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STATE OF MICHIGAN, COUNTY OF CHARLEVOIX  
SHIRLEY M. COBLENTZ, REGISTER OF DEEDS

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2022 MAY 31 AM 10:29

**THIRD AMENDMENT TO MASTER DEED**

**FOR**

**THE RESERVE**

**THIRD AMENDMENT TO MASTER DEED** made this 26 day of May, 2022, by THE RESERVE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, of 2385 Oak Ridge Drive, Troy, Michigan 48098 (hereinafter referred to as the "Association");

**WITNESSETH:**

WHEREAS, McKeough Land Company, Inc., an Illinois corporation duly qualified to transact business in the State of Michigan, of 104 South Union Street, Suite 212, Traverse City, Michigan 49684, the developer, established **THE RESERVE** as a condominium project pursuant to that certain Master Deed dated June 27, 2005, and recorded June 28, 2005, in Liber 689, Pages 38 through 117 inclusive, Charlevoix County Records, as amended by the First Amendment to Master Deed for The Reserve dated September 20, 2005 and recorded September 20, 2005 in Liber 705, Pages 489 through 495 inclusive, Charlevoix County Records; and

WHEREAS, the Association amended the Master Deed for The Reserve pursuant to that certain Second Amendment to Master Deed for The Reserve dated September 23, 2017 and recorded October 5, 2017 in Liber 1172, Pages 771 through 778 inclusive, Charlevoix County Records; and

WHEREAS, the Association, on behalf of all of the Co-Owners, wishes to amend said Master Deed for the purpose of adding a notice of transfer requirement and transfer fee payment obligation to be applicable to all unit transfers made for consideration; and

WHEREAS, Article XII authorizes amendment in general to the Master Deed for proper purposes without the consent of Co-Owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-Owners, mortgagees, or other interested parties; and

WHEREAS, pursuant to Section 90(1) of the Condominium Act, the Board of Directors of the Association believes in good faith that the amendment does not materially alter or change the rights of a Co-Owner, mortgagee or other interested parties.

**NOW, THEREFORE**, in consideration of the premises and the rights reserved in the above-referenced Master Deed, said Master Deed is hereby amended in the following manner:

1. A new Section 33 shall be added to Article VII of the Condominium Bylaws, being Exhibit "A" to the Master Deed, to provide as follows:

Section 33. Any Co-Owner, including the Developer, desiring to transfer a unit owned by them for consideration, other than pursuant to a lease, shall disclose to the proposed grantee or grantees as the case may be (the "Grantee"), prior to the closing of the transfer to the Grantee, that the Grantee must provide to the Association each of the following at or prior to the closing of the transfer: (i) the full legal name and mailing address of the Grantee; (ii) the name and mailing address of each mortgagee which is to have an interest in Grantee's unit; and (iii) the full amount of the Title Transfer Fee. By virtue of taking title to a unit, Grantee shall be obligated to comply with this Section regardless of whether the grantor/Co-Owner complied with this Section. On the date of the recording of the amendment which adds this provision, the Title Transfer Fee is \$300; the Association shall have the authority to reasonably increase this Fee from time to time. Title Transfer Fees collected shall be deposited into the capital reserve fund maintained by the Association for the repair and replacement of general common elements; the Association shall have the authority to reallocate such funds into the general operating account at its reasonable discretion.

2. In all other respects the provisions of the Master Deed of **THE RESERVE** dated June 27, 2005, as amended by the First Amendment to Master Deed for The Reserve dated September 20, 2005, and as amended by the Second Amendment to Master Deed for The Reserve dated September 23, 2017, as recorded in the Office of the Register of Deeds for Charlevoix County, Michigan as Condominium Subdivision Plan No. 152, are hereby ratified and reaffirmed.

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Association has duly executed this Third Amendment to Master Deed as of the day and year first above written.

**ASSOCIATION:**

THE RESERVE  
CONDOMINIUM ASSOCIATION

By: Carrie Shiels  
Carrie Shiels

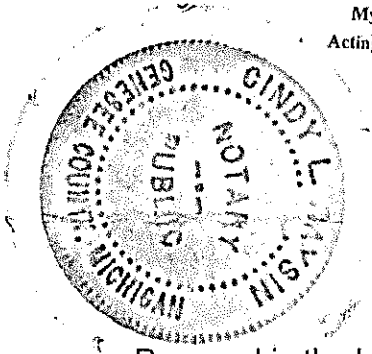
Its: President

STATE OF MICHIGAN }  
County of Genesee }ss

On this 26 day of May, 2022, before me, a Notary Public in and for said County and State, personally appeared Carrie Shiels, the President of THE RESERVE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, to me personally known, who, being by me duly sworn, did say that she is the President of said corporation, the Association of said Condominium Project, and she acknowledged that she has executed said instrument as her free and voluntary act and deed on behalf of said corporation.

Cindy L Raysin  
Notary Public, State of MI  
County of Genesee  
My Commission Expires: Jan. 28, 2025  
Acting in the County of

Cindy L Raysin  
(print name of notary public below signature)



Genesee

Notary Public, County of: Genesee  
My commission expires: 01-28-2025  
Acting in County of: Genesee

Prepared in the Law Office of:  
When Recorded, Return to:

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