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**SECOND AMENDMENT TO AMENDED CONSOLIDATED
MASTER DEED OF EARHART VILLAGE HOMES**

Earhart Village Homes Association, a Michigan non-profit corporation, of 28545 Orchard Lake Road, Suite #A, Farmington Hills, MI 48334, being the administrator of Earhart Village Homes, a condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Amended Consolidated Master Deed thereof, as recorded on March 25, 1994, in Liber 2954, Page 925 through 983, inclusive, as amended by the First Amendment to Amended Consolidated Master Deed thereof, as recorded on May 3, 2004, in Liber 4386, Page 384 through 385, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 11, hereby amends the Amended Consolidated Master Deed, as so amended, of Earhart Village Homes and the Condominium By-Laws attached to said Amended Consolidated Master Deed, as Exhibit A, pursuant to the authority reserved in Article IX of said Amended Consolidated Master Deed and Article VIII of said Condominium By-Laws, and with the approval of not less than sixty-six and two-thirds percent (66-2/3%) of all co-owners in number and in value. Said Amended Consolidated Master Deed and Condominium By-Laws are amended in the following manner:

1. Upon recording of this Second Amendment to Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 2 of Article VI of the Condominium By-Laws attached to the Amended Consolidated Master Deed as Exhibit A shall replace and supersede the original Section 2 of Article VI of said Condominium By-Laws, as amended, and said Section as originally recorded and amended shall have no further force or effect:

**Article VI.
Restrictions**

Section 2.

- (a) A co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI, subject to the restrictions set forth in this Section 2, including written disclosure of such lease to the Board of Directors of the Association in the manner specified in subsection (c) below. In order to lease a condominium unit after the date of recording of the Second Amendment to Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, a co-owner must have occupied the unit as a primary residence for at least two (2) years after the date of purchase. In addition, effective upon the recording of the Second

Time Submitted for Recording
Date 06/29/2017 Time 3:28pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

Amendment to Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, (i) no more than two (2) condominium units may be leased by any co-owner to non-co-owner occupants at any time, and (ii) a total of no more than thirty-four (34) of the condominium units may be leased or occupied by non-co-owner occupants at any time, with approval granted for individual leases on a first applied, first approved basis, provided, that the foregoing restrictions shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with Section 112 of the Michigan Condominium Act and these Condominium By-Laws and executed before the date of recording of the Second Amendment to Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds, and provided further, that the foregoing restrictions shall not apply to any unit already leased or occupied by a non-co-owner occupant or occupants on the date of recording of the Second Amendment to Amended Consolidated Master Deed in the Office of the Washtenaw County Register of Deeds until such time as a sale or other transfer of such unit has been consummated, it being understood that the number of any such already leased or occupied unit(s) shall nonetheless be included in the total number of units deemed to be leased or occupied by non-co-owner occupants for purposes of, and subject to the restriction on the total number of leases set forth in, this Section 2(a). For purposes of this Section 2, a "sale or other transfer" shall not include: (i) the addition or removal of a co-owner's spouse to the title of any unit, as long as the co-owner also remains on title to the unit, or (ii) if the co-owner is a trust, the replacement of the sole trustee of the trust, as long as the replacement trustee is the spouse of the former trustee.

- (b) No co-owner shall lease less than an entire unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, and no co-owner shall be permitted to enter into a lease with respect to such co-owner's unit if the co-owner is in arrearage to the Association for assessments, unless in each case specifically approved in writing by the Association, which approval shall not be unreasonably withheld. Such written lease shall (i) require the tenant and all non-co-owner occupants to comply with the Condominium documents, any rules and regulations of the Association, and the City of Ann Arbor Housing Code; (ii) provide that failure to comply with the Condominium documents, rules and regulations, and City of Ann Arbor Housing Code constitutes a default under the lease, (iii) provide that the unit may not be sublet nor the lease assigned, in whole or in part, and (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the condominium unit co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease and/or a standard form lease addendum for use by unit co-owners. Under no circumstances

shall transient tenants be accommodated. "Transient tenant" is someone who occupies a unit for less than the minimum lease term required above regardless of whether or not compensation is paid. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium documents.

- (c) A co-owner desiring to rent or lease a condominium unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a condominium unit to potential tenants or occupants, and at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium documents. The co-owner shall also provide the Association with a copy of the executed lease. The co-owner proposing the tenant shall provide the Association with the full names and addresses of the proposed tenant(s) and all family members proposed to reside in the condominium unit and the make, model and license plate number of any vehicle(s) registered to the proposed tenant(s) or occupants. The co-owner proposing the tenant shall also provide the Association with written notice of contact information, including at least a physical address, email address, and telephone number, where the co-owner may be contacted in person during the term of the proposed lease. Such written notice shall be signed and dated by the co-owner. Provision of notice by the Association to the co-owner at such physical address or email address shall be deemed notice served to such co-owner under any provision of the Act, the articles of incorporation of the Association, or these By-Laws requiring or permitting notice to co-owners, until the co-owner notifies the Association in writing of a different physical address or email address in accordance with Article I, Section 2(e) of these By-Laws. In addition, the co-owner proposing the lease shall be required to conduct (and each co-owner and proposed tenant thereof hereby consents to) a comprehensive background check on all proposed tenants and to reject any proposed tenant who, among other things, has been convicted in any jurisdiction of either (i) a felony or (ii) any other offense that would, in either case, if such proposed tenant were a Michigan resident, require such proposed tenant to register as a sex offender in Michigan. The co-owner shall provide a written copy of the results of such background check to the Association at the same time as the co-owner provides a copy of the exact lease under this Section 2(c).
- (d) A co-owner desiring to rent or lease a condominium unit shall, upon request of the Association, provide the Association with documentation satisfactory to the Association evidencing that the co-owner has purchased property, vandalism, malicious mischief and liability insurance upon the condominium unit desired to be rented or leased and any appurtenant limited common elements for the duration of the term of the proposed lease, in appropriate coverage amounts, in addition to any coverage carried by the

Association.

- (e) If the Association determines that the tenant or non co-owner occupant 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.
 - (2) The co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant 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 behalf an action for both 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 section may be by summary proceeding. The Association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or tenant in connection with the condominium unit or the Condominium.
- (f) When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the 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 deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:
 - (1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.
 - (2) Initiate proceedings pursuant to subsection (e)(3) hereinabove.
- (g) The Board of Directors of the Association shall have the right in its reasonable discretion to grant exemptions to the restrictions in this Section 2 upon a showing by a co-owner that the co-owner's inability to lease his or her unit would constitute an undue hardship for such co-owner. In determining whether an "undue hardship" exists for a co-owner, the Board may consider factors such as, for example, where a co-owner inherits a unit

(whether directly by will or indirectly by operation of a trust) from a deceased parent but already owns a primary residence; where a co-owner is required to relocate more than thirty (30) miles away from the unit due to an involuntary job transfer or academic sabbatical; a co-owner is transferred to an extended care medical facility; there exists any other objectively verifiable hardship relating to the health of the co-owner; or similar circumstances exist outside the reasonable control of the co-owner.

In all other respects, other than as hereinbefore indicated, the original Amended Consolidated Master Deed, as amended, of Earhart Village Homes, a condominium, including all Exhibits attached thereto, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: 6/29, 2017

EARHART VILLAGE HOMES ASSOCIATION, a
Michigan non-profit corporation

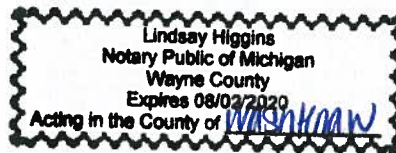
By: [Signature]
Linda Pedrick, Secretary

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On June 29th, 2017, Linda Pedrick appeared before me, and stated under oath that he is the Secretary of Earhart Village Homes Association, a Michigan non-profit corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation.

[Signature], Notary Public
Wayne ~~Washtenaw~~ County, Michigan
Acting in Washtenaw County
My commission expires: 8/2/2020

This document prepared by and
when recorded return to:
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Recording fee: \$30.00