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07/29/2013 03:13:27 PM RECEIPT# 106292  
PAID RECORDED - Oakland County, MI  
Lisa Brown, Clerk/Register of Deeds

**SIXTH AMENDMENT TO THE MASTER DEED OF  
OAKMONTE AT MILL RIVER**

THIS SIXTH AMENDMENT TO THE MASTER DEED is made and executed on this 24th day of July, 2013, by Oakmonte at Mill River Homeowners Association, a Michigan nonprofit corporation, hereinafter referred to as the "Association", whose registered office is located at 11750 Highland Road, # 500, Hartland, MI 48353, represented herein by Richard Plecha, the President of Oakmonte at Mill River Homeowners Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

**RECITALS:**

A. The Association, the nonprofit corporation organized for the administration and management of Oakmonte at Mill River (the "Condominium"), a condominium project established pursuant to the Master Deed thereof recorded in Liber 36616, Pages 527 et seq., the First Amendment thereto recorded in Liber 37139, Pages 752 et seq., the Second Amendment thereto recorded in Liber 37829, Pages 96 et seq., the Third Amendment thereto recorded in Liber 40619, Pages 467 et seq., the Fourth Amendment thereto recorded in Liber 40621, Pages 723 et seq., and the Fifth Amendment thereto recorded in Liber 46088, Pages 655 et seq., Oakland County Records (as amended, the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1807, desires to amend the Condominium Bylaws, Exhibit A of the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), for the purpose of revising the leasing and rental restrictions contained therein.

B. This Amendment shall neither enlarge the common elements of the existing Condominium nor alter the existing percentages of value in the Condominium.

C. The Master Deed shall be amended upon obtaining the necessary approval of the co-owners and mortgagees having an interest in the Condominium, as required by Sections 90 and 90a of the Condominium Act (MCL §559.190 and §559.190a) and upon recording with the Register of Deeds for Oakland County, as required by Section 73 of the Condominium Act (MCL §559.173).

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

21-09-401-000 ent

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1. ARTICLE VI, Section 22 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following new Section 22:

*Section 22. Leasing and Rental of Units.*

*A. Right to Lease. With the exception of a lender or mortgagee guarantor in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner may lease any Unit within the Condominium, with the exception of those Units properly under an approved lease as of the effective date of the Sixth Amendment to the Master Deed, except upon the written approval of the Association, which approval shall not be given if the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed twenty percent (20%) of the total number of Units in the Condominium. Co-owners leasing their Units as of the effective date of the Sixth Amendment to the Master Deed shall be entitled to continue leasing their Units, provided the provisions of the Condominium Documents and the Association Rules and Regulations are strictly followed and an approved lease form is on file with the Association prior to the effective date of the Sixth Amendment to the Master Deed. In the event of a sale or transfer of ownership of a leased Unit, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without full compliance with the provisions hereof. In addition to the aforementioned prerequisites and limitations, no Co-owner shall lease less than an entire Unit in the Condominium. A Co-owner may lease any Unit within the Condominium for the same purposes as set forth in Article VI, Section 1, in accordance with the provisions of this Section. No Co-owner shall lease less than an entire Unit in the Condominium. With the exception of a lender or mortgagee guarantor in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents and Rules and Regulations of the Association, and (iii) provide that failure to comply with the Condominium Documents and Rules and Regulations constitutes a default under the lease. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section, "transient tenant" shall refer to a non-Co-owner residing in a Unit for less than sixty (60) days who has paid consideration therefor, and "lease" shall refer to any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Co-owner thereof as a primary or secondary residence for a majority of the year. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and all leases, rental agreements and occupancy agreements shall so state. Notwithstanding the foregoing or anything to the*

contrary contained herein, the Association recognizes that there may arise circumstances beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the aforementioned twenty percent (20%) rental limitation and, therefore, under the following circumstances, but only for so long as such circumstances exist and only so long as the Co-owner and their tenants fully comply with all provisions of the Condominium Documents and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than one (1) Unit in the Condominium, the Association may allow a Co-owner to lease their Unit even though twenty percent (20%) or more of the Units may already be leased:

(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation or recuperation) for a period likely to exceed six (6) months;

(3) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss as a result of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or

(4) Any similar extenuating situation approved by the Board of Directors.

B. Procedures for Leasing. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner 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 shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Association shall be entitled to approve or not approve any such proposed lease transaction in accordance with the provisions of this Section. The Association may also require the use of a standard lease form. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement. Any lease not approved or rejected by the Association within thirty (30) days after submission of all required information shall be deemed approved unless it would violate the limitations or requirements set forth in subsection A. Co-owners who do not live in the Unit must keep the Association informed of their current correct address and phone number(s). The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be

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assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(2) Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(b) The Co-owner shall have fifteen (15) days 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.

(c) If after fifteen (15) 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 an action for eviction against the tenant or non-Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorneys' fees.

(4) 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 the 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 be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may (a) prohibit the tenant from utilizing any of the General Common Elements of the Project, (b) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (c) initiate proceedings pursuant to Section 112(4)(b) of the Act.



CERTIFICATION

STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

I, Brian Purdom, being first duly sworn, depose and state as follows:

That I am the Managing Agent of Oakmonte at Mill River Homeowners Association, the corporation named in and which executed the Sixth Amendment to the Master Deed of Oakmonte at Mill River Condominium.

That the Sixth Amendment to the Master Deed of Oakmonte at Mill River was submitted to all co-owners of units in Oakmonte at Mill River for the purpose of voting thereon, and that said co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Irish Hills Condominium Association at 11750 Highland Rd. Ste. 500, Hartland, MI 48353.

FURTHER, AFFIANT SAYETH NOT.



Brian Purdom

Acknowledged, subscribed and sworn to before me this 20th day of July, 2013.

Pamela R. Cline  
PAMELA R. CLINE Notary Public  
OAKLAND County, Michigan  
Acting in OAKLAND County  
My Commission Expires: 9-9-2016

CERTIFICATION

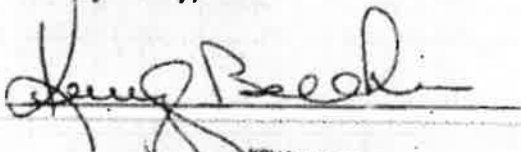
STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

I, Mark Makower, being first duly sworn, depose and state as follows:

1. That I am the attorney for Oakmonte at Mill River Homeowners Condominium Association, the Corporation named in and which executed the attached Sixth Amendment to the Master Deed Oakmonte at Mill River Condominium.
2. That I personally sent a copy of the attached Sixth Amendment to the Master Deed Oakmonte at Mill River Condominium and the ballot and notice required under Section 90a of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Sixth Amendment to the Master Deed Oakmonte at Mill River Condominium.
3. That (2/3) of said mortgages have consented to the attached Sixth Amendment to the Master Deed Oakmonte at Mill River Condominium in accordance with the provisions of Section 90a of the Michigan Condominium Act. Said consents will be maintained for a period of two years in the Oakmonte at Mill River file located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

  
Mark Makower

Subscribed and sworn to before me this  
19th day of July, 2013.

  
KELLY J. BELCHER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 27 2018  
ACTING IN COUNTY OF Oakland