

2017 NOV 16 PM 2:56

211817
LIBER 51294 PAGE 202
\$26.00 HISC RECORDING
\$4.00 RECONSTRUCTION
11/16/2017 03:09:25 P.M. RECEIPTS 136214
PAID RECORDED OAKLAND COUNTY
LYSA BROWN, CLERK/REGISTER OF DEEDS

**FOURTH AMENDMENT TO MASTER DEED
OF
MOON LAKE CONDOMINIUM**

WHEREAS, Moon Lake was established as a residential condominium project in the Township of West Bloomfield, County of Oakland, State of Michigan, by the recording of a Master Deed on July 12, 1989, in Liber 10976, Pages 795 through 868, and by the recording of a First Amendment to Master Deed on August 28, 1989, in Liber 11040, Pages 475 through 484, Second Amendment to Master Deed on September 29, 2004 in Liber 34131 Page 505 through 533, and Third Amendment to Master Deed on December 29, 2010 in Liber 42689, Pages 445-448, Oakland County Records, and was designated as Oakland County Condominium Subdivision Plan No. 620; and,

WHEREAS, Moon Lake is administered by Moon Lake Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Master Deed and Restated and Amended Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners and holders of first mortgages on the units, in accordance with MCL 559.190 and MCL 559.190a for the purpose of eliminating the Tennis Courts as General Common Elements and adopting a cap on the number of units that may be rented or leased at any time at 17 units as well as requiring co-owners to reside in a Unit for three (3) years before they shall be permitted to rent or lease a Unit, with current co-owners exempted through a grandfathering clause and the Board of Directors empowered to grant certain temporary exemptions;

(3p)

NOW, THEREFORE, the Master Deed Amended and Restated Condominium Bylaws (Exhibit A to the Master Deed) are hereby further amended as follows:

The reference to tennis courts in Article IV, Section 1(m) of the Master Deed shall be eliminated and Article IV, Section 1(m) shall be amended to read:

- (m) Community Building and Swimming Pool.
The community building and swimming pool.

The site plan shall be revised to reflect the elimination of Tennis Courts as General Common Elements. That area will be re-designated as Future Parking/Recreation Area. The Board of Directors shall be empowered to designate appropriate parts of that area for parking and recreation.

18-14-276-000 Ent

OK - LB

O.K. - RC

Article VI, Section 2 of the Amended and Restated Condominium Bylaws shall be amended to read:

Section 2. Leasing and Rental.

(a) (i) Notice Requirement; Minimum Allowable Terms. A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing at least twenty-one (21) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. No such lease shall be for a term of less than one (1) year without the prior written approval of the Board of Directors. Only entire units may be rented or leased. All leases shall prominently recite that the tenant is acknowledging receipt of all Condominium Documents and agrees to comply with same.

(ii) Mandatory Initial Residency Requirement; Cap On Allowable Rentals. No Co-owner shall be permitted to rent or lease a Unit until they have continuously resided in such Unit for at least three (3) years, except that this restriction shall not be applicable to the interests of the Federal Housing Association (FHA) or any other lender or underwriter affected by FHA Mortgage Regulations. No Unit may be rented if the resulting number of units being rented at that time would exceed 17 units in the Condominium.

(iii) Compliance with Leasing Requirements. The Board of Directors shall not approve any proposed rental or lease if:

- The Lessor failed to provide the Board of Directors with an exact copy of the proposed lease at least twenty-one (21) calendar days in advance of the commencement date of the lease; and/or

- The proposed lease fails to prominently state that all occupants of the unit shall comply with all provisions of the condominium documents (Master Deed, Condominium Bylaws and Rules & Regulations).

(iv) Grandfathering Provision for Leasing Requirements. Any Co-owner whose unit was subject to a Board approved rental or leasing agreement at the time that these Bylaws are adopted shall be exempt from application of the provisions of Article VI, Section 2 (b) to that unit for as long as that Co-owner maintains ownership of the unit. The exemption for that unit shall expire upon the first sale or transfer of the unit.

(v) Rental Unit Defined. A unit shall be deemed to be a "rental unit" for purposes of these restrictions if there is no owner of public record in occupancy.

(vi) Board's Authority to Allow Temporary Leasing. If the proposed rental would result in more than 17 units being rental units, the Board of Directors may approve the temporary leasing or rental of the proposed condominium unit for a period of time not to exceed one year if one of the following circumstances is documented in a written request submitted to the Board of Directors:

- the Co-owner needs to relocate because of a job transfer more than fifty miles from the current job location;
 - the Co-owner has died and the Co-owner's personal representative or trustee desires to lease or rent the unit during the administration of the estate or trust of the deceased Co-owner;
 - the Co-owner has been called to active duty in the armed forces of the United States;
 - the Co-owner has been transferred to an extended care medical facility;
- or
- other objectively verifiable hardships related to the health of the Co-owner.

(vii) Board's Authority to Suspend Rule. The Board of Directors shall have the authority to suspend the operation of the Rental Cap on a year by year basis if it is determined that a severe downturn in the State of Michigan's economy justifies the suspension in the Board of Director's sole discretion.

In all respects, other than as indicated above, the originally recorded and previously amended Master Deed of Moon Lake Condominium Association, including the Amended and Restated Condominium Bylaws attached thereto as Exhibit A, recorded as aforesaid, is hereby ratified, confirmed and re-declared.

MOON LAKE CONDOMINIUM ASSOCIATION

BY: Mary Jane Riley
Mary Jane Riley, President

STATE OF MICHIGAN) ss.
COUNTY OF OAKLAND)

The foregoing Fourth Amendment to Master Deed of Moon Lake Condominium Association was acknowledged before me, a notary public on the 15 day of November, 2017, by Mary Jane Riley, known to me to be the President of Moon Lake Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and their mortgagees and that she has executed this Fourth Amendment to Master Deed as her own free act and deed on behalf of the Association.

Mitzi Z. Johnson, Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of Oakland

DRAFTED BY AND WHEN
RECORDED RETURN TO:

EDWARD J. ZELMANSKI (P30530)
ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170

MITZI Z. JOHNSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 11, 2022
Acting in the County of Oakland