



STATE OF MICHIGAN - CALHOUN COUNTY
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02/05/2013 8:47:51 AM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS

RECEIPT# 107096, STATION 8
\$23.00 DEED



LIBER 3769 PAGE 767

AMENDMENT TO BYLAWS
OF
BREWER FARMS CONDOMINIUM ASSOCIATION
as amended and restated in Liber 3043 at Page 318

Amendment No. 1 to Brewer Farm Condominium Association Bylaws.

ARTICLE VI RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium, including leased Units, shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A single-family is defined as one person or group of two or more persons related by birth, adoption or marriage, together with not more than two additional persons not related by blood, marriage or adoption, such as foster children, domestic servants and/or health care providers, who occupy the whole or part of a dwelling Unit with common housekeeping and a single set of culinary facilities. Not to exceed 4 residents per 2 bedroom Unit or 6 residents per 3 bedroom Unit.

Section 3. Leasing and Rental. (See attached Lease Agreement)

(a) **Limitation on Leases.** From the date these Bylaws become effective upon recording with the Register of Deeds for Calhoun County, Michigan, no Co-owner may lease any Unit within the Condominium, with the exception of those Units under approved leases at the time these Bylaws become effective, except upon written approval of the Board of Directors. The Board of Directors shall not hereafter approve the leasing of any Unit in the Condominium if the Lease would cause the total number of leased Units in the Condominium to exceed twenty (20) Units. Co-owners of leased Units at the time these Bylaws become effective, shall be allowed to continue such leases, and any extensions thereof as allowed by the written lease document previously approved by the Association, but upon sale or transfer of ownership of a leased Unit, all existing leases shall terminate, and no further leasing of the Unit shall be allowed except as herein provided. If twenty (20) Units are leased, subsequent requests to lease a Unit shall be accommodated on a first-come first-served basis. The Board of Directors shall maintain a list of existing rented Units as of the date of recording this rental restriction and a chronological list of Co-owner's rental requests once twenty (20) Units are leased. As the lease of a leased Unit terminates or the lease is terminated by the transfer of ownership, that Unit shall no longer be eligible to be leased, shall be removed from the list of leased Units and the Unit owned by the earliest applicant on the chronological list who still desires to rent a Unit shall then be available for lease and added to the list of leased Units. In the event the earliest applicant does not rent his



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Unit within sixty (60) days, the earliest applicant's Unit shall be stricken from the list and the next earliest Co-owner applicant shall be contacted and shall have sixty (60) days to lease his/her Unit. This procedure shall be repeated until twenty (20) Units are lease or the applicant list is extinguished.

For the purposes of this section, "Lease" shall apply to every situation where the Unit is not occupied by a single family as defined in Article VI, Section 1. Every Lease shall be in the form attached to these Bylaws with such additional provisions, not inconsistent with the attached lease, as the Owner may incorporate subject to the approval of the Board of Directors. In order for existing leased Units to be added to the list of twenty (20) leased Units, the lease must comply with the requirements of the Bylaws in existence at the time of the execution of the lease or when the non-co-owner took possession of the Unit, whichever date first occurred.

With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six months unless specifically approved in writing by the Association. All leases shall incorporate all of the provisions of the Condominium Documents.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions: **(Non-conformance subject to Co-owner fines and tenant and non-co-owner occupant eviction.)**

- (1) All leases shall be in writing in the form attached and signed by the Co-owner tenant.
- (2) A Co-owner desiring to rent a Unit, shall present a copy of the exact lease form to the Association representative for approval at least 10 days before agreeing to grant possession of the Unit to potential lessees or occupants of the Unit. The Association, within the 10 day period, shall notify the Co-owner whether or not the proposed lease complies with the Condominium Documents and, if not, what amendments are required to achieve compliance. If the Association fails to act within 10 days, the Lease shall be deemed approved by the Association provided it complies with Article VI, Section (b)(3).
- (3) Non-co-owner occupants (residents and guests present in the condo for whatever reason) shall be required to comply with all of the terms and conditions of the Condominium Documents and leases shall so state.
- (5) If the Association determines that the non-co-owner occupant has failed to comply with the terms or conditions of the Condominium Documents, the Association shall take the following action:
 - (i) The Association shall notify the co-owner by certified mail advising of the alleged violation by the non-co-owner occupant.
 - (iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute an action for both eviction against the non-co-owner occupant and



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simultaneously for money damages in the same action against the co-owner and non-co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the non-co-owner occupant and the co-owner liable for any damages to the Common Elements caused by the co-owner or non-co-owner occupant.

(6) When a co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-co-owner occupant of the co-owners Unit and the non-co-owner occupant, if a tenant under a written lease after receiving the notice, shall deduct from the rental payments due the co-owner and advance additional funds, if necessary, the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of lease by the non-co-owner occupant. If the non-co-owner occupant is not a tenant under a lease, such non-co-owner occupant shall advance on behalf of the co-owner the arrearage and future assessments as they fall due and pay them to the Association.

(7) If the non-co-owner occupant after being notified, fails or refuses to remit the payments of the Association, after the notice provided in the preceding paragraph, then the Association may do the following: (i) 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 proceeding, (ii) initiate proceedings pursuant to subsection 5 (iii).

Other than as amended above, the Brewer Farms Condominium Association Bylaws as Amended and Restated On April 27, 2005 shall stand in full force and effect as written.

Legal Description

The following described premises situated in the City of Marshall, County of Calhoun, and State of Michigan, to-wit:

Starting at the West $\frac{1}{4}$ corner of Section 24, T2S, R6W, City of Marshall, Calhoun County, Michigan, thence S $00^{\circ}06'18''$ W, 217.73 feet; thence N $89^{\circ}23'24''$ E 298.86 feet along the South right of way line of North Drive, to the point of beginning, thence N $89^{\circ}23'24''$ E 153.99 feet; thence S $79^{\circ}17'24''$ E 184.31 feet; thence S $14^{\circ}48'16''$ E 39.69 feet; thence N $90^{\circ}00'00''$ E 64.00 feet; thence S $00^{\circ}00'00''$ W 241.50 feet; thence S $09^{\circ}05'26''$ W 72.83 feet; thence 34.59 feet along the arc of a circular curve left with a radius of 20.00 feet, delta $99^{\circ}05'26''$ and a chord bearing S $40^{\circ}27'17''$ E 30.44 feet; thence S $00^{\circ}00'00''$ W 60.00 feet; thence S $90^{\circ}00'00''$ W 20.01 feet; thence 102.73 feet along the arc of a circular curve right with a radius of 53.00 feet, delta $111^{\circ}03'04''$ and a chord bearing S $90^{\circ}00'00''$ W 87.38 feet; thence S $90^{\circ}00'00''$ W 49.16 feet; thence 114.95 along the arc of a circular curve right with a radius of 175.00 feet, delta $37^{\circ}38'12''$ and a chord bearing N $71^{\circ}10'54''$ W 112.90 feet; thence N $52^{\circ}21'48''$ W 88.13 feet; thence 37.90 feet along the arc of a circular curve left with a radius of 115.00 feet, delta $18^{\circ}53'06''$ and a chord bearing N $61^{\circ}48'21''$ W 37.73 feet; thence N $71^{\circ}14'54''$ W 28.10 feet; thence 34.89 feet along the arc of a circular curve left with a radius of 45.00 feet, delta $44^{\circ}24'$




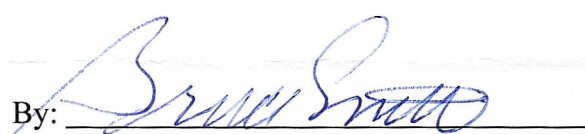
53" and a chord bearing S 86° 32' 39" W 34.02 feet; thence 252.84 feet along the arc of a circular curve right with a radius of 60.00 feet, delta 241° 26' 42" and a chord bearing N 05° 03' 34" E 103.16 feet; thence N 00° 06' 26" E 249.76 feet to the point of beginning. Containing 3.96 acres more or less.

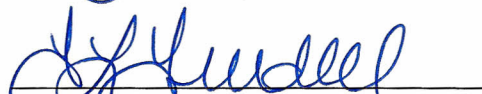
Together with and subject to all easements and restrictions of record and all governmental limitations. Further subject to a certain Open Space Agreement for Planned unit Residential Development to be recorded in the Calhoun County Records ("Open Space Agreement").

Witnesses:

Brewer Farms Condominium Association

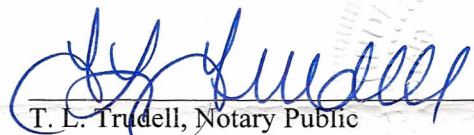

Eldon J. Vincent

By: 
Bruce Smith
Its: ~~President~~ of Board of Directors
TREASURER


T. L. Trudell

STATE OF MICHIGAN)
) SS
COUNTY OF CALHOUN)

On the 24th day of January, 2013 before me, a Notary Public, in and for said County, personally appeared Bruce Smith, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be his free act and deed.


T. L. Trudell, Notary Public
Calhoun County, Michigan
My Commission Expires: 11-10-2014
Acting in the County of Calhoun

Drafted By:

Eldon J. Vincent (P65432)
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Marshall, MI 49068
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Legal checked by: 