

SECOND AMENDMENT TO THE MASTER DEED OF
GROSSE POINTE VILLA CONDOMINIUM
2013 (Act 59, Public Acts of 1978 as amended)
Wayne County Condominium Subdivision Plan No. 116

GROSSE POINTE VILLA CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of GROSSE POINTE VILLA CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof recorded on May 31, 1974, in Liber 18818, Pages 15 through 47, Wayne County Records, and First Amendment to Master Deed recorded on November 3, 1976, in Liber 19559, Pages 912 through 918, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 116, hereby amends in the following manner the Master Deed and Condominium Bylaws, being Exhibit "A" to the Master Deed. Upon recordation in the office of the Wayne County Register of Deeds, this Amendment shall become effective.

This Second Amendment to the Master Deed is made this 4th day of March, 2013, by Grosse Pointe Villa Condominium Association, a Michigan Non-Profit Corporation, hereinafter referred to as "Association", represented by the President of the Association, who is fully empowered and qualified to act on behalf of the Association, and pursuant to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended).

1. The following Article IV, Section B.(6) shall be added to the Master Deed:

(6) A Limited Common Element may be reassigned upon written application of the Co-owners concerned to the President of the Association. Upon receipt of said written application, the President shall promptly prepare and execute an Amendment to the Master Deed reassigning all rights and obligations with respect to the limited common element involved. The Amendment shall be delivered to the Co-owners of the Condominium units concerned upon payment by them of all reasonable costs for the preparation and recording of the Amendment to the Master Deed.

2. The following amended Article II, Sections 3(a) and (b) of the Condominium Bylaws shall replace and supersede said existing sections, which said sections shall be of no further force and effect:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium

project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of such budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacement of existing common elements, (3) to provide additions to the common elements not exceeding \$5,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$5,000 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in value and in number.

3. The following amended Article VI, Section 1 of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 1. No unit in the Condominium shall be used for other than residential purposes. No more than two (2) persons per bedroom (as the units were originally constructed) may occupy any unit in the Condominium. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, except that Co-owners shall be allowed to have offices in their unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; (ii) the business activity conforms to all local regulatory and zoning requirements applicable to the Condominium or the Co-owners; (iii) the business activity does not involve persons coming onto the Condominium project who do not reside in the Condominium project or door-to-door solicitation of residents of the Condominium; (iv) the business activity is consistent with the residential character of the Condominium; and (v) does not constitute a nuisance or hazardous or offensive use, threaten security or safety of other residents of the Condominium or involve additional expenses to the Association, as may be determined in the Board's sole discretion.

4. The following amended Article VI, Section 2 of the Condominium Bylaws shall replace and supersede said existing section, which existing section shall be of no further force and effect:

Section 2.

(a) No more than thirty (30) percent of units in the Condominium may be leased or occupied only by non-co-owners. For purposes of this section "lease" shall refer to any occupancy arrangement, whether or not in writing or for rent or other consideration. Notwithstanding the foregoing limitation, Co-owners of leased units at the time these Bylaws become effective shall be allowed to continue leasing said units until the sale or transfer of ownership of the unit, at which point the unit shall be subject to the foregoing limitation. In order for Co-owners to continue leasing units notwithstanding the thirty (30) percent limitation, the Co-owner must be registered with the Association as of the effective date of this Bylaw. The Board of Directors may adopt reasonable rules and regulations establishing procedures to effectuate compliance with this section. The Board of Directors, upon written consent, may permit a Co-owner to lease a unit for a reasonable period of time, even though the number of approved units has been satisfied, when in the Board's sole discretion such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer or other similar cause. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that 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. Failure to comply with this requirement shall be grounds for imposition of monetary fines and exercise of any other remedies selected by the Association. Upon execution of any lease agreement, the Co-owner shall supply a copy of the fully executed lease to the Association.

(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 Condominium 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 Condominium 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).

5. The following amended Article IV, Section 13 of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

Section 13. No individual or entity may own more than two (2) units in the Condominium complex. If units are owned by an entity or individual with any common ownership, all such units are deemed to be owned by the same Co-owner, and therefor are subject to this limitation. This provision shall not apply to any individuals or entities owning more than two (2) units before the date this provision became effective; provided, however, that after the date this provision becomes effective, said individuals or entities are prohibited from purchasing or owning any additional units.

This Amendment is based upon the consent of more than two-thirds (2/3rds) of all Co-owners of units in the Condominium qualified to vote, both in number and in value, as well as two-thirds (2/3rds) of first mortgagees of units in the Condominium. Copies of the consents of said Co-owners and mortgagees are on file with the Association, as required by MCL 559.190(a)(8). Except as amended herein, said Master Deed (and Exhibits), and all prior amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Master Deed to be executed this 19th day of March, 2013.

GROSSE POINTE VILLA
CONDOMINIUM ASSOCIATION,
a Michigan Non-Profit corporation

Sally C. Mackintosh
By: Sally C. Mackintosh
Its: President

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William A. Burleigh

CORIAN A. BURLEIGH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Apr 25, 2019
ACTING IN COUNTY OF Macomb