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**THIRD AMENDMENT TO PLYMOUTH VILLAGE CONDOMINIUM MASTER DEED  
EXHIBIT A - BYLAWS, ARTICLE VI, SECTION 2**

The Plymouth Village Condominium Association, whose Registered Office address is 1189 Ann Arbor Road, Plymouth, MI 48170, a Michigan Nonprofit Corporation, organized in order to administer, operate, manage and maintain the Plymouth Village Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on May 17, 2004, in Liber 40602, Pages 250 through 318, inclusive, Wayne County Records, and known as Wayne County Condominium subdivision Plan No. 780, amends the Plymouth Village Condominium Master Deed, Exhibit A - Bylaws, pursuant to the authority reserved in Article X of the Master Deed and Article XVI of the Bylaws thereof and the provisions of Michigan Compiled Laws Section 559.190(2), 66-2/3% of the Co-Owners having approved such amendment at a duly called meeting or by ratification vote for the purpose of amending the Master Deed to Amend the Condominium By-Laws.

Upon recording of this Amendment in the office of Wayne County Register of Deeds, said Master Deed shall be amended in the following manner:

**Article VI, Section 2 (Leasing and Rental) is hereby revoked and replaced by the attached Exhibit "1", Plymouth Village Amendment to the Condominium Bylaws, Article VI, Section 2 (Leasing and Rental).**

In all respects other than as indicated above, the original Master Deed of the Plymouth Village Condominium is ratified, affirmed and redeclared, and shall remain in full force and effect.

SIGNATURE(S) AND JURAT ON NEXT PAGE

WAYNE COUNTY TREASURER  
*[Signature]* 1/23/18 N/C

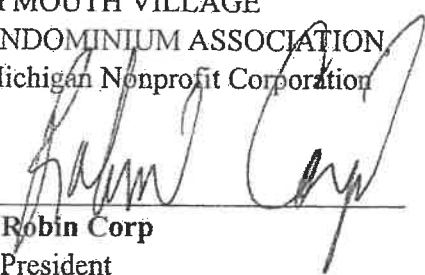
Page 1 of 2

EXAMINED AND APPROVED  
DATE **01-23-18**  
BY *alm N/C*  
AMY L. MILLER-WINDAWEICER  
PLAT ENGINEER

and amended as follows:  
First Amendment to Plymouth Village Condominium Master Deed, recorded at Liber 47644, Pages 51-56, and Second Amendment, recorded at Liber 47701, Pages 583-590,


DATED: 9/7, 2017.

PLYMOUTH VILLAGE  
CONDOMINIUM ASSOCIATION  
a Michigan Nonprofit Corporation

  
by: **Robin Corp**  
Its: President

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF WAYNE            )

The foregoing Amendment to Plymouth Village Condominium Master Deed was acknowledged before me this 7<sup>th</sup> day of September, 2017 by Robin Corp, President of Plymouth Village Condominium Association, a Michigan Nonprofit corporation, who acknowledged the within instrument based upon the authority given to her pursuant to the Master Deed and Bylaws of the corporation, and that the within is executed by her as her free act and deed on behalf of the corporation.

  
\_\_\_\_\_  
**Tracy S. Thomas**, Notary Public  
Washtenaw County, Michigan, acting in Wayne County  
My Commission Expires: 6/19/2020

PREPARED BY AND AFTER  
RECORDING RETURN TO:

LAW OFFICES OF TRACY S. THOMAS, PLC  
**Tracy S. Thomas** (P45915)  
494 N Mill St  
Plymouth, MI 48170  
(734) 455-2700

Exhibit "1"

**PLYMOUTH VILLAGE**

**AMENDMENT TO THE CONDOMINIUM BYLAWS, ARTICLE VI, SECTION 2**

**Section 2. Leasing and Rental**

- (a) **General.** A co-owner may lease his/her unit subject to the same restrictions set forth in Article VI, Section 1 above, provided that such a lease agreement have a minimum initial period of not less than one (1) year. Any unit to which the Association acquires title (whether via foreclosure or otherwise) shall be exempt from the initial term requirement. No co-owner shall lease their condo unit to subsidized housing Tenant including Section 8, and no subleasing of a unit shall be permitted.
- (b) **Leasing Procedures.** A co-owner wishing to lease must provide an exact copy of the proposed lease to the Association at least ten (10) days prior to presenting it to the tenant for execution. The proposed lease agreement shall explicitly state that the lease is contingent upon approval of the Association and the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents, including the Association's rules and regulations. All leases, occupancy agreements and occupancy arrangements shall be deemed to incorporate all of the provisions of the Condominium Documents.

In addition to the lease, any co-owner wishing to lease his or her unit must provide the following information in writing to the Association at least 10 days prior to any lessee or non-co-owner occupant taking occupancy and/or executing any lease agreement:

- i. Copy of the **PLY/Village** Condominium Association Notice to Lease form;
- ii. Copy of the proposed lease form for the Association to review for compliance with the Condominium documents;
- iii. Any and all required **PLYmouth** Township Rental Forms; with evidence of **PLYmouth** Township Rental Registration (fee is paid); the unit may be leased prior to the actual Township inspection;
- iv. Written confirmation that the intended occupants have received copies of the Condominium Master Deed and Bylaws and all rules, regulations and policies issued pursuant thereto, and written confirmation of the occupants' acceptance and agreement to comply with the conditions of said documents;
- v. Written confirmation that the Co-Owner will provide the lessee(s) with all relevant Association communications;
- vi. The co-owner shall provide a background check for all of the intended occupants of the co-owner's unit who are over the age of eighteen;
- vii. The co-owner must inform the Association in writing of any criminal convictions of which the co-owner is aware (or should reasonably be aware) as to any of the intended occupants of the unit;

- viii. The co-owner must inform the Association in writing if the co-owner is aware (or should reasonably be aware) that any of the occupants are or have ever been registered or identified as a sex offender with any governmental or legal entity, including, but not limited to, being registered or appearing on the State of Michigan's sex offender registry.

The Association reserves the right, in its sole discretion, to deny approval of the proposed lease agreement based on any and all information provided or obtained by the Association and pertaining to sections vi-viii above.

With the exception of the items listed in Article VI, Section 2 (b) (vi)-(viii) above, all co-owners having an "Existing Lease" as that term is defined herein must provide all of the information and documentation identified in Section 2 (b) above to the Association within thirty (30) days of the Association's distribution of these recorded Bylaw amendments to the co-owners (unless the co-owner already provided all of the required information and documentation to the Association prior to the recording of these amendments).

Any lease that is not in writing at the time of the recording of this Bylaw amendment shall not constitute an "Existing Lease" for purposes of this Article VI, Section 2.

- (c) **Violation of Condominium Documents by Tenants or Non-Co-Owner Occupants.** If the Association determines that the tenant or any non-co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
- i. The Association shall notify the co-owner by certified mail advising of the alleged violation by the tenant or non-co-owner occupant.
  - ii. 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.
  - iii. 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 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 the tenant, any 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 and costs incurred by the Association in connection with legal proceedings hereunder.
- (d) **Arrearage in Condominium Assessments.** When a co-owner is in arrearage 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: 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 tenant shall be become liable personally for their payment to the Association of co-owners and the Association of co-owners may do the following:

- i. 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.
  - ii. Initiate proceedings pursuant to MCL 559.212(4) (b).
- (e) **Limitations on Units That May Be Rented.** No more than ~~30%~~ <sup>30% of 6</sup> units in the Condominium may be rented simultaneously at any given time (the "Leasing Limits" for purposes of these Bylaws). A unit occupied or leased by a family member of co-owner does not count toward the ~~30%~~ Leasing Limit that may be rented. A family member shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption. Proof of familial relationship must be provided prior to occupancy. Any written lease executed between a co-owner and his or her tenant for the use of co-owner's unit existing as of the date of the recording of this amendment ("Existing Leases") shall not be affected by this rental limitation, provided that the lease, the co-owner and his or her tenant are otherwise in full compliance with all relevant provisions of these Bylaws. Any co-owner that is party to an approved Existing Lease at the time of the recording of these amendments shall continue to have the right to lease out the unit that was the subject of the Existing Lease until the co-owner sells, conveys or otherwise becomes divested of title to said unit, at which point the unit shall become fully subject to all of the leasing restrictions contained herein. Any and all subsequent owners of such a co-owner's unit shall have to follow the waitlist and other relevant procedures stated herein before being able to lease the unit. Unless a co-owner's written Existing Lease is already on file with the Association, all co-owners having Existing Leases shall provide the Association with a written copy of said Lease within thirty (30) calendar days of the date of the Association's distribution of these amended Bylaws to the co-owners.

The Board shall maintain a list of all of the approved leased units in the Condominium, in addition to a waiting list of those co-owners who wish to lease their units. In the event that any co-owner applies for approval of lease that would result in the number of total leased units in the Condominium exceeding the Leasing Limit, the Board shall disapprove the request and shall place the co-owner's name on the waiting list.

Any co-owner who has an approved lease shall forfeit his or her right to lease to the next co-owner on the waiting list should that co-owner fail to execute a lease renewal or extension with the co-owner's existing Tenant and provide the Board with a copy of the executed lease renewal or extension 5 days prior to the expiration of the tenant's existing lease term, or if the co-owner does not choose to renew or extend the existing Tenant's lease and the co-owner fails to execute a lease with a new Tenant within 90 days from the expiration of the co-owner's existing approved lease. The requirements of this paragraph shall not apply to any unit leased by a co-owner if the co-owner chooses to renew or extend his or her tenant's lease of that unit on a month-to-month basis with the same tenant (or tenants) after the expiration of the lease's initial term.

The next co-owner on the waiting list shall have the right to lease his or her unit whenever the total number of rental units in the Condominium is reduced below the Leasing Limit. If the next co-owner on the waiting list does not wish to lease his or her unit, or if he or she is unable to execute a lease with a tenant within 90 days from the date on which the lease allocation became available, then he or she shall forfeit his or her respective place on the waiting list, and they will be dropped to the bottom of the waiting list if they choose to remain on the list. In the event of any sale, conveyance or other transfer of a leased unit, all of the co-owner's existing rights to lease the unit shall terminate and shall not be transferred with the unit to the purchaser or grantee of said unit. Such a purchaser or grantee of a unit may not lease the unit without fully complying with all of the

other restrictions on leasing contained herein (including, but not limited to, the requirement that the co-owner use the unit as his or her primary residence for 2 years before becoming eligible to lease the unit).

In addition to the foregoing restrictions, no co-owner may lease his or her unit unless and until the co-owner has occupied the unit as a primary residence for a period of at least 2 years from the date of purchase. The co-owner must provide the Board of Directors with documentation to prove that the co-owner is using the unit as his or her primary residence. Such documentation may include tax returns, a Michigan driver's license, voter registration, or other documentation as might be reasonably required by the Board. If a co-owner is a legal entity, other than a person or persons, an owner or trustee of the entity must occupy the unit as his or her primary residence for the aforementioned two-year period before the entity may lease the unit. If a co-owner owns more than two units in the Condominium, the co-owner may not lease out more than two of his or her units at any given time. The provisions of this paragraph shall not apply to any Existing Leases in effect as of the date this provision is approved.

Any unit to which the Association acquires title (whether via foreclosure or otherwise) shall be exempt from the restrictions on leasing contained in this Article VI, Section 2 (e), including (but not limited to) the Leasing Limit restriction. Any Association-owned units that are leased out shall not count towards the Condominium's Leasing Limit.

**(f) Penalties for Leasing Violations.** The Association may avail itself of the following remedies in regard to any co-owner who violates this Article VI, Section 2:

- i. Any co-owner who violates any of the provisions contained in this Article VI, Section 2 shall forfeit his or her right to continue leasing his or her unit, regardless of whether or not the co-owner was party to an Existing Lease for the unit in question at the time of the adoption of this amended Article VI;
- ii. Any co-owner who fails to provide the Association with any of the information and/or documentation required in Section 2 (b) herein shall be subject to fines as set forth in the Bylaws.
- iii. The Association may impose such other penalties upon the co-owner and utilize any and all other legal remedies as might be permitted under the Michigan Condominium Act and the Condominium's Master Deed and Bylaws. All such remedies shall be cumulative and not exclusive.

**(g) Board's Authority to Allow Temporary Leasing in Excess of Leasing Limit.** In the event a proposed rental would result in the total number of rental units in the Condominium exceeding the Leasing Limit, the Board of Directors may approve the temporary leasing or rental of the proposed unit for a period of time not to exceed one (1) year if one of the following circumstances is documented in a written request submitted to the Board of Directors. If additional time is required after one year, co-owner must reapply.

- i. The co-owner needs to relocate because of a new job location more than fifty miles from ~~PLY~~ **VILLAGE**
- ii. The co-owner has died, and the co-owner's personal representative or trustee desires to lease or rent the unit during the administration of the estate or trust of the deceased co-owner;

- iii. The co-owner has been called to active duty in the armed forces of the United States;
- iv. The co-owner has been transferred to an extended care medical facility; or
- v. Other objectively verifiable hardships related to the health of the co-owner.

The Board may from time-to-time, adopt further Rules and Regulations as might be relevant to the Application and/or enforcement of the provisions of this Article VI, Section 2.