

CONDOMINIUM ACT (EXCERPT)
Act 59 of 1978

559.134 Leasehold condominium project; lease terms; required contents of master deed; termination of co-owner's leasehold interest by lessor prohibited.

Sec. 34. (1) The terms of a lease in a leasehold condominium project shall not be unconscionable to prospective co-owners as determined at the time of signing the lease.

(2) If the condominium project is a leasehold condominium project, then with respect to any ground lease or other leases the expiration or termination of which shall or may terminate the condominium project, the master deed shall identify precisely the location of the leased property and the master deed shall contain the following:

(a) The date upon which each lease is due to expire.

(b) A statement as to whether any land and improvements will be owned by the co-owners in fee simple, and if so, then all of the following:

(i) A description of the land and improvements which will be owned by the co-owners in fee simple, including without limitation a legal description by metes and bounds of the land.

(ii) A statement of any rights the co-owners shall have to remove the improvements within a reasonable time after the expiration or termination of the lease involved.

(iii) A statement of the rights the co-owners shall have to redeem the reversion or any of the reversions, or a statement that they shall not have those rights.

(3) After the recording of the master deed, a lessor who consented in writing to the master deed or a successor in interest to the lessor shall not terminate any part of the leasehold interest of a co-owner who makes timely payment of the share of the rent to the person or persons designated in the master deed for the receipt of the rent and who otherwise complies with all covenants which, if violated, would entitle the lessor to terminate the lease.

History: 1978, Act 59, Eff. July 1, 1978;—Am. 1982, Act 538, Imd. Eff. Jan. 17, 1983.