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BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
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NINETEENTH AMENDMENT TO MASTER DEED
OF
MOON SHADOWS ON RUSH LAKE CONDOMINIUM

WHEREAS, Moon Shadows on Rush Lake Condominium was established as a residential condominium project in the Township of Hamburg, County of Livingston, State of Michigan, by the recording of a Master Deed on April 2, 1991, in Liber 1463, Pages 923 to 985, and by the recording of a First Amended Master Deed on May 12, 1992, in Liber 1570, Pages 522 to 532, and by the recording of a Second Amended Master Deed in Liber 1944, Pages 97 to 117, and by the recording of a Third Amended Master Deed on September 13, 1996, in Liber 2088, Pages 22 to 30, and by the recording of a Fourth Amended Master Deed on October 29, 1997, in Liber 2242, Pages 10 to 13, and by the recording of a Fifth Amended Master Deed in Liber 2436, Pages 513 to 514, and by the recording of a Sixth Amended Master Deed in Liber 2451, Pages 861 to 862, and by the recording of a Seventh Amended Master Deed in Liber 2436, Pages 594 to 595, and by the recording of an Eighth Amended Master Deed in Liber 2482, Pages 282 to 283, and by the recording of a Ninth Amended Master Deed in Liber 2629, Pages 595 to 596, and by the recording of a Tenth Amended Master Deed in Liber 2664, Pages 407 to 414, and by the recording of an Eleventh Amended Master Deed in Liber 2676, Pages 808 to 809, and by the recording of a Twelfth Amended Master Deed in Liber 2766, Pages 755 to 756, and by the recording of a Thirteenth Amended Master Deed in Liber 2792, Pages 463 to 464, and by the recording of a Fourteen Amended Master Deed in Liber 2987, Pages 921 to 922, and by the recording of a Fifteen Amended Master Deed in Liber 3292, Pages 778 to 782, and by the recording of a Sixteenth Amendment to Master Deed In Liber 4316, Pages 011 to 012, and by the recording of a Seventeenth Amendment to Master Deed in Liber 4316, Pages 013-014, and by the recording of an Eighteenth Amendment to Master Deed in Liber 4316, Pages 015-016, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 28; and,

WHEREAS, Moon Shadows on Rush Lake Condominium is administered by Moon Shadows on Rush Lake Condominium Association, the Michigan nonprofit corporation designated to administer the affairs of the project pursuant to said Master Deed,

WHEREAS, amendments to the Master Deed and Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved in accordance with the requirements of MCL 559.190 and MCL 559.190a;

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Paragraph 2 of the Fourth Amended Master Deed of Moon Shadows on Rush Lake Condominium is hereby amended as follows:

The ten Limited Common Element boat slips were created by the Third Amended Master Deed for the Project, and which are designated as Limited Common Elements A*, B*, C*, D*, E*, F*, G*, H*, I* and J* on Re-plat No. 4 of Livingston County Condominium Subdivision Plan No. 28, which is attached to that amendment as well as any dock lots created in Article IV, Section 2(a) of the Master Deed, shall be Limited Common Elements assigned as an appurtenance to a specific Unit.

Any Unit to which a boat slip or dock lot is assigned as a Limited Common Element shall also be assessed an additional amount by the Association for the care and maintenance of Rush Lake, in the same amount as that assessed against Units having water frontage on Rush Lake. The reassignment of Limited Common Elements shall be evidenced by appropriate amendment to the Master Deed of the Condominium, which shall be recorded in the office of the Livingston County Register of Deeds. The Co-owner of a boat slip shall be subject to all restrictions on the use and maintenance of the boat slip, as set forth in Article VI, Section 16 of the Bylaws of the Condominium. The responsibility for the performance of maintenance, repair and replacement and cost of maintenance, repair and replacement of Limited Common Element boat slips and dock lots shall be borne by the Co-owner of the Unit to which the boat slip or dock lot is appurtenant. All boat slips and dock lots must be assigned as a limited common element to an established unit in the Condominium and may not be conveyed under any circumstances to a non-co-owner.

And,

Article II, Section 3 of the Condominium Bylaws is hereby amended as follows:

Section 3. APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in one annual installment, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. A late charge in the amount of \$25.00 per month, on in such other reasonable amount as determined upon written notice to all co-owners from time to time by the Board of Directors shall be assessed each month while a co-owner is delinquent in any sum due the Association. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. A land contract purchaser for any Co-owner and such land contract Seller shall be jointly and severally liable for all such assessments levied up to the point of conveyance of legal title to the land contract purchaser or extinguishment of the land contract purchaser's rights to the unit by the seller.

Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due date.

And,

Article VIII, Voting, of the Condominium Bylaws shall be amended as follows:

Section 5. VOTING. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. No individual may carry and vote more than five proxies at any meeting or on any matter put to vote by the Association. Cumulative voting shall not be permitted.

And,

Condominium Bylaws, Article XI, that was attached as Exhibit A to the original Master Deed, is hereby amended as follows:

Section 1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall be comprised of 5 members all of whom must be members of the Association and must reside within the Condominium as their principal residence. Directors shall serve without compensation.

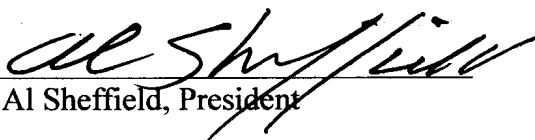
And,

Article VI, Section 5. PETS of the Condominium Bylaws is hereby amended to eliminate the first sentence of that section which formerly stated:

“No animal other than two domesticated cats, dogs or cat and dog, each of which shall not exceed 30 pounds in weight, shall be maintained in the Condominium by any Co-owner without the prior written consent of the Association.”

In all respects other than as indicated above, the originally recorded and previously amended Master Deed of Moon Shadows on Rush Lake Condominium, including the Bylaws attached thereto as Exhibit A, recorded as aforesaid, is hereby ratified, confirmed and re-declared.

MOON SHADOWS ON RUSH LAKE
CONDOMINIUM ASSOCIATION

By: 
Al Sheffield, President

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing Nineteenth Amendment to Master Deed of Moon Shadows on Rush Lake Condominium Association was acknowledged before me, notary public on the 13th day of November, 2017, by Al Sheffield, known to me to be the President of Moon Shadows on Rush Lake Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that he has executed this Nineteenth Amendment to Master Deed as his own free act and deed on behalf of the Association.

Katie Clark
Katie Clark, Notary
Public
County of Livingston, State of Michigan
Acting in Livingston County, Michigan
My Commission Expires: 10-1-24

DRAFTED BY AND WHEN
RECORDED RETURN TO:

✓ Edward J. Zelmanski (P30530)
Zelmanski, Danner & Fioritto, PLLC
44670 Ann Arbor Road, Ste. 170
Plymouth, MI 48170

~~Kathleen J. Clark~~ Katie Clark
Notary Public
Livingston County, Michigan
Comm Expires ~~10/01/2017~~ 10-1-24
Acting in _____
County, Michigan