

2022 OCT -6 AM 10:45



LIBER 1539

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10/06/2022 11:15:16 AM

**SECOND AMENDMENT TO CONDOMINIUM BY-LAWS
MONROVIA BEACH CLUB HARBORPOINTE CONDOMINIUM**

The Second Amendment to the Association Bylaws of Monrovia Beach Club Harborpointe Condominium Association are hereby incorporated by reference and adopted in their entirety as a part of the Association Bylaws of this Corporation.

1. **ARTICLE I, SECTION B, paragraph (3), shall be deleted in its entirety and the following shall be substituted in lieu thereof:**

Except as limited in these By-Laws, each owner shall be entitled to one (1) vote for each unit owned. The one (1) vote per unit also applies to the voting for the Association Directors and this vote will not be weighted by value.

2. **ARTICLE I, SECTION B, paragraph (7) shall be deleted in its entirety and the following shall be substituted in lieu thereof:**

The presence in person or by proxy of fifty-one (51%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which such person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the questions upon which the vote is cast. Value is the assessment percentage assigned to each unit *determining their share in the proceeds and expenses of the administration of the condominium.*

3. **ARTICLE II, SECTION D, shall be deleted in its entirety and the following shall be substituted in lieu thereof:**

With the exception of water and sewage fees which are prorated equally across all units, all assessments, Association fees and any other authorized charges 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, Association fees and any other authorized charges as determined in accordance with subparagraph (1) of Section C shall be payable by co-owners in four (4) equal calendar quarterly installments, commencing with acceptance of a deed to a unit or with acquisition of fee

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simple title to a unit by any other means. Special assessments and any other authorized charges shall be due and payable at such times as the Association shall determine. The payment of an assessment, Association fees and any other authorized charges shall be in default if such assessment, Association fees and any other authorized charges, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments, Association fees and any other authorized charges in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. The Association may levy fees for late payment in addition to such interest. The late payment fees shall be due and payable together with the Association fees on the next date on which Association fees are due and payable. Failure to pay the processing fees shall subject the defaulting co-owner to all liabilities set forth in the Condominium Documents. Each co-owner (whether one or more persons), shall be, and remain, personally liable for the payment of all assessments, Association fees and any other authorized charges pertinent to his apartment or townhouse which may be levied while such co-owner is the owner thereof.

4. ARTICLE V, SECTION E, shall be deleted in its entirety and the following shall be substituted in lieu thereof:

The Association shall be responsible for the reconstruction, repair and maintenance of the common elements (with the exception of normal age-related glass seal failures causing inter-pane fogging in windows or door walls in a co-owner's unit) and any incidental damage to a unit caused by such common elements or the reconstruction, repair or maintenance thereof. Windows and door walls damaged by co-owner's negligence will be repaired at co-owner's expense. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair the damaged property to a condition as good as that existing prior to such reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, the funds for the payment of such costs are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs thereof.

5. ARTICLE VI, SECTION K, shall be deleted in its entirety and the following shall be substituted in lieu thereof:

- A. All flooring coverings installed after January 1, 2021, regardless of materials used shall meet or exceed the International Building Code (IBC) noise level ratings of 52 for Sound Transmission Class (STC) for ambient or sound through multiple rooms and for Impact Insulation Class testing (IIC); however, such rule shall not apply to any floor covering installed prior to January 1, 2021, as testing is not available.
- B. Such rule shall not apply to Unit C-102 or any other unit that does not have a unit below it.
- C. Any floor covering in the living room, dining room and bedrooms not meeting these requirements shall be covered with carpet.



- 6. ARTICLE VI, SECTION L, shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Only UL wired electric grills are permitted on the decks/porches or patios of any unit. All other open flame devices, including LP gas grills, smokers, fire pits or other devices using charcoal or wood are not permitted. Financial burden of any damages caused by a grill is the sole responsibility of the grill unit owner.

- 7. ARTICLE VI, SECTION N shall be deleted in its entirety.

- 8. ARTICLE VI, SECTION P shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any regulation or amendment may be revoked at any time by the affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of members. Value is the assessment percentage assigned to each unit determining their share in the proceeds and expenses of the administration of the condominium.

- 9. ARTICLE VIII, SECTION C, shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Except as restricted by Section E of this Article VIII, these By-laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by the affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all co-owners both in number and in value. A vote in number means one (1) vote per unit, and in value means the number of votes corresponding to the assessment percentage allocated to each unit determining their share in the proceeds and expenses of the administration of the condominium.

**MONROVIA BEACH CLUB
HARBORPOINTE CONDOMINIUM**

Brian A. Blaesing
By: Brian Blaesing, President

Suzanne Kropfreiter
Suzanne Kropfreiter
Secretary



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STATE OF MICHIGAN

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COUNTY OF ST. CLAIR

The foregoing instrument was acknowledged before me a Notary Public in and for said County, this 1st day of October, 2022, by **Brian Blaesing, President and Suzanne Kneptreiter, Secretary of Monrovia Beach Club Harborpointe Condominiums.**

Douglas S. Touma
Notary Public, St. Clair County, Michigan
Acting in St. Clair County, Michigan
My commission expires: 7-14-2025

Drafted by, Record & Return to:
Douglas S. Touma
Touma, Watson, Whaling,
e Cury & Stremers, P.C.
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