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RECOHDED 10/24/2016 4:25:29 PM LAKE COUNTY, MI LISA WILLIAMS, REGISTER OF DEEDS

\$30.00 RECEIPT# 11315, STATION 2



Liber 388

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Amendment No. 10 To Master Deed of Pere Marquette Oaks Condominium RV Park

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

Amendment No. 10 to Lake County Condominium Subdivision Plan No. 7

- 1. Amendment No. 10 to Master Deed and Bylaws
- 2. Exhibit A to Amended Master Deed: Affidavit of Co-Owner and Mortgagee Approval of Amendment No. 10.
- 3. Exhibit B to Amended Master Deed: Consents by Mortgagees
- 4. Exhibit C to Amended Master Deed: Affidavit of Mailing of Notice of Proposed Amendment No. 10.

No interest in real estate is being conveyed by this Amendment. No revenue stamps are required.

This Instrument Drafted By: William A. Sikkel, Esq.

PROPERTY LAW SOLUTIONS, PLC

42 East Lakewood Blvd Holland, Michigan 49424

(616) 394-3025



Amendment No. 10 To Master Deed of Pere Marquette Oaks Condominium RV Park (Act 59, Public Acts of 1978, as amended)

Pere Marquette Oaks Condominium RV Park Association, a Michigan non-profit corporation, of 6150 W 76th Street, Baldwin, Michigan 49304 ("Association"), as the governing Association of Co-owners responsible for maintaining, operating, and administering Pere Marquette Oaks Condominium RV park, a condominium project established pursuant to the Master Deed of the Project dated September 25, 2000, and recorded on October 19, 2000 in Liber 246, Page 064, Lake County Records, and designated as Lake County Condominium Subdivision Plan No. 7, as amended by Amendment No. 1 to the Master Deed dated February 4, 2003 and recorded on April 8, 2003 in Liber 272 Page 1008 Lake County Records, and further amended by Amendment No. 2 to the Master Deed dated August 1, 2003 and recorded on August 12, 2003 in Liber 276 Page 1433 Lake County Records, and further amended by Amendment No. 3 to the Master Deed dated September 12, 2003 and recorded on September 15, 2003 in Liber 278 Page 273 Lake County Records, and further amended by Amendment No. 4 to the Master Deed dated June 9, 2005 and recorded on June 9, 2005 in Liber 296 Page 1557 Lake County Records, and further amended by Amendment No. 5 to the Master Deed dated June 27, 2006, and recorded June 27, 2006 in Liber 307 Page 1694 Lake County Records, as further amended by Amendment No. 6 to the Master Deed dated August 28, 2008 and recorded August 28, 2008 in Liber 328 Page 449 Lake County Records, and further amended by Amendment No. 7 to the Master Deed dated January 27, 2011 and recorded March 17, 2011 in Liber 346 Page 490 Lake County Records, as further amended by Amendment No. 8 to the Master Deed dated September 12, 2012 and recorded September 12, 2012 in Liber 357 Page 1017 Lake County Records, as further amended by Amendment No. 9 to the Master Deed dated May 21, 2015 and recorded May 29, 2015 in Liber 377 Page 1163 Lake County Records (the "Project"), hereby amends the Master Deed, pursuant to the authority reserved to the Association in Article X of the Master Deed, for the purposes stated below.

The Bylaws attached to the Master Deed are hereby amended as follows:

- Section 4 entitled "Method of Voting" of Article II of the Bylaws to the Master Deed entitled "Membership and Voting" is hereby deleted in its entirety and replaced with the following:
 - Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by Article II, Section 6 of the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting. In lieu of a meeting, votes may also be cast by written ballot approving a specific matter, with said ballot delivered to the Association President in person or via U.S. Mail.



- 2. Section 11 entitled "Reserve for Major Repairs and Replacements" of Article V of the Bylaws to the Master Deed entitled "Operation of the Property" is hereby deleted in its entirety and replaced with the following:
 - Section 11. Reserve for Major Repairs and Replacements. The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a cumulative basis. Monies in the reserve fund shall be used for major repairs and replacement of common elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of members should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.
- 3. Subsection (g) entitled "General Restrictions" of Section 1 entitled "Establishment of Restrictions" of Article VII of the Master Deed entitled "Use and Occupancy Restrictions; Enforcement" is hereby deleted in its entirety and replaced with the following:
 - (g) General Restrictions. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the members, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No member owning any unit shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. "Quiet hours" shall be observed daily from 10:00 P.M. to 8:00 A.M.
- 4. Subsection (e) entitled "Outbuildings" of Section 2 entitled "Construction Standards" of Article VII of the Bylaws to the Master Deed entitled "Use and Occupancy Restrictions; Enforcement" is hereby deleted in its entirety and replaced with the following:
 - (e) **Outbuildings.** All outbuildings shall be of similar materials and architecturally conform to the main structure located on the unit. All outbuildings shall be light colored and vinyl sided. The dimensions of such outbuildings shall be $10^{\circ} \times 12^{\circ}$ with 8° high side walls, and a 4/12 roof pitch. Outbuildings shall be placed on the back portion of the unit.
- 5. Subsection (a) entitled "Site Plan Review" of Section 2 entitled "Construction Standards" of Article VII of the Bylaws to the Master Deed entitled "Use and Occupancy Restrictions; Enforcement" is hereby deleted in its entirety and replaced with the following:

- (a) **Site Plan Review.** The Association, though its Board of Directors, shall have the right to appoint members to serve on a Review Committee to act as the Design Agent as referred to herein. In the absence of the formation of a Review Committee, the Board of Directors shall act as the Design Agent. The Design Agent, shall review and approve the placement, design and exterior finish of park models as well as other site improvements for any building or improvements on any unit. This review applies to the original building and improvements and to later additions or alterations.
- 6. Subsection (a) of Section 2 entitled "Notices of Desire and Intent" of Article VIII of the Bylaws to the Master Deed entitled "Approval of Transfer or Lease" is hereby deleted in its entirety and replaced with the following:
 - (a) A member who desires to rent or lease his Condominium unit for 6 months or more shall provide notice of such desire to the Board of Directors at least ten (10) days before entering into a lease agreement with a potential tenant. At the same time, the member shall provide to the Board a copy of the exact lease form proposed so that the Board may review it for compliance with the Condominium Documents. Tenants and non co-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provisions of the Act, and all leases and rental agreements shall so state. The Board shall advise the member of any deficiencies in the lease form and the member shall correct such deficiencies as directed by the Board before presenting a copy of the lease form to a potential tenant. If the Developer desires to rent or lease a Condominium unit before the transitional control date, it shall notify either the Advisory Committee or each co-owner in writing. There are no restrictions on the number of days a Unit may be leased.
- 7. Subsection (b) of Section 2 entitled "Notices of Desire and Intent" of Article VIII of the Bylaws to the Master Deed entitled "Approval of Transfer or Lease" is hereby deleted in its entirety and replaced with the following:
 - (b) In addition, a member who intends to sell or lease his unit, or any interest therein, shall give the name and address of the intended purchaser or tenant and such other information concerning the intended sale or lease the Board may reasonably require. The giving of such notice of intent shall constitute a warranty and representation by the member to the Association as hereinafter provided that such member believes the proposal to be bona fide in all respects. No proposed transaction shall be considered by the Board under this Article VIII, and no notice of a proposed transaction shall be deemed given, which is not evidenced by an exact copy of the agreement of sale or lease subject to the approval and right of first refusal contained herein. Such agreement must be executed by the selling or leasing member and the proposed purchaser or tenant and must contain all pertinent terms of the sale or lease proposed to be made. If the notice and information herein required is not presented to the Board, then at any time after learning of a transaction or event transferring ownership or



possession of a unit, the Board may, without notice, disapprove the transaction or new ownership.

- Section 3 entitled "Approval or Disapproval" of Article VIII of the Bylaws of the Master Deed entitled "Approval of Transfer or Lease" is hereby deleted in its entirety and replaced with the following:
 - Section 3. Approval or Disapproval. Within thirty (30) days after receipt of a notice of intent described in subsection 2(b) of this Article VIII, together with all information requested by it within ten (10) days of such notice, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser or tenant. If disapproved, the Association shall provide a formal written notice as to the reason for disapproval.

In the event of a transfer, or attempted transfer, by operation of law, the Board shall have thirty (30) days after its receipt of notice thereof, together with all information requested by it, to purchase the unit for its fair market value in accordance with the terms of this Section 3.

- Section 5 entitled "Additional Restrictions on Leasing" of Article VIII of the Bylaws of the Master Deed entitled "Approval of Transfer or Lease" is hereby deleted in its entirety and replaced with the following:
 - Section 5. Additional Restrictions on Leasing. The Board may, except to the extent prohibited by law, require a security deposit from any proposed tenant of a recreational vehicle unit as a condition to the approval of any lease.
- Section 5 entitled "Amendments Concerning Leases" of Article X of the Bylaws to the Master Deed entitled "Amendments" is hereby deleted in its entirety and replaced with the following:
 - Section 5. Amendments Concerning Leases. Provisions in these Bylaws relating to the ability or terms under which a member may rent his unit may not be modified and amended without the consent of 2/3rd of the Members and mortgagees.

In all other respects, the Master Deed of Pere Marquette Oaks Condominium RV Park, including the Bylaws and Condominium Subdivision Plan, respectively attached to it and recorded as stated above, is by this document ratified, confirmed and redeclared.

Association: Dated: July 13, 2016

Pere Marquette Oaks Condominium RV Park Association

By: Will Van Oh

William VanDeVusse Its President

Acknowledged before me in Delta County, Michigan on July 3, 2016 by William VanDeVusse, as President of Pere Marquette Oaks Condominium RV Park Association, a Michigan non-profit corporation, for the corporation.

Notary Public, State of Michigan, County of Delto-

Acting in the County of ____

My Commission expires

Drafted by and after recording return to: William A. Sikkel, Esq. PROPERTY LAW SOLUTIONS, PLC 42 East Lakewood Blvd Holland, MI 49424 (616) 394-3025

Lorna L. Charlevoix, Nony Public State of Michigan, Courty of Delta My Commission Expires 10/8/2022 Acting in the County of

AFFIDAVIT OF CO-OWNER AND MORTGAGEE APPROVAL OF AMENDMENT NO. 10 TO MASTER DEED OF PERE MARQUETTE OAKS CONDOMINIUM RV PARK

William VanDeVusse, being duly sworn, deposes and states that:

- I am the President of Pere Marquette Oaks Condominium RV Park, a Michigan 1. non-profit corporation.
- Amendment No. 10 to Master Deed of Pere Marquette Oaks Condominium RV Park was approved by the vote of more than two-thirds of the Co-Owners in Pere Marquette Oaks Condominium RV Park at its Annual Meeting held on August 9, 2014.
- Amendment No. 10 to Master Deed of Pere Marquette Oaks Condominium RV Park was approved by the vote of more than two-thirds of the Mortgagees holding mortgages secured by units within Pere Marquette Oaks Condominium RV Park.

Further deponent saith not.

Acknowledged before me in Delta County Michigan on July 13, 2016, by William VanDeVusse, President of Pere Marquette Oaks Condominium RV Park, a Michigan nonprofit corporation, on behalf of the corporation. Jones J. Charling

Notary Public, State of Michigan, County of 1/e/1+a

Acting in the County of Arth

My Commission expires

Lorna L. Charlevoix, Notary Public State of Michigan, County of Delta My Commission Expires 10/8/2022 Acting in the County of

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MORTGAGEE CONSENT TO AMENDMENT NO. 10 TO MASTER DEED OF PERE MARQUETTE OAKS CONDOMINIUM RV PARK

Ronald J. Helder, as Trustee of the Helder Revocable Trust dated February 14, 2003, whose address is 2160 Creekside S.W. Byron Center MI 49315 who is the Mortgagee of record regarding mortgages recorded again Units5A,6A,8A, 10A,2,9,11,13,15,21,30,45,50,71,79,82,83,84,85,86-87,88,91,92 and 93 of Pere Marquette Oakes Condominium RV Park, hereby approves and consents to the recording of Amendment No. 10 to Master Deed of Pere Marquette Oaks Condominium RV Park, which amendment was approved by the Unit Owners at the Annual Meeting on August 9, 2014.

Ronald J. Helder, Trustee of the Helder Revocable Trust

dated February 14, 2003

County, Michigan, on by Acknowledged before me in Ronald J. Helder, Trustee of the Helder Revocable Trust dated February 14, 2003

> Notary Public, KAVT Acting in

County, Michigan County, Michigan

My Commission Expires: __

Prepared by and after recording return to: William A. Sikkel, Esq. Property Law Solutions, PLC 42 East Lakewood Blvd

Holland, Michigan 49424

(616) 394-3025



MORTGAGEE CONSENT TO AMENDMENT NO. 10 TO MASTER DEED OF PERE MARQUETTE OAKS CONDOMINIUM RV PARK

Jerry A. Bott, as Trustee of the Patrica J. Bott Trust, whose address is 2381 Deer Trail Drive NE, Grand Rapids, Michigan 49505, who is the Mortgagee of record regarding mortgages recorded against Units 8, 10, 14, 20, 37, and 54 of Pere Marquette Oakes Condominium RV Park, hereby approves and consents to the recording of Amendment No. 10 to Master Deed of Pere Marquette Oaks Condominium RV Park, which amendment was approved by the Unit Owners at the Annual Meeting on August 9, 2014.

Dated:	Jerry A. Bott, as Trustee of the Patricia J. Bott Trust
Acknowledged before me in	County, Michigan, on September 23 2016, by
Jerry A. Bott, as Trustee of the Patricia J. Bott Trus	
	Notary Public, Kent County, Michigan Acting in Kont County, Michigan My Commission Expires: 4-19-22

Prepared by and after recording return to: William A. Sikkel, Esq. Property Law Solutions, PLC 42 East Lakewood Blvd Holland, Michigan 49424 (616) 394-3025

PENNY STUPNICKI Notary Public, KENT COUNTY, MI ting in County, MI Acting in My commission Expires April 19, 2022



Exhibit C Amendment No. 10 To Master Deed of Pere Marquette Oaks Condominium RV Park

AFFIDAVIT OF MAILING

William A. Sikkel deposes and says:

- 1. I am the attorney for the Pere Marquette Oaks Condominium RV Park Association.
- 2. I mailed on October 4, 2016, by first class mail, postage prepaid, a copy of Amendment No. 10 to Master Deed of Pere Marquette Oaks Condominium RV Park to all Coowners of record as required by Section 90(5) of the Michigan Condominium Act, pursuant to the Co-Owners roster maintained by the Pere Marquette Oaks Condominium RV Park Association.

William A Sikkel

Signed and sworn to before me in Ottawa County, Michigan on October 15, 2016 by William A. Sikkel.

Abigail P.J. Brewer, Notary Public Kent County, State of Michigan

Acting in Ottawa County, Michigan

My Commission expires: 11/14/2018