



3/23/2015 12:20:00 PM



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4/9/2015 12:30:00 PM

2015-0012479

FILED/SEALED FOR RECORD IN

OTTAWA COUNTY, MI

JUSTIN F. ROEBUCK

COUNTY CLERK/REGISTER OF DEEDS

04/09/2015 AT 2:09 PM

AMEND TO MASTER DEED 23.00

SECOND AMENDMENT TO MASTER DEED FOR MARINA BAY CONDOMINIUM

MARINA BAY CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, the address of which is Wave!and Property Management LLC, 42 E. Lakewood Boulevard, Holland, Michigan 49424, having been established to administer the common affairs of Marina Bay Condominium, a residential condominium project located in the Village of Mill Point, Ottawa County, Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 4871, Page 840, Ottawa County Records, as amended by a First Amendment to Master Deed recorded in Liber 5206, Page 24, Ottawa County Records (collectively, the "Master Deed"), with the consent of (a) at least 2/3 of the votes of all Co-owners entitled to vote as of February 12, 2015 and (b) Marina Bay Holdings, LLC, a Michigan limited liability company, which owns Units 1-12 of the Condominium Project, hereby amends the Master Deed pursuant to Article X thereof for the purposes set forth below. Upon the recording of this Second Amendment to Master Deed (including the Condominium Bylaws attached thereto as Exhibit A), the Master Deed will be amended as follows:

1. Section 5.6 of the Condominium Bylaws is hereby amended and restated in its entirety to read as follows:

5.6 Financial Responsibility of the Owner(s) of Units 1-12. Notwithstanding anything to the contrary contained in these Bylaws or the Master Deed, except for any assessment levied by the Association against a particular Unit other than pursuant to Section 5 of the Bylaws, the Co-owner of any of Units 1-12 (each such Unit is referred to herein individually as a "Unbuilt Unit") shall, with respect to such Unbuilt Unit, be responsible for the payment of fifty percent (50%) of any assessments levied by the Association that become due and payable after 2014 until such time as a certificate of occupancy or the equivalent thereof, whether temporary, conditional, permanent or unconditional or otherwise, is issued by the applicable governmental authority with respect to (a) such Unbuilt Unit or (b) the building within which such Unbuilt Unit is located if a certificate of occupancy or the equivalent thereof is not issued with respect to individual Unbuilt Units located within such building (the "COO Date") (the period of time with respect to a Unit from and after January 1, 2015 to the COO Date with respect to such Unit is referred to herein as the "Partial Assessment Abatement Period"); provided, however, that such Co-owner shall have no responsibility during such Partial

Assessment Abatement Period for the portion of any assessment levied by the Association for any major repair or replacement of a Common Element which is a component of an existing building containing one or more Units which are not Unbuilt Units. Except for any assessment levied by the Association against a particular Unit other than pursuant to Section 5 of the Bylaws, the Co-owner of an Unbuilt Unit shall, with respect to such Unbuilt Unit, be responsible for the payment of one hundred percent (100%) of all assessments levied by the Association that become due and payable on or after the COO Date occurs with respect to such Unbuilt Unit. By way of example, if the annual Association assessment levied against each of the Units during a year is \$3,600, payable in equal quarterly installments of \$900, and the COO Date with respect to an Unbuilt Unit occurs on June 30th of such year, the Co-owner of such Unbuilt Unit would be required to pay \$450 for each of the first two (2) installments of the annual assessments for such year and \$900 for each of the last two (2) installments of such year.

2. Section 7.9 of the Condominium Bylaws is hereby amended and restated in its entirety to read as follows:

7.9 Rights of Owner of Unbuilt Units. The Co-owner of the Unbuilt Units, either directly or through a residential builder with whom such Co-Owner has contracted, shall have the right, prior to the development and sale of the Unbuilt Units, to maintain a model Unbuilt Unit, to maintain a sales office within an Unbuilt Unit, to maintain advertising display signs, storage areas and reasonable parking incident to its sales efforts at locations reasonably approved by the Association, and in furtherance of the development and sale of the Unbuilt Units, the Co-owner, any such residential builder and their respective duly authorized agents, representatives, employees, contractors and materialmen, and all potential purchasers of the Unbuilt Units, shall have such access to, from, and over the Project as may be reasonable to enable development and sale of the Unbuilt Units; provided, that no such use or access shall materially interfere with or impair other Co-owners use or enjoyment of their respective Units or the Common Elements. The Co-owner of the Unbuilt Units shall pay all costs related to such use and, at its sole expense, restore all portions of the Project damaged or affected by such use to good condition and repair upon termination of such use.

3. All rights and easements of the Developer under the Master Deed, including the Exhibits thereto, are hereby terminated and null and void and of no further force or effect.

4. In all other respects, other than as hereinabove indicated, the Master Deed of Marina Bay Condominium, including the Condominium Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

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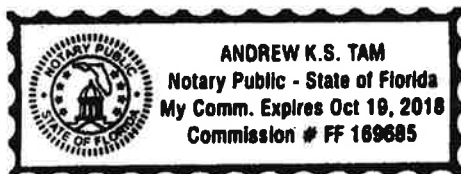
Dated this 3rd day of March, 2015.

**MARINA BAY CONDOMINIUM
ASSOCIATION**, a Michigan non-profit
corporation

By: G. Michael Weaks
G. Michael Weaks, its President

Florida
STATE OF ~~MICHIGAN~~)
) ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3rd day of March, 2015, by G. Michael Weaks, the President of Marina Bay Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.



Andrew K.S. TAM, Notary Public
Orange County, ~~Michigan~~ Florida
My Commission Expires: October 19, 2018
Acting in Orange County, ~~Michigan~~ Florida

CONSENT

The undersigned, being the owner of Units 1-12 of Marina Bay Condominium, hereby consents to the attached Amendment and the recordation of same in the office of the Ottawa County Register of Deeds.

**MARINA BAY HOLDINGS, LLC, a Michigan
limited liability company**

By: Richard Vandenberg
RICHARD VANDENBERG
Its: Vice President MANAGER

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 30TH day of January, 2015, by Richard Vandenberg, the Vice President MANAGER of Marina Bay Holdings, LLC, a Michigan limited liability company, on behalf of the company.

Angela Riksen
ANGELA RIKSEN, Notary Public
OTTAWA County, Michigan
My Commission Expires: 10-21-18
Acting in OTTAWA County, Michigan

ANGELA RIKSEN
Notary Public, State of Michigan
County of Ottawa
My Commission Expires Oct. 21, 2018
Acting in the County of OTTAWA

Prepared by and when recorded return to:
Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue
Suite 300
Detroit, Michigan 48226

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