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**2016-004748**

**DERRICK QUINNEY  
INGHAM COUNTY MICHIGAN  
REGISTER OF DEEDS**

**RECORDED ON:  
02/10/2016 11:42 AM**

**PAGES: 4**

**ALTERNATE TAG FOR ERETURN DOCUMENTS**

**FIRST AMENDMENT TO MASTER DEED OF  
EAST LANSING CITY CENTER CONDOMINIUM**

This **First Amendment to Master Deed of East Lansing City Center Condominium** ("First Amendment") is made and executed on January 22, 2016, by the East Lansing City Center Condominium Association ("Association"), a Michigan nonprofit corporation, of 1575 Watertower Place, East Lansing, Michigan 48823.

**Recitals**

A. The East Lansing City Center Condominium ("Condominium") was established pursuant to the Master Deed of the East Lansing City Center Condominium dated April 26, 2001, recorded with the Ingham County Register of Deeds on May 2, 2001 at Liber 2894, Page 774 and known as Ingham County Condominium Subdivision Plan No. 158.

B. At least two-thirds of the residential Co-owners (pursuant to a resolution adopted at the annual meeting on September 15, 2015) and at least two-thirds of the first mortgagees of the residential units in the Condominium (pursuant to the requirements in MCL 559.190 and MCL 559.190a of the Michigan Condominium Act) have voted to restrict the ability of the residential Co-Owners to lease their units.

C. This First Amendment is being recorded by the Association at the request of the Co-Owners to amend the Master Deed and governing documents to reflect the vote of the Co-owners and mortgagees pursuant to the requirements of the Michigan Condominium Act including, but not limited to, MCL 559.190 and MCL 559.190a.

**NOW THEREFORE, the East Lansing City Center Condominium Association does hereby amend the Master Deed and governing documents as follows:**

1. **Amendment to Section 7.3 of Master Deed.** Section 7.3.2 of the Master Deed, as it relates solely to the Residential Units, is amended and replaced with the following provisions:

7.3.2 with respect to any Residential Unit, individual persons for residential purposes (but subject to the lease restrictions and other provisions of this Master Deed).

**2. Amendment to Section 7.4 of Master Deed.** Section 7.4 of the Master Deed is amended and replaced in its entirety with the following provisions:

7.4 Lease of Units. Co-owners are subject to the following lease provisions:

7.4.1 With respect to Commercial Co-owners, the proposed lessee shall be a Permitted Occupant.

7.4.2 The Residential Co-owners shall not be permitted to lease their units. All provisions in the Master Deed, Bylaws, and any Rules and Regulations adopted by the Association that previously allowed the lease of a Residential Unit or are otherwise in conflict with this restriction are hereby void and of no further force and effect.

The residential lease restriction in this Section shall not apply to any residential condominium unit which has a current, valid rental license as issued by the City of East Lansing on or before September 15, 2015. This exception to the lease restriction will only continue until such time as the rental license as issued by the City of East Lansing is no longer valid.

**3. Amendment to Section 9.4 of Master Deed.** Section 9.4 of the Master Deed is amended and replaced with the following provisions:

9.4 Special Limitations. Notwithstanding any other provision of this Article to the contrary (except the residential lease restrictions in Section 7.4 or as otherwise provided in the Michigan Condominium Act, as amended), the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article 6 hereof, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common

Elements may not be modified without the Co-owner's consent, except as provided in Article 8 hereof.

**4. Amendment to Article VII, Section 13 of the Bylaws.** Article VII, Section 13 of the Bylaws attached to the Master Deed is deleted in its entirety with respect to the Residential Units (with the exception that Section 13 shall apply to Residential Units that have a current, valid rental license as of September 15, 2015 until such time as the license is no longer valid as provided in Section 7.4.2 of the Master Deed).

**5. Rules and Regulations.** Article VII, Section 7 of the Bylaws provides that the Board of Directors of the Association may make reasonable regulations consistent with the Master Deed and Bylaws. Any regulations that are inconsistent with this Amendment shall have no force and effect with respect to the Residential Units.

**6. Binding Effect on Realty.** The terms, rights and obligations concerning this First Amendment shall run with the land and inure to the benefit of, and be binding upon, the successors and assigns of the Co-owners.

**7. Severability.** If any term, covenant, or condition of this First Amendment or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this First Amendment, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this First Amendment shall be valid and enforced to the fullest extent permitted by law.

**8. Affirmation of Master Deed.** Except as otherwise provided in this First Amendment, all other provisions of the Master Deed and Bylaws shall remain in full force and effect.


This First Amendment is given in consideration of the sum of less than One Hundred Dollars. This transfer is exempt from tax under MCL 207.526(a) and MCL 207.505(a).

**[The Remainder of This Page is Intentionally Left Blank]**

The Association has executed this First Amendment to Master Deed of East Lansing City Center Condominium on the date identified below.


**EAST LANSING CITY CENTER  
CONDOMINIUM ASSOCIATION**

January 22, 2016

BY:   
Douglas A. Stover  
ITS: President

Acknowledged before me in Ingham County, Michigan on January 22, 2016, by Douglas A. Stover, President of the East Lansing City Center Condominium Association.

**REBECCA BENNETT**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires November 26, 2019

  
Rebecca Bennett, Notary Public  
Ingham County, Michigan  
Acting in Ingham County  
My commission expires 11-26-2019

Drafted by and When Recorded Return to:

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