

STATE OF MICHIGAN Allegan County  
Joyce A. Watts Register of Deeds

RECORDED

February 01, 2016 02:14:26 PM

Liber 4001 Page 151-155 D.MAM  
FEE: \$26.00



Liber 4001 Page 151 #2016001919

**THIRTEENTH AMENDMENT TO**  
**MASTER DEED**  
**WINDCLIFF SHORES**

(Act 59, Public Acts of 1978, as amended)

Allegan County Condominium Subdivision Plan No. 177

No interest in real estate being conveyed hereby, no revenue stamps or transfer tax are required.

This Instrument Drafted By:  
Andrew W. Barnes (P70571)  
Kotz Sangster Wysocki P.C.  
12 Longmeadow Village Drive, Ste. 100  
Niles, Michigan 49120  
(269) 591-6920

RECEIVED

'16 FEB 1 AM 11:54

**THIRTEENTH AMENDMENT TO**  
**MASTER DEED**  
**WINDCLIFF SHORES**

WINDCLIFF SHORES, a Condominium was established pursuant to the Master Deed recorded at Liber 2291, Page 703 on September 6, 2002 of Allegan County Records (the "Project"), and as amended by the First Amendment to Master Deed recorded on January 30, 2004 at Liber 2625, Page 1, the Second Amendment to Master Deed recorded on July 9, 2007 at Liber 3137, Page 100 (Document No. 2006029108), the Third Amendment to Master Deed recorded on September 28, 2007 at Liber 3163, Page 500 (Document No. 2006035093), the Fourth Amendment to Master Deed recorded on June 18, 2008 at Liber 3242, Page 826 (Document No. 2008012902), the Fifth Amendment to Master Deed recorded on June 2, 2010 at Liber 3422, Page 727 (Document No. 2010010027), the Sixth Amendment to Master Deed recorded on February 10, 2012 at Liber 3589, Page 655 (Document No. 2012002954), the Seventh Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 245, the Eighth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 249, the Ninth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 253, the Tenth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 258, the Eleventh Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 262, the Twelfth Amendment to Master Deed recorded on December 5, 2014 at Liber 3887, Page 266, and the Restated Master Deed recorded on March 23, 2015 at Liber 3911, Page 742, Allegan County Records, and designated as Allegan County Condominium Subdivision Plan No. 177. Said Project is located on the land described on the attached **Exhibit A**.

This Thirteenth Amendment to Master Deed (also known as the First Amendment to the Restated Master Deed dated November 7, 2014) is made and executed on this 16<sup>th</sup> day of December, 2015, by Windcliff Shores Condominium Association, a Michigan nonprofit corporation, hereinafter referred to as the "Association", whose address is P.O. Box 567, South Haven, MI 49090, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), herein referred to as the "Act", and pursuant to the provisions contained in Article X(B)(2) of the Master Deed of Windcliff Shores. Said Amendment was approved by the requisite affirmative vote of at least 2/3 of the Co-owners eligible to vote, by a vote taken at the Annual Meeting of the Association held on June 6, 2015. The requisite affirmative vote of 2/3 of all mortgagees with an interest in the Project has been obtained.

The purpose of this Amendment is to change the rental term limits for Units from a minimum one month rental term to a minimum one year rental term.

**NOW THEREFORE**, in consideration of the foregoing, the Association hereby amends the Master Deed as follows:

1. Article VIII, Section 1(ii) of the Condominium Bylaws (Exhibit A to the Master Deed) is deleted in its entirety and replaced with the following:

(ii) **Leasing.** **Leasing of Units are allowed under the Master Deed, but only to the extent allowed by the Condominium Act and the Master Deed, including the specific provisions and prohibitions referenced below in this subsection (ii). The leasing regulations provided below are designed to maintain the Project's intended use, which is that of a collection of single-family residences.**

(a) No Co-owner shall lease less than an entire Unit in the Condominium. 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. The Developer, or the Association, to the extent of any Units owned by the Association, may lease any number of

Units in the Condominium in their discretion and may do so for periods which shall also be within their discretion.

(b) A Co-owner may lease his Unit and the dwelling built on such Unit, for any period, as long as the lease term is for at least one (1) year. The lease must be for the same purposes set forth in Section 1(a) of this Article VIII, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure sheriff's deed or other arrangement in lieu of foreclosure.

(c) The Board of Directors may charge a rental fee and/or a security deposit to Co-owners who elect to rent their Units and may impose additional rental requirements by rules established consistent with Section 1(II) below.

(d) A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. The lease shall include the name and address of the potential lessee, the lease term, and the rental amount and due dates of any rental or compensation payable to a Co-owner under the proposed agreement.

(e) Tenants and other 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. If the Association determines that the tenant or other occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:

(1) The Association shall notify the Co-owner by certified mail advising him of the alleged violation by the tenant or other occupant.

(2) The Co-owner shall have ten (10) days after receipt of such notice to investigate and correct the alleged breach by the tenant or other occupant or advise the Association that a violation has not occurred.

(3) If after ten (10) days the Association believes that the alleged breach has not been 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 other occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold the tenant, other occupant and the Co-owner liable for any damages caused by the Co-owner, other occupant or tenant in connection with the Condominium Unit or any Common Elements.

(f) When a Co-owner is in arrearage to the Association for assessments, the Association may send written notice of the arrearage to a tenant occupying a Co-owner's Condominium 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 issue a statutory

notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding and initiate proceedings under Section 112(4)(b) of the Act.

**[Altered Language Listed in Bold.]**

2. Except as provided above, all of the terms and conditions of the Master Deed and Exhibits A and B thereto, as previously amended shall remain in full force and effect.

WINDCLIFF SHORES CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation.

By: *Lawrence Koehler*  
 Lawrence Koehler  
 Its: President

STATE OF IL )  
 ) ss  
 COUNTY OF Will )

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by Lawrence Koehler, President of Windcliff Shores Condominium Association, a Michigan non-profit corporation, on behalf of the Association.



Klaris Tamazian  
 Print Name:  
 Notary Public, Klaris Tamazian County, Will  
 Acting in \_\_\_\_\_ County, \_\_\_\_\_  
 My commission expires: 6/19/2017

Thirteenth Amendment to Master Deed drafted by and when recorded return to:  
 Andrew W. Barnes (P70571)  
 Kotz Sangster Wysocki P.C.  
 12 Longmeadow Village Drive, Ste. 100  
 Niles, Michigan 49120  
 (269) 591-6920

## **Exhibit A**

### **Legal Description**

Commencing at the Northeast corner of said Section 25; thence North 89 degrees 19 minutes 06 seconds West along the North section line as monumented, 1043.48 feet to the centerline of Blue Star Memorial Highway; thence South 14 degrees 11 minutes 25 seconds West on same, 267.19 feet to the place of beginning of this description; thence continuing South 14 degrees 11 minutes 25 seconds West on said centerline, 409.65 feet to the North line of Beverly Beach subdivision as recorded in Liber 6 of plats on Page 1; thence North 89 degrees 30 minutes 16 seconds West on same, 2239.00 feet to an intermediate traverse line along Lake Michigan; thence North 00 degrees 08 minutes 49 seconds East on same, 398.01 feet; thence South 89 degrees 30 minutes 16 seconds East parallel and 398.00 feet North of the South line of the North 660 feet of the North half of said Section 25 a distance of 2338.40 feet to the place of beginning.