

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

RECORDED

September 28, 2007 08:34:59 AM

Liber 3163 Page 500-502 D.MAM  
FEE: \$20.00



  
Liber 3163 Page 500 #2006035093

**THIRD 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.

This Instrument Drafted by:

Cynthia P. Ortega

Miller Johnson

303 N. Rose, Suite 600

Kalamazoo, Michigan 49007

(269) 226-2950

*EMW* ✓

ALLEGAN COUNTY

REC'D SEP 27 2007

③-cc-6

### **THIRD AMENDMENT TO MASTER DEED OF WINDCLIFF SHORES**

Pursuant to the provisions contained in Articles X (B) (2) of the Master Deed of Windcliff Shores, a Condominium, the Developer, Windcliff Shores, LLC, a Michigan limited liability company, 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, and by the Second Amendment to Master Deed recorded on July 8, 2007, at Liber 3137, Page 100, designated as Allegan County Condominium Subdivision Plan No. 177, to add a buy in fee to be due to the Association upon the sale of any Unit.

This Third Amendment was approved by the requisite affirmative vote of at least 2/3 of the Co-owners by a vote taken at the First Annual Meeting of the Windcliff Shores Condominium Association held on September 22, 2007. Upon the recording of this Third Amendment in the Office of the Register of Deeds for Allegan County, said Master Deed shall be amended in the following manner:

#### **AMENDMENT**

**Article V, Section 13** of Exhibit A to the Master Deed, the Condominium Bylaws, is amended by the addition of the following language:

Section 13. Closing Assessments. At the time of transfer of ownership of any Unit by deed, land contract or other method, the purchaser of the Unit shall pay a non-refundable fee to the Condominium Association which shall initially be equal to One Thousand and 00/100 (\$1,000) Dollars, but which may be adjusted from time to time, by the passage of a new rule by the Board of Directors pursuant to Article VIII, Section 1 (II). This assessment shall not be refundable upon the resale of a unit nor shall it be credited toward any future monthly assessments to be paid by a Co-owner on his or her unit.

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. This Third Amendment may be executed in counterparts, when placed together, they shall comprise one original document.

Dated: September 23, 2007

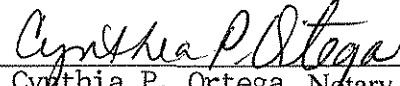
**DEVELOPER**

Windcliff Shores, LLC

By:   
James S. LoBretto, Jr., Manager

STATE OF MICHIGAN            )  
  )  
COUNTY OF   VAN BUREN    )

The foregoing instrument was acknowledged before me this 23 day of September, 2007, by James S. LoBretto, Jr., Manager of Windcliff Shores, LLC.

  
Cynthia P. Ortega, Notary Public  
  KALAMAZOO   County, Michigan  
My commission expires:   12/15/2013    
Acting in   Van Buren   County