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Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

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**FIRST AMENDMENT TO AMENDED AND RESTATED
MASTER DEED OF UNIVERSITY COMMONS**

2017

University Commons Association, a Michigan non-profit corporation, of 817 Asa Gray Drive, Ann Arbor, Michigan 48105, being the administrator of University Commons, 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 and Restated Master Deed thereof, as recorded on November 19, 2009, in Liber 4761, Page 68, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 318, hereby amends the Condominium Bylaws attached to said Amended and Restated Master Deed as Exhibit A, pursuant to the authority reserved in Article VIII of said Condominium Bylaws, and with the approval of two-thirds (2/3) of the votes of the Co-owners and first mortgagees of units, for the purpose of amending Section 6.3 B of Article VI of the Condominium Bylaws which governs leasing procedures. Said Condominium Bylaws are amended in the following manner:

1. Upon recording of this First Amendment to Amended and Restated Master Deed in the Office of the Washtenaw County Register of Deeds, the following Section 6.3 B of Article VI of the Condominium Bylaws attached to the Amended and Restated Master Deed as Exhibit A shall replace and supercede the original Section 6.3 B of Article VI of said Condominium Bylaws as recorded, and said Section 6.3 B as originally recorded shall have no further force or effect:

ARTICLE VI

BUILDING AND USE RESTRICTIONS

- 6.3 B. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:
 - (i) No more than nine (9) units may be leased at any one time.
 - (ii) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a proposed lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a true copy of the lease for its review for compliance with the Condominium Documents. The Association may require as part of its approval process, execution by the Co-owner and lessee of an approved addendum to the lease. Lessee shall also submit to the Association an application for lease on a form provided by the Association for its approval.

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Time Submitted for Recording
Date 5.14 2010 Time 3:34 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

- (iii) The Association shall have ten (10) days to review the lease and application and determine whether the lessee is a Qualified Occupant. The Association must respond to a Co-owner's request to lease the Unit, in writing, within said ten (10) day period after submission of the lease form and application, and if it fails to respond within such ten (10) day period, the request shall be deemed approved.
- (iv) Lessees or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.
- (v) Lessees shall not have the authority to sublet any Unit.
- (vi) If the Association determines that the lessee or non-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 lessee.
 - 2. The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the lessee 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 take action to correct the violation including instituting on its behalf, an action for eviction against the lessee or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and lessee or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the lessee and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or lessee in connection with the Unit or Condominium Project and for actual legal fees and court costs incurred by the Association in connection with legal proceedings hereunder.
- (vii) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the lessee occupying a Co-owner's Unit under a lease or rental agreement and the lessee, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the lessee. The form of the lease used by the Co-owner shall explicitly contain the foregoing provisions.



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(viii) All leasing shall comply with all civil rights laws, including, but not limited to, the Michigan Elliott-Larsen Civil Rights Act (Act No. 453 of the Public Acts of 1976, as amended) which prohibits discrimination in housing based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status.

In all other respects, other than as hereinbefore indicated, the Amended and Restated Master Deed of University Commons, a condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: May 13, 2010.

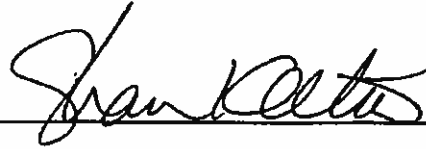
UNIVERSITY COMMONS ASSOCIATION

By: 
Karl L. Gotting, President

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing document was acknowledged before me this 13th day of May, 2010, by Karl L. Gotting, President of University Commons Association, a Michigan non-profit corporation, on behalf of the corporation.

SHARON K. ATKINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Mar. 14, 2016
Acting in the County of INGHAM


_____, Notary Public
County, Michigan
Acting in Ingham County
My commission expires:

This document was prepared by
and when recorded return to:
✓ Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$20.00

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