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Bernard J. Youngblood
Wayne Co. Register of Deeds

**FIRST AMENDMENT TO MASTER DEED
OF
ARBOR PLACE CONDOMINIUM ASSOCIATION**

WHEREAS, Arbor Place Condominium Association was established as a residential condominium project in the Township of Plymouth, County of Wayne, State of Michigan, by the recording of a Master Deed in Liber 27611, Pages 365 through 410, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 375; and,

WHEREAS, Arbor Place is administered by Arbor Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgagees in accordance with the procedures set forth in the Michigan Condominium Act;

NOW, THEREFORE, the Condominium Bylaws, Article VI, Section 1, that were attached as Exhibit A to the Master Deed is hereby amended to read as follows:

Section 1. Leasing and Rental.

(a) Upon the recording and distribution of the amendment embodying this text, no Units, room(s) or any other portions of any structures shall be leased or rented at any time, for any reason, by any person or entity, except:

(1) Unit 12 (45357 Stonehedge Drive) which can only be leased so long as it is exclusively owned by Fredrick Howell and Suzanne Howell, his wife; or

(2) any Unit where the current Co-owner has been in residence and has been transferred to an extended care medical facility. In such a case, the Unit may not, however, be leased for any period of time exceeding four years in cumulative total, nor may any such lease extend more than one year beyond the death of the current Co-owner.

WAYNE COUNTY TREASURER
N/C 3-3-05

EXAMINED AND APPROVED
DATE **MAR 3 2005**
BY *N/C*
NORMAN C. DUPUIE
PLAT ENGINEER

MDA 15 1st 2005 (A) (D)

(b) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(c) Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559.212(4)(b).

In all other respects the Master Deed is hereby reaffirmed and redeclared.

ARBOR PLACE CONDOMINIUM ASSOCIATION

BY: Virginia Mika
Virginia Mika MIKA
Its President

STATE OF ~~MICHIGAN~~ ^{Florida}
) ss.
COUNTY OF ~~WAYNE~~ ^{SARASOTA}

The foregoing First Amendment to Master Deed of Arbor Place Condominium Association was acknowledged before me, a notary public on the 11 day of February, 2005, by Virginia Mika, known to me to be the President of Arbor Place 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 she has executed this First Amendment to Master Deed as her own free act and deed on behalf of the Association.



Donna M. Dolan
^{Florida}, Notary Public
State of ~~Michigan~~ ^{Florida}, County of ~~Wayne~~ ^{Sarasota}
My commission expires: 2-20-07
Acting in the County of ~~Wayne~~ ^{Sarasota}

DRAFTED BY AND WHEN RECORDED RETURN TO:

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