, the Managing Member of Chestnut Development, LLC, a Michigan limited liability, on behalf of the company.

[Signature]
_____, Notary Public

JAMI FYKE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires September 27, 2021
Acting in the County of _____

Drafted by:

Matthew M. Hagerty (P66015)
MYERS & MYERS, PLLC
915 N. Michigan Avenue
Howell, MI 48843
(517) 540-1700

When recorded return to:

Chestnut Development, LLC ✓
Attention: Steve Gronow
3800 Chilson Road, Howell, MI 48843