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LIBER 40621 PAGE 723
\$19.00 MISC RECORDING
\$4.00 REINDEXATION
09/29/2008 12:11:30 P.M. RECEIPT# 83075

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RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FOURTH AMENDMENT OF MASTER DEED

**OAKMONTE AT MILL RIVER
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1807**

THIS FOURTH AMENDMENT OF MASTER DEED ("Fourth Amendment") is made and executed this 26th day of September, 2008, by OAKMONTE/MILL RIVER LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Oakmonte at Mill River (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1807 situated in the Township of Lyon, which Master Deed was recorded on November 15, 2005, in Liber 36616, Pages 527 through 594, inclusive, Oakland County Records, as amended by First Amendment of Master Deed recorded on February 21, 2006, in Liber 37139, Pages 752 through 754 inclusive, Oakland County Records, as amended by the Second Amendment of Master Deed and Replat No. 1, recorded on July 12, 2006, in Liber 37829, Pages 096 through 105 inclusive, Oakland County Records, as amended by the Third Amendment of Master Deed recorded on September 26, 2008, in Liber 40619, Pages 467 through 468, Oakland County Records (collectively, the "Master Deed"); and

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WHEREAS, Developer declared in the Master Deed the right, without the consent of any Owner, Mortgagee or any other person, to amend the Master Deed subject to any restrictions on amendments stated therein, and Developer intends, by this Amendment, to delete Article VI, Section 22 of the Bylaws and make an amendment.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. Article VI, Section 22, "Leasing And Rental" of the Bylaws is deleted in its entirety and replaced with the following:

Section 22. Leasing and Rental. Co-owners, excluding Developer, may only rent Units to long term renters for terms of occupancy not less than one (1) year. Co-owners are specifically responsible for up-keep of the Unit regardless of lease terms or occupancy arrangements. Co-owners are further responsible for any actions or damages caused by renters and payment of Association fees. This restriction on

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renting and leasing is not intended to exclude or discriminate against any persons protected by Fair Housing Laws and, to the extent that this restriction can in a specific instance exclude or discriminate against persons protected by Fair Housing Laws, then the restriction shall not apply to such protected persons. Renters are further subject to the following:

(a) Disclosure of Lease Terms to Association. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(b) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state. Co-owners shall register renters with the Association. Co-owners are responsible for the upkeep of the Unit and for the actions of renters and payments of any and all Association fees or assessments.

(c) Procedures in the Event of Non-Compliance with Condominium Documents. If the Association determines that the tenant or non-owner occupancy has failed to comply with the conditions of the Condominium documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have thirty (30) days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after (30) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary

proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium.

(d) Notice to Co-Owner's Tenant Permitted Where Co-Owner in Arrears to the Association for Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

(e) Amendment of Section 22. From and after the Transitional Control Date, the Association may amend this Section 22 as provided in Section 90(4) of the Act. With respect to an amendment of this Section 22, such amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this Section 22 and Section 112 of the Act and executed before the effective date of the amendment, or Units as long as they are owned or leased by Developer.

(f) Applicability to Developer. The rental and lease restrictions contained in this Section 22 do not apply to Developer or any successor developers.

2. Except as expressly amended herein, all other terms and provisions of the Bylaws and its exhibits shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Bylaws.

3. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Master Deed.

4. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

