

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

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Liber 3422 Page 727 #2010010027

FIFTH 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 are required.

ENC ✓ This Instrument Drafted by:
Cynthia P. Ortega
Miller Johnson
303 N. Rose, Suite 600
Kalamazoo, Michigan 49007
(269) 226-2950

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FIFTH AMENDMENT TO MASTER DEED OF WINDCLIFF SHORES

Pursuant to the provisions contained in Article X (B) (2) of the Master Deed of Windcliff Shores, a Condominium, the Windcliff Shores Condominium Association, a Michigan nonprofit corporation, of 304 Broadway, South Haven, Michigan 49090, amends the Master Deed of Windcliff Shores, a Condominium project in Casco Township, Allegan County, Michigan, established pursuant to the Master Deed recorded in Liber 2291 Page 704, Allegan County Records, as amended by the First Amendment to Master Deed recorded on January 30, 2004 in Liber 2625 Page 1, by the Second Amendment to Master Deed recorded on July 8, 2007, at Liber 3137, Page 100, as amended by the Third Amendment to Master Deed recorded on September 28, 2007 at Liber 3163 Page 500, #2006035093, and as amended by the Fourth Amendment to Master Deed recorded on June 18, 2008, at Liber 3242 Page 826, #2008012902, and designated as Allegan County Condominium Subdivision Plan No. 177, to change the late fee and interest charges imposed for delinquent assessments. Upon the recording of this Fifth Amendment in the Office of the Register of Deeds for Allegan County, said Master Deed shall be amended in the following manner. This Fifth Amendment was approved by the requisite affirmative vote of at least 2/3 of the Co-owners by a vote taken at the Annual Meeting of the Windcliff Shores Condominium Association held on May 29, 2010.

AMENDMENT

The first three Paragraphs of Article V, Section 6 of Exhibit A to the Master Deed, the Condominium Bylaws, is amended in its entirety to provide as follows with new language underscored and deletions shown by a [*]:

ARTICLE V

OPERATION OF THE CONDOMINIUM

Section 6. Collection of Assessments. All assessments levied against the Co-owners to cover the expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit. Each Member, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his Unit during the time that he is the owner thereof, and no Member may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

If any member defaults in paying the assessed common charges or special assessments, late fees shall be charged as follows:

[*]

[*]

Received 15 days or more after the due date: \$ 25.00 fee shall be imposed on the 16th day

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In addition, for payments received more than thirty (30) days after their due date, interest at the rate of ten percent (10%) per annum or the highest legal rate permitted by law shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Condominium Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. Unpaid assessments, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents, shall constitute a lien upon the Unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record.

Except as above provided, 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.

Dated: May 29, 2010

WINDCLIFF SHORES CONDOMINIUM ASSOCIATION

By: Suzanne Callahan
Suzanne Callahan

Its: President

STATE OF MICHIGAN)
)
COUNTY OF ALLEGAN)

Callahan The foregoing instrument was acknowledged before me this 29th day of May, 2010, by Suzanne the President of Windcliff Shores Condominium Association.

Cynthia P. Ortega
Cynthia P. Ortega, Notary Public
Kalamazoo County, Michigan
My commission expires: 12-15-2013
Acting in Allegan County