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SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 22.00

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PAGES: 5

**FIRST AMENDMENT TO  
MASTER DEED  
OF  
THE MEADOWS CONDOMINIUM**

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WHEREAS, The Meadows Condominium Homeowners Association, is the 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 September 6, 2001\*Livingston County Records, and designated as Livingston County Condominium Subdivision Plan No. 232; and,

\*at Liber 3107, Page 994

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership and the holders of first mortgages on April 6, 2011 in accordance with the requirements of MCL 559.190 and MCL 559.190a for the purpose of facilitating mortgage financing;;

NOW, THEREFORE, the Condominium Bylaws (Exhibit A to the Master Deed) are hereby amended as follows:

1. **Article IV Section 3** *Revise Section 3 to read as follows:*

**Section 3. Records; Financial Statements; Fiscal Year.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a compilation, review or audit of the books of account. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such compilation, review or audit and any other accounting expenses shall be expenses of administration. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause. The funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the

federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. The funds of the Association shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

2. **Article V Section 4**            *Add the following sentence at the end of the existing text:*

Provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from the Co-owner's Unit.

3. **Article VI Section 3**            *Add text at end of existing Section 3 as follows:*

If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless not less than 67% of the eligible co-owners and 51% of the holders of first mortgages determine that the Condominium shall be terminated. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless holders of at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained plus 66 & 2/3rds percent of the Co-owners in number and in value shall consent to do otherwise.

4. **Article VI Section 4 (e)**            *Add the following text at the end of existing Section 4 (e) :*

In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior approval of 51% of the votes of eligible holders of first mortgage liens on individual Units in the Condominium.

5. **Article VII Section 4 (c)**            *Revise by adding the following text:*

Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time.

6. **Article VIII**

*The following shall replace existing Article VIII:*

**ARTICLE VIII**

**MORTGAGES**

**Section 1. Co-owner Duty to Give Notice.** Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".

**Section 2. Association Duties to Give Notices.** The Association, upon receiving written notice, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage:

- (a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto; and,
- (b) The interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto; and,
- (c) The number of votes in the Association appertaining to any unit; and,
- (d) The purposes to which any unit or the common elements are restricted; and,
- (e) Any proposed termination of the condominium project; and,
- (f) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder; and,
- (g) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency as continued for sixty (60) days; and,
- (h) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24.
- (i) Every meeting of the members of the Association and to designate a representative to attend such meeting.

**Section 3. 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.

7. **Article IX Section. 1** *Replace existing Section as follows:*

**Notice Requirement.** A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. No such lease shall be for an initial term of less than six (6) months without the prior written approval of the Association. Only entire units may be rented/leased.

8. **Article XI** *Replace entire Article XI; the new text of Article XI would read as follows:*

## ARTICLE XI

### AMENDMENTS

**Section 1. Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.

**Section 2. Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-seven (67%) percent of all Co-owners, in number and in value and fifty-one percent (51%) of the eligible holders of first mortgages for material amendments which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the condominium;
- (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

**Section 4. When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Register of Deeds.

**Section 5. Binding.** A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

In all other respects, other than as hereinabove indicated, the Master Deed of The Meadows Condominium and Condominium Bylaws (Exhibit A to the Master Deed) recorded as aforesaid are hereby ratified, confirmed and redeclared.

THE MEADOWS CONDOMINIUM  
HOMEOWNERS ASSOCIATION,


a Michigan non-profit coporation

Executed: April 14, 2011

By: Barbara Czarnota (Jody)  
Jody Czarnota, President

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF LIVINGSTON )

The foregoing First Amendment to the Master Deed of The Meadows Condominium was acknowledged before me, a notary public, on the 14 day of April, 2011, by Jody Czarnota, known to me to be the President of The Meadows Condominium Homeowners 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 their first mortgagees and that she has executed this First Amendment to Master Deed as her own free act and deed on behalf of the Association.

  
\_\_\_\_\_, Notary Public  
State of Michigan, County of LIVINGSTON  
My commission expires: 6-24-2014  
Acting in the County of Livingston

DRAFTED BY AND WHEN RECORDED

RETURN TO:

D. DOUGLAS ALEXANDER (P29010)

✓ ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC

44670 ANN ARBOR RD., STE. 170

PLYMOUTH, MI 48170

734-459-0062

CRAIG A. MINCY  
NOTARY PUBLIC, LIVINGSTON CO.  
My commission expires 06-24-2014  
Acting in LIVINGSTON