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EXAMINED AND APPROVED  
DATE MAY 15 2014  
BY SJK NIC  
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PLAT ENGINEER

## FIFTH AMENDMENT TO MASTER DEED OF THE MEADOWS CONDOMINIUM

WHEREAS, The Meadows Condominium Association of Plymouth, Michigan, a Michigan non-profit corporation organized to administer, operate, manage and maintain The Meadows Condominium, a condominium project established pursuant to the Master Deed as recorded on November 4, 1987, in Liber 23496, Page 369 et seq., First Amendment to Master Deed recorded November 27, 1989, in Liber 24437 Page 679 et seq., First Amendment to Master Deed (duplicate title but different amendments) recorded April 24, 1997 in Liber 29570, Page 1513 et seq., Second Amendment to Master Deed recorded July 30, 1997, in Liber 29642, Page 48 et seq., Third Amendment to Master Deed recorded on June 3, 1999 in Liber 30222, Page 5806 et seq., and Fourth Amendment to Master Deed recorded March 12, 2003 in Liber 37590, Page 322 et seq., Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 228; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership and first mortgagees on May 14, 2013 in accordance with the requirements of MCL 559.190 and MCL 559.190a;

NOW, THEREFORE, the Condominium Bylaws are hereby amended as follows:

1. **Article II Section 3** – Rewrite entire Section to read as follows:

**Section 3. Apportionment of Assessments; Default in Payment.** Unless otherwise provided herein, all assessments 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 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 as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Fifty Dollars (\$50.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new

late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

2. **Article II Section 6** – Replace existing Section to read as follows:

**Section 6. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage and any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). If title is acquired via deed in lieu of foreclosure, the grantee under such deed shall be fully liable to the Association for all amounts owed on the unit.

3. **Article VI Section 1** – Replace entire Section to read as follows:

**Section 1. Residential Use.** No Unit shall be used for any commercial, manufacturing, industrial, group home or other business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of The Meadows. Subject to the foregoing and all other applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited.

4. **Article VI Section 2** - To add the following text to Article VI, Section 1:

(c) **Maximum Allowable Number of Rental Units; Miscellaneous.** The Board of Directors shall only issue written approval in accordance with the following provisions:

1. In accordance with the applicable provisions of the Condominium Act as amended from time to time, the amendment to the Condominium Bylaws embodying these rental restrictions shall not apply to lessors or lessees under a written lease otherwise in compliance with the Condominium Act which was executed prior to the effective date of the amendment to the Condominium Bylaws.

2. The Board of Directors shall not approve any proposed rental if:
  - a. The Lessor failed to provide the Board of Directors with an exact copy of the proposed lease at least ten calendar days in advance of the commencement date of the lease; and/or,
  - b. The proposed lease fails to prominently state that all occupants of the Unit shall comply with all provisions of the condominium documents (Master Deed, Condominium Bylaws and Rules & Regulations).
  - c. The total number of Units already being leased is at or in excess of 8 Units in the Project, or there are already 4 Units in that particular building which are being leased.
  
3. A Unit shall be deemed to be a "Rental Unit" for purposes of these restrictions if there is no owner of public record in occupancy except:
  - a. A unit owned by a trustee, in trust, which is occupied by the trustee or a beneficiary of the trust; or,
  - b. A unit owned by a limited liability company or partnership which is occupied by a member of the limited liability company or partner of the partnership; or,
  - c. A Unit which is occupied by a land contract vendee who has provided satisfactory written evidence of their land contract vendee interest in the Unit to the Board of Directors.
  
4. A unit owned by any other form of legal entity shall be deemed to be a "rental unit".
  
5. A Unit being leased by a lender which obtained possession by foreclosure or deed in lieu of foreclosure shall not be deemed to be a "rental unit" and shall therefore not be subject to the limitation on the maximum percentage of Units allowed to be leased.

5. **Article VI Section 4** – Add the following text at end of current Section:

Additionally, estate, garage, yard and similar types of sales activities are strictly prohibited.

6. **Article X Section 4** – Rewrite as follows:

**Section 4. Vacancies; Automatic Resignation.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association. The Board shall consider past service to the Association as a factor in the selection of any of its appointees; no Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association. In the event that any director is absent for three board meetings in a row, he or she will be deemed to have resigned. Any director who is deemed to have resigned by three consecutive missed meetings may submit a written request for reconsideration within ten business days from the date of the third missed meeting. The