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LIBER 48627 PAGE 592
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
09/23/2015 10:21:00 A.M. RECEIPT# 113889
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 SEP 23 PM 11:20

**SECOND AMENDMENT TO THE MASTER DEED OF
4100 WEST CONDOMINIUM
(Act 59, Public Acts of 1978 as amended)
Oakland County Condominium Subdivision Plan No. 117**

4100 WEST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of 4100 WEST CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof recorded in Liber 6001, Pages 357 through 386, both inclusive, and First Amendment to Master Deed recorded in Liber 41701, Page 190, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 117, hereby amends in the following manner Exhibit A to the First Amendment to Master Deed, the Amended and Restated Condominium Bylaws, pursuant to the authority contained in MCL 559.190 and MCL 559.190a. Upon recordation in the office of the Oakland County Register of Deeds, this Amendment shall become effective.

This Second Amendment to the Master Deed is made this 17th day of September, 2015, by 4100 West Condominium Association, a Michigan Non-Profit Corporation, hereinafter referred to as "Association", represented by the President of the Association, Patricia Tyrrell, who is fully empowered and qualified to act on behalf of the Association, and pursuant to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended). BP

The following Article VI, Sections 2(a) shall replace and supersede said existing section, which said Article VI, Section 2(a) of the Amended and Restated Condominium Bylaws shall be of no further force and effect:

Section 2. Leasing and Rental.

- (a) Co-owner may lease his/her Unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee for a minimum term of not less than one (1) year. No rooms in a Unit may be rented and no transient tenants accommodated. No subleasing of a Unit shall be allowed. From the date this Bylaw Amendment becomes effective upon recording with the Register of Deeds for Oakland County, no more than ten (10%) percent of Units in the Condominium may be leased or occupied only by non-co-owners, except that Co-owners of Units leased or occupied by non-co-owners or authorizing non-co-owners to reside there as of the effective date of this Amendment may continue leasing their Unit(s) for as long as they are the Co-owner of the Unit(s) and the Unit(s) was/were registered as a leased Unit upon the recording of this Amendment. The Board of Directors, in its sole discretion, may grant a hardship exception to this lease cap for a reasonable period of time on account of death, illness, job transfer or other good cause demonstrated by the Co-owner. For purposes of this section, "lease" shall refer to any occupancy arrangement, whether or not in writing, for rent or other consideration. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents including the Association's rules

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and regulations. All leases, occupancy agreements and occupancy arrangements shall be deemed to incorporate all of the provisions of the Condominium Documents. The Association may require Co-owners and tenants to execute a lease addendum prepared by the Association. Each Co-owner shall supply a complete set of the Condominium Documents, including the Master Deed, Bylaws and Rules and Regulations, to the tenant or non co-owner occupant and shall supply a receipt signed by the tenant or non co-owner occupant. A Co-owner shall also supply a fully executed copy of the lease agreement to the Association for its records. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s). The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2(a) as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

This Amendment is based upon the consent of more than two-thirds (2/3rds) of all Co-owners qualified to vote and the consent of more than two-thirds (2/3rds) of all first mortgagees. Except as amended hereby, said Master Deed of 4100 West Condominium (as previously amended) shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Master Deed to be executed this 17th day of September, 2015.

4100 WEST
CONDOMINIUM ASSOCIATION,
a Michigan Non-Profit corporation


By: Patricia Tyrrell
Its: President

STATE OF MICHIGAN)
) ss

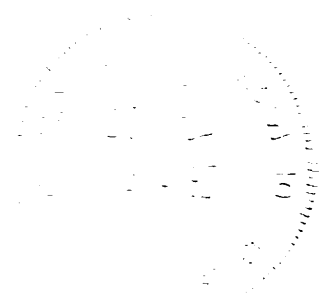
COUNTY OF OAKLAND)

On this 17th day of September, 2015, the foregoing Second Amendment to the Master Deed was acknowledged before me by Patricia Tyrrell, President of 4100 WEST CONDOMINIUM ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

Bette J. Twyman
Notary Public
Oakland County, Michigan
My commission expires: 30 May 2018
Acting in Oakland County, MI

DRAFTED BY/RETURN TO:
JEFFREY L. VOLLMER, ESQ.
23201 Jefferson Avenue
St. Clair Shores, MI 48080
(586) 773-1800

BETTE JANE TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2018
ACTING IN COUNTY OF Oakland



COUNTY OF OAKLAND

On this 1st day of September 2012, the foregoing Second Amendment to the Master Deed was acknowledged before me by Patricia L. Tynell, President of 4100 WEST COMMUNITARIAN CORPORATION, a Michigan non-profit Corporation, on behalf of and by authority of the Corporation.

Notary Public

County, Michigan
My commission expires _____
County, MI

NOTARY PUBLIC STATE OF MI
COUNTY OF OAKLAND
4100 WEST COMMUNITARIAN
ANN ARBOR MI 48106

DEPOSITED BY RETURN TO:
JEFFREY L. VOLLMER, ESQ.
23201 Jackson Avenue
Livonia, MI 48150
(734) 739-1800

