

Julie Gandel



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OF COUNSEL:
KEVIN M. CHUDLER
COLEMAN E. KLEIN

March 16, 2012

Ms. Norma Nicholson
786 S. Milford Road
Milford, MI 48381

**Re: Milford Place Condominium Association
Master Deed Bylaw Amendments**

Dear Ms. Nicholson:

Enclosed for the Association files is the original recorded First Amendment to Master Deed of Milford Place No. 2. If not already done, this can be distributed to all of the unit owners.

If you have any questions on any of this, please call.

Very truly yours,

ADKISON, NEED & ALLEN, P.L.L.C.

Gregory K. Need

/mms

cc: John Szabo (*via electronic mail*)



**Condominium
Management
Group, Inc.**

Julie Gudel
P.O Box 103
Milford, Michigan 48381

Phone 248-714-6197
Fax 248-714-6198

E-Mail TheCondoGroup@Aol.Com

April 13, 2012

To: Milford Place Condominium Association Members
Milford, Michigan 48381

Re: Master Deed & Bylaw Amendment and Dues Increase

Dear Member:

AMENDMENTS

Enclosed for you review and file is a copy of the "First Amendment To the Master Deed & Bylaws". Please add these amendments to your copy of the Master Deed & Bylaws. The first amendment contains revisions that define the term "co-owner", detail the rules for the collection of assessments, and the implementation of new leasing and renting restrictions.

Please read the amendment carefully. The new leasing and renting amendment now restricts the number of units that can be leased or rented at any one time. The amendment also covers your responsibilities and the process you must follow if you choose to lease or rent your unit in the future.

The amendment also sets in place rules that allow members to have an association wide Garage Sale once a year and rules for holding an "Estate Sale". Finally, the amendment brings the Bylaws up to date by allowing the Board to use current technologies to conduct the association's business.

MONTHLY DUES INCREASE

The association's operating costs continue to be well managed, and the reserves continue to be funded. However, the Board is now reviewing and discussing large future road and building siding maintenance projects that will require additional funds. These projects will be discussed in detail at this year's annual meeting in October.

To try and avoid large member assessments, the Board has decided to start preparing for these projects by increasing the association's cash flow and to add additional funds to the reserves.

Master Deed & Bylaw Amendment and Dues Increase
Page 2

After discussing and reviewing the association's finances, reserves, and the current and future maintenance projects at its March meeting, the Board voted to increase the members monthly dues by \$20.80. **The new monthly dues will be \$220.00 and is effective on May 1, 2012.**

If you have your bank deduct your monthly association dues from your personal checking account, please contact your bank as quickly as possible to increase your dues deduction.

Please contact CMG if you have any questions on the amendments or on the new dues increase.

Very truly yours,

The Condominium Management Group, Inc. – Agent

CC: Milford Place Board of Directors
Greg Need – Adkison, Need & Allen

Enclosure: First Amendment To the Master Deed & Bylaws

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2012 JAN 19 AM 10:44

Thomas G. Gault
Julie Gault

10117
LIBER 43765 PAGE 538
\$28.00 MISC RECORDING
\$4.00 REINSTATEMENT
01/19/2012 10:53:57 A.M. RECEIPT# 5038

PAID RECORDED - OAKLAND COUNTY
BILL BILLARD JR, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED OF
MILFORD PLACE NO. 2**

Recitals

- A. The original Master Deed for Milford Place No. 2 Condominium was recorded at Liber 15177, Pages 466 through 532, Oakland County Records.
- B. The co-owners wish to amend the Master Deed and Bylaws to reflect the following changes.

NOW, THEREFORE, The Master Deed and Bylaws are hereby amended to provide that:

1. Article III, Section 9 of the Master Deed is hereby deleted and in its place the following language substituted:

“Co-Owner” means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract to purchase. The term “Owner,” wherever used, is synonymous with the term Co-Owner.

7/2

2. Article II, Section 7 of the Bylaws is hereby deleted and in its place the following language substituted:

Section 7. Collection of assessments.

Each co-owner shall be obligated to pay all assessments levied on the co-owner's unit while the co-owner owns the unit. No co-owner may be exempted from liability for the co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the common elements or by the abandonment of the co-owner's unit. If any co-owner defaults in paying the assessed charges, the board may impose

16-15-126-000 ent
OCCP # 896

OK - MH

O.K. - RC

reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the unit that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage of record recorded before any notice of lien by the association. The association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, securing payment as provided in MCLA 559.208, as the same may be amended or superseded from time-to-time in the future. In a foreclosure action, a receiver may be appointed and reasonable rent for the unit may be collected from the co-owner or anyone claiming possession under the co-owner. In a foreclosure proceeding, whether by advertisement or by judicial action, the co-owner or anyone claiming under the co-owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

On the sale or conveyance of a condominium unit, all unpaid assessments against the unit shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as otherwise provided by the condominium documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable for liens for any unpaid assessments against the seller or grantor in excess of the amount in the written statement; neither shall the unit conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the association at least five days before a sale, as provided in the Michigan Condominium Act, the purchaser or grantee shall be liable for any unpaid assessments against the unit, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments.

The association may also enter the common elements, limited or general, to remove or abate any condition or may discontinue the furnishing of any services to a co-owner in default under any of the condominium documents on seven days' written notice to the co-owner. A co-owner in default may not vote at any meeting of the association as long as the default continues.

3. Article VI, Section 2 of the Bylaws is hereby deleted and in its place the following language substituted:

Section 2. Leasing and Rental of Units.

a. Right to Lease. No Co-owner may lease any Unit within the Condominium, except upon the written approval of the Association, which approval shall not be given if the leasing of such unit would cause the number of leased units in the Condominium to exceed twenty-five percent ** (25%) of all Units in the Condominium.* As long as this percentage limitation *= 10 units* is not exceeded, and subject to the following restrictions, approvals will be granted to compliant leases on a first come first served basis administered according to rules and regulations established by the Association.

No Co-owner shall lease his/her unit until the Co-owner has owned the unit for one year.

No Co-owner who is in default of his/her obligation to pay Assessments attributable to his/her unit under Article II of these Bylaws may lease any unit owned by the Co-owner.

No Co-owner shall lease less than an entire Unit in the Condominium, and no lease shall be valid unless the same shall be for an initial term of at least one (1) year.

Such written lease shall (i) require the tenant to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and Rules and Regulations constitutes a default under the lease; and (iii) 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 15 days' prior written notice to the Condominium Unit Co-owner, in the event the tenant violates any provisions of the Condominium Documents. The Board of Directors may require a standard form lease for use by all Unit Co-owners. 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 and all leases, rental agreements and occupancy agreements shall so state. For the purposes of this Section 2, "lease" shall refer to any occupancy agreement, whether or not in writing (although the Board of Directors may require a written lease) and whether or not for rent or other consideration, where the Unit is not occupied by the owner thereof as a primary or secondary residence for a majority of the year; and the term "tenant" shall include any non-co-owner occupant. Any Co-owner who violates these restrictions may be subject to the Association revoking permanently their right to lease a Unit in Milford Place.

Any Co-owner leasing a Unit in Milford Place as of the date that these amended Bylaws go into effect, may, until the Unit is sold or transferred to

any other third party, and as long as there is no default by the Co-owner or Tenant in complying with all restrictions contained herein and elsewhere in the Condominium Documents, and as long as the Co-owner is not in default of his/ her obligation to pay Assessments attributable to his/her unit, lease their Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction, and any subsequent lease transaction, is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B below, and further provided that the lease, occupancy and tenancy comply with all provisions hereof and the lease is approved by the Association. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within 14 days of said effective date and shall be made to conform to the requirements of the Association for approval.

b. Approval of Leases. 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 to a potential lessee, and shall supply the Association with a copy of the exact lease form to be used for its review for its compliance with the Condominium Documents. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors and the management company for the Condominium, if any. The Association shall be entitled to disapprove any such proposed lease form that is not in compliance with the Condominium Documents and/or the Michigan Condominium Act in accordance with the provisions of this Section. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the co-owner, and the term of the proposed arrangement. The Board shall have power and discretion to approve a lease for a Co-owner who has occupied his or her unit as a residence, even if the lease does not fully comply with the provisions of this Section 2, based on a showing of hardship acceptable to a majority of the Board.

c. Default Provisions. 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 may take the following action:

- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
- (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 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 or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant and/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 caused by the Co-owner or tenant in connection with the Condominium Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.

d. Arrearages in Co-owner 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, written or oral, 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. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may:

(1) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, or

(2) initiate proceedings pursuant to Article VI, Section 2 C (3) above.

4. Article VI, Restrictions, Section 14 of the Bylaws is hereby deleted and the following substituted in its place:

14. Restrictions on Number of Units under Common Ownership. *3 Units*

At no time shall title and ownership of more than three Units be vested in or held by: a) the same natural person or persons, their agents, assigns, or heirs; b) by any corporation, partnership, trust, limited liability company, or any other entity, or their agents, assigns, or nominees; or c) by the same natural person or persons and any corporation, partnership, trust, limited liability company, or any other entity where such natural person or persons holds a 25% or greater ownership or membership interest.

5. Article VI, Restrictions, of the Bylaws is hereby amended by adding a new section 15, which shall read as follows:

15. Garage and Estate Sales.

The Board shall select a weekend for an annual condominium-wide garage sale and will notify all Co-Owners of the date on or before May 1 of each year. This notice may be given by posting at the mail boxes for the Project. For purposes of this restriction, a "garage sale" is an occasional, non-business public sale of second-hand household and other goods by the Co-Owner. Individual garage sales within the Condominium Project are prohibited.

Notwithstanding the above, an "Estate Sale" shall be allowed on a date other than the condominium-wide garage sale for the sole purpose of disposing of second-hand household and other goods from a Unit where a Co-owner is deceased, upon prior approval by the Board of Directors. As part of such approval, the Board may prescribe conditions for any estate sale, including the date, hours, parking, and allowed signage. Violation of this section shall subject the Co-owner, their personal representative and assigns to a fine of up to \$250 for each violation, as determined by the Board. The fine limitations of Article VIII, section 3 shall not apply to violations of this section 15.

6. Article XI, Meetings, of the Bylaws is hereby amended by adding a new section 11, which shall read as follows:

Section 11. Electronic transmissions.

Any written notices to be transmitted to any co-owner may be deemed served when sent by electronic mail, when the co-owner has filed a written authorization, authorizing such notice and specifying the electronic mail address to which notices shall be sent. Any co-owner may cast a vote on any matter under consideration by the co-owners, pursuant to Article X section 5, by sending an electronic mail transmission from the address described in the authorization to the designated electronic mail address for the Association.

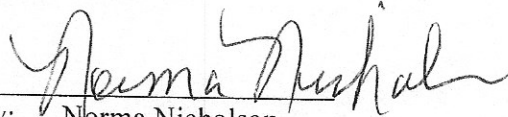
7. Article XIII, Board of Directors, of the Bylaws is hereby amended by adding a new section 15, which shall read as follows:

Section 15. Electronic transmissions.

Any written notices to be transmitted to any director may be deemed served when sent by electronic mail, when the director has filed a written authorization, authorizing such notice and specifying the electronic mail address to which notices shall be sent. Any director may cast a vote on any matter under consideration by the board of directors by sending an electronic mail transmission from the address described in the authorization to the designated electronic mail address for the Association.

8. Except as referenced above, the Master Deed and Bylaws of the Milford Place Condominium Association shall remain in full force and effect.

MILFORD PLACE CONDOMINIUM
ASSOCIATION

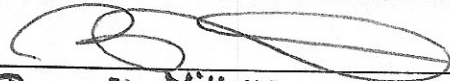


By: Norma Nicholson
Its: President

Dated: 12-15-11

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 15th day of December 2011 by Norma Nicholson, President for and on behalf of Milford Place Condominium Association.


Bonnie Jo Miller Notary Public
Oakland County, Michigan
Acting in Oakland County
My commission expires: 7/6/16

Drafted By And When Recorded
Return to:
Gregory K. Need, Esq.
Adkison, Need & Allen, P.L.L.C.
40950 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304

BONNIE JO MILLER
Notary Public, State of Michigan
My Commission Expires 07-06-2016
Acting in the County of Oakland