

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 FEB 27 AM 10:29

26836
LIBER 52604 PAGE 609
\$26.00 HISC RECORDING
\$4.00 REMUNERATION
02/27/2019 11:03:16 A.M. RECEIPT# 19947
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

Resolution for

Third Amendment: Northfield Hills Superseding Consolidated Master Deed, OCC SP No. 339

Northfield Hills is an Oakland County Condominium Subdivision, being Plan No. 339, according to the Superseding Consolidated Master Deed recorded on January 19, 1981 in Liber 8027, Pages 637, et seq., the First Amendment dated December 29, 1994 and recorded 15126, Pages 325-340; and the Second Amendment dated November 29, 2007 and recorded in Liber 39913, Pages 507-587, inclusive Oakland County Records.

MCL 559.190 provides for amendment of the Northfield Hills Superseding Consolidated Master Deed and Exhibit A by affirmative vote of two-thirds of the qualified co-owners.

The Board of Directors of Northfield Hills Condominium Association is the duly created administrator of the affairs of Northfield Hills Condominium.

The Board of Directors of Northfield Hills Condominium Association is desirous to amend the Superseding Consolidated Master Deed and Restated Bylaws attached as Exhibit A to the Superseding Consolidated Master Deed as amended, to effectuate approved amendments. *2P*

The requisite approval of the unit owners of units in Northfield Hills Condominium as required by MCL 559.190 has been obtained, and evidence is maintained in the Association records.

The requisite approval of the mortgagees of units in Northfield Hills Condominium as required by MCL 559.190(a) has been obtained through written ballot, and is maintained in the Association records.

Therefore, the Superseding Consolidated Master Deed and Exhibit A, the Restated Condominium Bylaws are amended as reflected in the Third Amendment to the Superseding Consolidated Master Deed of Northfield Hills and Exhibit A, the Restated Condominium Bylaws attached hereto.

Except as amended by the Third Amendment to the Northfield Hills Superseding Consolidated Master Deed and Condominium Bylaws, the Northfield Hills Condominium Documents and Subdivision Plans as previously recorded remain unchanged and in full force and effect.

20-08-330-000 Ent

OKLB

Northfield Hills Condominium Association
a Michigan Nonprofit Corporation

By: 

Joshua D. West

Its: President of the Board of Directors

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

On this 19 day of February, 2019, the attached Third Amendment to the Superseding Consolidated Master Deed of Northfield Hills Condominium and Exhibit A, the Restated Condominium Bylaws was acknowledged before me, Joshua D. West, as President of the Board of Directors of Northfield Hills Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Association, pursuant to the requisite approval of the general membership.



Notary Public

State of Michigan, County of Macomb

My Commission Expires: 6/23/2024

Acting in the County of Oakland Co.

Drafted by and When Recorded Return to:

Judi M. Schlottman (P35479)
Butler Rowse-Oberle PLLC
24525 Harper Avenue
St. Clair Shores, MI 48080
(586) 777-0770

K. Deburghgraeve
Notary Public, Macomb Co., MI
My Commission Expires June 23, 2024

26837
LIBER 52604 PAGE 611
\$26.00 MISC RECORDING
\$4.00 REMUNERATION
02/27/2019 11:03:16 A.M. RECEIPT# 19947
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**THIRD AMENDMENT TO THE
SUPERSEDING CONSOLIDATED MASTER DEED
NORTHFIELD HILLS CONDOMINIUM
OCCP #339**

This Third Amendment to the Superseding Consolidated Master Deed is made as required or permitted by the provisions of MCL 559.101 et seq. this 27th day of February, 2019, by Northfield Hills Condominium Association, a Michigan Non-profit Corporation (Association.) The original Superseding Consolidated Master Deed was recorded on January 19, 1981 in Liber 8027, Pages 637 et seq. and First Amendment dated December 29, 1994, recorded in Liber 15126, Pages 325 - 340, Oakland County Records. The Second Amendment was recorded in Liber 39913, Pages 507 - 587 on January 11, 2008, and was dated November 29, 2007.

Historically, the Developer established Northfield Hills Condominium, Sections 2, 3, 4-12, 13, 19, 14A, 1A and 1B as eight separate condominium projects by recording separate Master Deeds for each of such Sections as follows:

<u>Northfield Hills</u> <u>Condominium Section No.</u>	<u>Liber and Page</u> <u>Oakland County Records</u>	<u>Condominium Subdivision</u> <u>Plan No.</u>
2	Liber 5752 Page 870 And Amendment Liber 5864 Page 738	41
3	Liber 5753 Page 1 And Amendment Liber 5864 Page 742	42
4-12	Liber 5838 Page 77	60
13	Liber 6085 Page 112	139
19	Liber 6214 Page 236	159
14A	Liber 6214 Page 308	161
1A	Liber 6444 Page 739	199
1B	Liber 6737 Page 880	216

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2019 FEB 27 AM 10:28

20-08-330-000 Ent

OKLB

O.K. - RC

Each of the Master Deeds described above provided that upon completion of the overall development the Developer executed a Superseding Consolidated Master Deed incorporating into one instrument and into one condominium project under the Act the several Sections established as separate condominium projects described, and

The Developer effected such consolidation and amendment, to merge and bring all units within the Project and to adjust the percentages of value, to eliminate inconsistent and unnecessary language, to correct certain errors in the documents recorded and to finally establish and fix the size of the Project at 646 units, all as permitted by the several Master Deeds recorded as referenced above, and

The Developer, by recording the Superseding Consolidating Master Deed replatted and reconstituted the units as described in Northfield Hills Condominium, Sections 2, 3, 4-12, 13, 19, 14A, 1A and 1B being Oakland County Condominium Subdivision Plan Nos. 41, 42, 60, 139, 159, 161, 199 and 216, aka OCCP #339 respectively, into one condominium project under this Superseding Consolidated Master Deed, now known as Northfield Hills Condominium, Replat No. 1 of Oakland County Subdivision Plan No. 41, 42, 60, 139, 159, 161, 199 and 216, aka OCCP #339.

The Association desires by recording this Third Amendment to the Superseding Consolidated Master Deed, with Exhibit A, the Restated Condominium Bylaws, and Exhibit B, the Condominium Subdivision Plan (elsewhere recorded in Oakland County Records, to reaffirm the establishment of the real property described below, and all of the improvements and appurtenances as a residential Condominium Complex under the provisions of the Michigan Condominium Act. This Third Amendment to the Superseding Consolidated Master Deed is recorded with the consent of the Co-owners of units and first mortgagees of units in the Condominium Subdivision per the provisions of MCL 559.190 and MCL 559.190(a) as amended.

The Association reaffirms the establishment of NORTHFIELD HILLS CONDOMINIUM as a Condominium under the Condominium Act and declares that NORTHFIELD HILLS CONDOMINIUM shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner used, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Second Amendment to the Superseding Consolidated Master Deed and Exhibits A and B, all of which run with the land and are a burden and a benefit to the Association, its successors, and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns.

This Third Amendment to the Superseding Consolidated Master Deed and Restated Condominium Bylaws replaces and supersedes the original Superseding Consolidated Master Deed and Condominium Bylaws of Northfield Hills Condominium, and any amendments. In all other respects, the Condominium Subdivision plans remain unaltered, ratified and in full force and effect.

ARTICLE I

TITLE AND NATURE

The Condominium Complex is known as Northfield Hills Condominium, Replat No. 1 of Oakland County Subdivision Plan Nos. 41, 42, 60, 139, 159, 161, 199 and 216 aka OCCP #339. The architectural plans for the Complex were approved by the City of Troy, Oakland County, Michigan. The Complex is established in accordance with the Act. Each building contains individual residential units and each unit has its own exit to and entrance from the Common Elements. The buildings and units contained in the Complex, including the number, boundaries, dimensions, area and volume of each unit, are depicted completely in the Condominium Subdivision Plan attached as Exhibit "B" to the Superseding Consolidated Master Deed. Each co-owner has an exclusive right to his unit and an undivided and inseparable right to share Common Elements with other co-owners of the Condominium Complex.

ARTICLE II

LEGAL DESCRIPTION

A. Composite Description of Project After Consolidation

The land that is submitted to the Project as established by this Third Amendment to the Superseding Consolidated Master Deed is more particularly described as follows (the following description is the "composite description"):

A parcel of land being a part of the S.W. 1/4 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point, said point being N. 2° 51' 04" W. 450.00 ft along the Westerly line of said Section 8, also being the centerline of Coolidge Road; thence N. 87° 08' 56" E. 60.00 ft. to the Easterly right-of-way line of said Coolidge Road; thence along said Easterly right-of-way line on a curve to the right having a radius of 1140.00 ft., arc 795.87 ft., chord 779.81 ft., chord bearing N. 17° 08' 56" E. and N. 37° 08' 56" E. 370.00 ft. to a curve to the left having a radius

of 1260.00 ft., arc 584.42 ft., chord 579.20 ft., chord bearing N. 23° 51' 41" E. thence Due East 480.34 ft. to the point of beginning from the Southwest corner of said Section 8; thence Due East 1877.83 ft. to the Westerly right-of-way line of Northfield Parkway, 86 ft. wide; thence along said Westerly right-of-way line S. 33° 32' 01" W. 573.20 ft. to a curve to the left having a radius of 1274.07 ft., arc 236.25 ft., chord 235.91 ft., chord bearing S. 28° 13' 17" W. to the Northerly right-of-way line of Brentwood Drive, 60 ft. wide; thence along said Northerly right-of-way line N. 68° 26' 24" W. 284.54 ft. to a curve to the left having a radius of 499.28 ft., arc 454.75 ft., chord 439.19 ft., chord bearing S. 85° 28' 02" W. to the Northerly right-of-way line of Breeze Hill Place, 60 ft. wide; thence along said Northerly right-of-way line N. 34° 04' 13" W. 70.90 ft. to a curve to the left having a radius of 384.52 ft., arc 261.49 ft., chord 256.48 ft., chord bearing N. 53° 33' 08" W. and N. 73° 02' 02" W. 103.63 ft.; to a curve to the right having a radius of 60.00 ft., arc 43.36 ft., chord 42.43 ft., chord bearing N. 52° 19' 36" W.; thence on a curve to the left having a radius of 60.00 ft., arc 275.22 ft., chord 90.00 ft., chord bearing S. 16° 57' 58" W. to the Southerly right-of-way line of said Breeze Hill Place; thence along the said Southerly right-of-way line on a curve to the right having a radius of 60.00 ft., arc 43.36 ft., chord 42.43 ft., chord bearing N. 86° 15' 41" E. and S. 73° 02' 02" E. 103.63 ft. to a curve to the right having a radius of 324.52 ft., arc 220.69 ft., chord 216.46 ft., chord bearing S. 53° 33' 08" E. and S. 34° 04' 13" E., 70.90 ft., to the Westerly right-of-way line of said Brentwood Drive; thence along said Westerly right-of-way line on a curve to the left having a radius of 499.28 ft., arc 376.45 ft., chord 367.57 ft., chord bearing S. 30° 53' 03" W. and S. 9° 17' 03" W. 27.67 ft.; thence N. 73° 02' 02" W. 294.27 ft.; thence N. 24° 43' 12" W. 50.85 ft.; thence N. 16° 57' 58" E. 107.00 ft.; thence N. 73° 02' 02" W. 349.00 ft.; thence N. 16° 57' 58" E. 346.14 ft.; thence due North 324.85 ft. to the point of beginning, said parcel containing 26.244 acres.

Also

A parcel of land being a part of the S.W. 1/4 of Section 8 T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point on the Northerly right-of-way line of Brentwood Drive, said point being N. 87° 32' 01" E. 790.00 ft. from the S.W. corner of the section along the Southerly line of said Section 8 to the Southerly extension of the Westerly right-of-way line of said Brentwood Drive; thence along the West line of its Southerly extension N. 2° 27' 59" W. 185.00 ft. to a curve to the right having a radius of 366.27 ft., arc 363.28 ft., chord 348.57 ft., chord bearing N.

25° 56' 52" E. from the S.W. corner of said Section 8 to a point of beginning; proceed thence along the Easterly line of Northfield Hills Sub. No. 1 recorded in Liber 133, Pages 13 and 14 of plats, Oakland County records N. 32° 05' 51" W. 130.57 ft., and N. 29° 23' 27" E. 261.81 ft.; thence S. 60° 36' 48" E. 66.14 ft.; thence N. 74° 03' 28" E. 129.21 ft.; thence N. 50° 56' 09" E. 307.84 ft.; thence S. 73° 02' 02" E. 300.00 ft. to the Westerly right-of-way line of said Brentwood Drive, 60 ft. wide; thence along the said Westerly right-of-way line on a curve to the right having a radius of 390.00 ft., arc 412.89 ft., chord 393.88 ft., chord bearing S. 43° 43' 43" W. and S. 74° 03' 29" W. 397.14 ft. to a curve to the left having a radius of 366.27 ft., arc 125.91 ft., chord 125.29 ft. chord bearing S. 64° 12' 35" W. to the point of beginning, said parcel containing 4.951 acres.

Also

A parcel of land being a part of the S.W. 1/4 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point on the Northerly right-of-way line of E. Long Lake Road, 93 ft. wide, said point being N. 87° 32' 01" E. 1457.10 ft. along the Southerly line of said Section 8 and N. 2° 27' 59" W. 60.00 ft. from the S.W. corner of said Section 8, proceed thence N. 2° 27' 59" W. 512.03 ft. to the Southerly right-of-way line of Brentwood Drive, 60 ft. wide; thence along said Southerly right-of-way line N. 74° 03' 29" E. 14.40 ft. to a curve to the left having a radius of 450.00 ft., arc 274.76 ft., chord 270.51 ft., chord bearing N. 56° 33' 58" E. to the Southerly right-of-way line of Buckingham Place, 60 ft. wide; thence along said Southerly right-of-way line S. 54° 44' 53" E. 121.00 ft. to a curve to the left having a radius of 867.41 ft., arc 352.86 ft., chord 350.43 ft., chord bearing S. 66° 24' 07" E. and S. 78° 03' 21" E. 13.67 ft. to a curve to the right having a radius of 60.00 ft., arc 43.36 ft., chord 42.43 ft., chord bearing S. 57° 21' 04" E.; thence on a curve to the left having a radius of 60.00 ft., arc 275.22 ft., chord 90.00 ft., chord bearing N. 11° 56' 39" E. to the Northerly right-of-way line of said Buckingham Place; thence along said Northerly right-of-way line on a curve to the right having a radius of 60.00 ft., arc 43.36 ft., chord 42.43 ft., chord bearing S. 81° 14' 22" W. and N. 78° 03' 21" W. 13.67 ft. to a curve to the right having a radius of 807.41 ft., arc 328.45 ft., chord 326.19 ft., chord bearing N. 66° 24' 07" W. and N. 54° 44' 53" W. 121.00 ft. to the Easterly right-of-way line of said Brentwood Drive; thence along the said Easterly right-of-way line on a curve to the left having a radius of 450.00 ft., arc 173.93 ft., chord 172.85 ft., chord bearing N. 20° 21' 24" E., and N. 9° 17' 03"

E. 50.00 ft. to a curve to the right having a radius of 439.28 ft., arc 784.13 ft., chord 684.10 ft., chord bearing N. 60° 25' 21" E. and S. 68° 26' 24" E. 284.54 ft. to the Westerly right-of-way line of Northfield Parkway, 86 ft. wide; thence along the said Westerly right-of-way line on a curve to the left having a radius of 1274.07 ft., arc 504.27 ft., chord 500.98 ft., chord bearing S. 8° 52' 20" W. and S. 2° 27' 59" E. 615.00 ft. to the Northerly right-of-way line of said E. Long Lake Road; thence along said Northerly right-of-way line S. 87° 32' 01" W. 1130.20 ft. to the point of beginning, said parcel containing 25.708 acres.

Also

A parcel of land being a part of the N. 1/2 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point on the Southerly right-of-way line of Interstate 75, said point being S. 2° 22' 46" E. 362.58 ft. along the Westerly line of said Section 8; thence N. 87° 13' 07" E. 2370.25 ft. from the N.W. corner of said Section 8; proceed thence N. 87° 13' 07" E. 472.60 ft. along the Southerly right-of-way line of said Interstate 75; thence S. 2° 46' 53" E. 214.24 ft.; thence S. 45° 43' 33" W. 47.26 ft.; thence S. 13° 18' 44" W. 249.07 ft. to the Northerly right-of-way line of Northfield Parkway, 86 ft. wide; thence along the said Northerly right-of-way line on a curve to the left having a radius of 1339.75 ft., arc 130.98 ft., chord 130.93 ft., chord bearing N. 79° 29' 19" W. and N. 82° 17' 22" W. 85.19 ft. to a curve to the left having a radius of 786.00 ft., arc 239.96 ft., chord 239.03 ft., chord bearing S. 88° 57' 52" W.; thence N. 7° 57' 43" E. 439.68 ft. to the point of beginning, said parcel containing 4.946 acres.

Also

A parcel of land being a part of the N. 1/2 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point on the Southerly right-of-way line of Northfield Parkway, 86 ft. wide, said point being S. 2° 22' 46" E. 362.58 ft. along the Westerly line of said Section 8; thence N. 87° 13' 07" E. 2370.25 ft.; thence S. 7° 57' 43" E. 439.68 ft.; thence S. 9° 46' 53" E. 86.00 ft. from the N.W. corner of said Section 8; proceed thence along the Southerly right-of-way line of said Northfield parkway on a curve to the right having a radius of 700.00 ft., arc 213.70 ft., chord 212.88 ft., chord bearing N. 88° 57' 52" E. and S. 82° 17' 22" E. 85.19 ft. to a curve to the right having a radius of 1253.75 ft., arc 317.24 ft., chord 316.39 ft., chord bearing S. 75° 02' 27" E. to the Westerly right-of-way

line of Whitfield Drive, 60 ft., wide; thence along said Westerly right-of-way line S. 23° 34' 45" W. 257.05 ft. to a curve to the right having a radius of 1027.74 ft., arc 350.37 ft., chord 348.67 ft., chord bearing S. 33° 20' 44" W.; thence N. 46° 53' 17" W. 245.62 ft.; thence N. 85° 44' 54" W. 162.06 ft.; thence N. 4° 15' 06" E. 437.46 ft. to the point of beginning, said parcel containing 6.048 acres.

Also

A parcel of land being part of the S.W. 1/4 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point, said point being N. 2° 51' 04" W. 450.00 ft. along the Westerly line of said Section 8, also being the centerline of Coolidge Road; thence N. 87° 08' 56" E. 60.00 ft. to the Easterly right-of-way line of said Coolidge Road; thence along said Easterly right-of-way line on a curve to the right having a radius of 1140.00 ft., arc 795.87 ft., chord 779.81 ft., chord bearing N. 17° 08' 56" E., and N. 37° 08' 56" E. 370.00 ft. to a curve to the left having a radius of 1260.00 ft., arc 584.42 ft., chord 579.20 ft., chord bearing N. 23° 51' 41" E.; thence Due East 480.34 ft.; thence Due South 324.85 ft.; thence S. 16° 57' 58" W. 346.14 ft. to the point of beginning; thence S. 73° 02' 02" E. 349.00 ft.; thence S. 16° 57' 58" W. 107.00 ft.; thence S. 24° 43' 12" E. 50.88 ft.; thence S. 73° 02' 02" E. 294.27 ft. to the Westerly right-of-way line of Brentwood Drive, 60.00 ft. wide; thence along said Westerly right-of-way line S. 9° 17' 03" W. 22.33 ft. to a curve to the right having a radius of 390.00 ft., arc 28.01 ft., chord 28.00 ft., chord bearing S. 11° 20' 30" W.; thence N. 73° 02' 02" W. 300.00 ft.; thence S. 50° 56' 09" W. 307.84 ft.; thence S. 74° 03' 28" W. 129.21 ft.; thence N. 60° 36' 48" W. 66.14 ft. to a point on the Easterly line of Northfield Hills Sub. No. 1 recorded in Liber 133, Pages 13 and 14 of plats, Oakland County records; thence along the said Sub. line N. 12° 10' 30" E. 105.38 ft. and N. 23° 17' 33" W. 105.38 ft., and S. 59° 23' 27" W. 130.00 ft. to the Northerly right-of-way line of Bayside Drive Cul-de-Sac; thence along the said right-of-way line on a curve to the left having a radius of 60.00 ft., arc 45.17 ft., chord 44.11 ft., chord bearing N. 52° 10' 37" W.; thence N. 15° 46' 43" E. 140.95 ft.; thence N. 42° 48' 39" E. 269.13 ft.; thence N. 88° 27' 44" E. 56.58 ft. to the point of beginning, said parcel containing 4.907 acres; together with and subject to certain easements more particularly described in Article VI hereof.

- B. Description of Parcel Not Included in the Superseding Consolidated Master Deed or any Amendments

On December 5, 1973, the Developer recorded at Liber 6214, page 272, Northfield Hills Condominium Section 20, being Oakland County Condominium Subdivision Plan No. 160, as a separate condominium project comprising 41 units, numbered 583 through and inclusive of 623. At the time of recording it was the Developer's stated intention to include that land in the Superseding Consolidated Master Deed. However, subsequent to the recording of the Section 20 Master Deed, no condominium units were constructed, nor were any of the separate properties established by the recording of the Master Deed conveyed to any person. The Developer did not intend to construct units nor include them at any time as part of the Complex and executed and recorded in the Oakland County Records an instrument terminating, vacating and waiving the separate condominium project. Accordingly, Section 20 is not subject to the terms, conditions, restrictions and obligations of the Superseding Consolidated Master Deed or any amendment nor is former Section 20 entitled to any of the benefits, but is owned separate and apart, free of any of the provisions of the Superseding Consolidated Master Deed or any amendments.

C. Description of Parcel Added to Project

- (1) The Developer conveyed to the Association by Quit Claim Deed recorded at Liber 6420, pages 701 - 705, Oakland County Records, the parcel described below upon which certain recreational and other community facilities are constructed. Immediately prior to the recording of the original Superseding Consolidated Master Deed, the Association reconveyed the parcel to the Developer so that the Developer could include the same in the project as a general common element, and subject the parcel to the provisions of the Superseding Consolidated Master Deed, but free it of any limitations or restrictions contained in the Warranty Deed above described. Such parcel is included in the composite legal description under Article II-A and is described as follows:

A parcel of land being part of the S.W. 1/4 of Section 8, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, described as beginning at a point, said point being N. 2° 51' 04" W. 450.00 ft. along the Westerly line of said Section 8, also being the centerline of Coolidge Road; thence N. 87° 08' 56" E. 60.00 ft. to the Easterly right-of-way line of said Coolidge Road; thence along said Easterly right-of-way line on a curve to the right having a radius of 1140.00 ft., arc 795.87 ft., chord 779.81 ft., chord bearing N. 17° 08' 56" E.,

and N. 37° 08' 56" E. 370.00 ft. to a curve to the left having a radius of 1260.00 ft., arc 584.42 ft., chord 579.20 ft., chord bearing N. 23° 51' 41" E.; thence Due East 1043.34 ft.; thence Due South 324.85 ft.; thence S. 16° 57' 58" W. 346.14 ft. to the point of beginning; thence S. 73° 02' 02" E. 349.00 ft.; thence S. 16° 57' 58" W. 107.00 ft.; thence S. 24° 43' 12" E. 50.88 ft.; thence S. 73° 02' 02" E. 294.27 ft. to the Westerly right-of-way line of Brentwood Drive, 60.00 ft. wide; thence along said Westerly right-of-way line S. 9° 17' 03" W. 22.33 ft. to a curve to the right having a radius of 390.00 ft., arc 28.01 ft., chord 28.00 ft., chord bearing S. 11° 20' 30" W.; thence N. 73° 02' 02" W. 300.00 ft.; thence S. 50° 56' 09" W. 307.84 ft.; thence S. 74° 03' 38" W. 129.21 ft.; thence N. 60° 36' 48" W. 66.14 ft. to a point on the Easterly line of Northfield Hills Sub. No. 1 recorded in Liber 133, pages 13 and 14 of plats, Oakland County records; thence along the said Sub. line N. 12° 10' 30" E. 105.38 ft. and N. 23° 17' 33" W. 105.38 ft., and S. 59° 23' 27" W. 130.00 ft. to the Northerly right-of-way line of Bayside Drive Cul-de-Sac; thence along the said right-of-way line on a curve to the left having a radius of 60.00 ft., arc 45.17 ft., chord 44.11 ft., chord bearing N. 52° 10' 37" W.; thence N. 15° 46' 43" E. 140.95 ft.; thence N. 42° 48' 39" E. 269.13 ft.; thence N. 88° 27' 44" E. 56.58 ft. to the point of beginning, said parcel containing 4.907 acres.

- (2) The land area described in the composite description is intended to be the total of (a) the parcels covered by the Master Deeds for the eight separate Sections described above, and (b) the parcel described in Article II-C(1).

D. Corrections to Previously Included Parcels

Due to survey errors or to other errors, there may be certain discrepancies between the land included in the composite description contained in Article II-A and the total of the land included in the previously included parcels. Further, the composite description treats the land covered by the conveyances described in Article II-C(1) as general common elements of the Complex. Therefore, in order to provide certainty as to the precise description of the land included in the Complex after consolidation, and uniformity of treatment of all land so included, for the benefit of all persons now or hereafter having any interest in, or otherwise dealing with the Complex or any part thereof, the land included in the composite description, and only such land, is included in the Complex as a general common element. Any land included in the conveyance described in Article II-C(1), is included in the Complex as a general common element and the Association has no ownership interest in any

of such land. The purpose of this Article II-D is to confirm the nature and purposes of the conveyances described in Article II-C(1), to correct any survey and other errors that may result in the discrepancies described above, and to expressly confirm the legal description of the land included in the Complex after consolidation.

ARTICLE III

DEFINITIONS

Certain terms are used in this Third Amendment to the Superseding Consolidated Master Deed and Exhibits A and B, and in various other instruments such as the Articles of Incorporation, Rules and Regulations of the Association and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests, rights, responsibilities and obligations in Northfield Hills as a Condominium. Wherever used in such documents or other instruments, the terms are defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act 59 of the Public Acts of 1978, being MCL 559.101 et seq. as amended.

Section 2. Address. The term "address" whenever used in these Condominium Documents with regard to the giving of notice means a street address, post office box, electronic mail address or telephone facsimile number [MCL 450.2143].

Section 3. Association. "Association" or "Association of Co-owners" means Northfield Hills Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners are members by virtue of ownership of a unit in the Condominium Complex. The corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

Section 4. Bylaws. "Bylaws" or "Condominium Bylaws" means these Restated Bylaws which are Exhibit A to this Third Amendment to the Superseding Consolidated Master Deed. These Bylaws state the substantive rights and responsibilities of the Co-owners. "Corporate Bylaws" or "Association Bylaws" means the Bylaws provided through the provisions of the Michigan Nonprofit Corporations Act, MCL 450.2101 et seq. and are incorporated and recorded with the Restated Condominium Bylaws.

- Section 5. CANH. "CANH" means the Community Association of Northfield Hills, a Michigan nonprofit corporation, which has been organized hold title to certain lands for the benefit of all the residents of Northfield Hills.
- Section 6. Common Elements. "Common Elements", used without modification, means both the General and Limited Common Elements described in Article IV of the Third Amendment to the Superseding Consolidated Master Deed.
- Section 7. Condominium Documents. "Condominium Documents" means the recorded Third Amendment to the Superseding Consolidated Master Deed and its Exhibits, which include the Restated Condominium Bylaws, the Corporate Bylaws, original Subdivision Plans, the Articles of Incorporation, Rules and Regulations, and any other instrument referred to in these documents, or any other recorded documents which affect the rights and obligations of a Co-owner or other parties of the Condominium.
- Section 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II and the buildings, all improvements and structures, and all easements, rights of way, licenses and appurtenances belonging to Northfield Hills Condominium.
- Section 9. Condominium Project, Condominium Premises, Community, Complex or Condominium. "Condominium Project," "Condominium Premises," "Community," "Complex" or "Condominium" means Northfield Hills Condominium as an approved and recorded Consolidated Condominium Subdivision.
- Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B to the Superseding Consolidated Master Deed.
- Section 11. Control Date. "Control Date" means the date on which a proposed amendment to the Condominium Documents is approved by the requisite number of Co-owners.
- Section 12. Co-owner, Owner, or Member. Co-owner, Owner or Member means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination, who or which owns a Condominium unit within the Complex or holds an interest in a unit as the Trustee or Alternate Trustee of a revocable living trust,

and may include a land contract vendee. Whenever the terms Co-owner, owner or member are used in the Condominium Documents with reference to observance or performance of any obligations or conditions, the terms shall refer to all persons who hold or claim an interest in the use or occupancy of a unit or enter upon the Condominium Premises whether expressed or implied by a Co-owner. Such persons include, by example but not by limitation, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents or members of their respective family or household. The term "Owner" whenever used shall be synonymous with the term "Co-owner."

- Section 13. Default or Co-owner Fault. "Default or Co-owner Fault" means those circumstances as determined by the Board of Directors of the Association constituting an act of commission or omission (including without limitation, negligence, misuse, or neglect) with respect to any provision of the Condominium Documents, or the written directives or requests of the Board of Directors, by a Co-owner or any and all persons or entities claiming through a Co-owner or in connection with a Co-owner.
- Section 14. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved in the Superseding Consolidated Master Deed for the exclusive use of less than all of the Co-owners, or which in fact services less than all of the Co-owners of the Association, whether or not the Superseding Consolidated Master Deed so states.
- Section 15. Member In Good Standing. A member in good standing is a Co-owner who is not in arrears for any money due to the Association, who is further not in default as defined above in Section 13.
- Section 16. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium unit as reflected in Article V of the Northfield Hills Condominium Third Amendment to the Superseding Consolidated Master Deed.
- Section 17. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination of legal entities as defined by State law.

- Section 18. Record. "Record" means to record as provided by Michigan law relating to the recording of deeds or other evidences of title subject to applicable provisions of the Condominium Act.
- Section 19. Record Date. The "record date" for voting purposes is the date thirty-one days prior to a transaction (whether the transaction is a meeting date or ballot return date) by which a person must have acquired title to or an interest in a unit to be entitled to notice and the right to vote.
- Section 20. Resident Owner. The term "resident owner" means a Co-owner who maintains a unit within the Condominium Complex as the primary residence.
- Section 21. Unit or Condominium Unit. "Unit" or "Condominium Unit" means the portion of the Condominium Project designated and intended for separate ownership and residential use as described in this Third Amendment to the Superseding Consolidated Master Deed for Northfield Hills Condominium and Exhibit B, to the Superseding Consolidated Master Deed.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Complex are described in Exhibit "B" and below as follows:

- A. The General Common Elements are:
- (1) The land described in Article II-A, including driveways, sidewalks, streets, roadways, and all unassigned parking spaces, together with and subject to certain easements, some of which are described generally in Article VI hereof.
 - (2) The electrical transmission system throughout the Complex, up to and including the utility meter for each unit, but excluding any portion of such that is located within a unit.
 - (3) The gas distribution system throughout the Complex to the point of connection with, and including, the meter.

- (4) The telephone system throughout the Complex, excluding any portion that is located in a unit.
- (5) The water distribution system, sanitary sewer system and storm sewer system throughout the General Common Elements of the Complex, up to the point of connection with the service leads to each individual unit, including sump pumps,
- (6) Foundations, supporting columns, unit perimeter walls (including windows, window doors, screens and door walls), roofs, ceilings, basement floors, floor construction between unit levels and chimneys.
- (7) The recreational and other community facilities situated upon the land described in Article II-A and II-C and as depicted in Exhibit B.
- (8) The telecommunications system up to, but not including, connections to provide service to individual units.
- (9) The sprinkler system throughout the Complex including any metering or meters.
- (10) Signage and exterior site lighting.
- (11) Such other elements of the Complex not designated or defined as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep, aesthetics and safety of the Community as a whole.

Some or all of the utility lines (including mains, meters and service leads) and equipment described in Article IV-A(2), (3), (4), (5) and (8) may be owned by the local municipal authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of any interest attributable to the co-owner.

The General Common Elements stated in Article IV, Section A(1) are subject to a certain Declaration of Covenants and Restrictions recorded in Liber 6616,

Pages 306, et seq., Oakland County Records. Article VI, Section B describes in more detail the nature of and purpose of the Declaration.

B. The Limited Common Elements are reserved to the exclusive use and enjoyment of the owner of the unit serviced by or to which such Limited Common Element pertains. The Limited Common Elements are:

- (1) The interior surfaces of unit and garage perimeter walls (including the surfaces of windows, doorwalls and doors), garage floors, door openers, ceilings and floors contained within a unit.
- (2) Each individual air conditioner and compressor pad, duct work and related operational accessories, furnace and hot water heater.
- (3) The interior of each garage.
- (4) Each fenced rear yard, rear patio or rear porch, and each entrance stoop.
- (5) Electrical wiring, water distribution system, sanitary sewer system, storm sewer system including sump pumps, telephone lines, telecommunication lines, gas meters and lines, and heating and air-conditioning ducts located within a unit or within interior unit walls, or in Limited Common Elements or which pass through units which they do not service. Where any of the foregoing service more than one unit, they are Limited Common Elements appurtenant to the units which they service.
- (6) Certain parking spaces depicted on Exhibit "B" with numbers which correspond to the unit.
- (7) Basement egress windows, window wells, their covers and grates.

C. Every unit owner is responsible for the maintenance, decoration, repair or replacement of the following Common Elements or items, except as otherwise noted:

- (1) Each fenced rear yard, rear patio area, rear porch, or rear stoop described in Article IV-B(4) subject to Article IV-D(1) below
- (2) All fencing, whether deemed Limited or Common Elements, shall be periodically replaced by the Association, in accordance with the Long Range Plan, at the Association's cost. All such fencing delineating patio areas installed by the developer or the Association shall be maintained and/or repaired by the Association, except the maintenance, repair and staining (and any related costs) of the interior surfaces of any fence delineating a patio area shall be borne by the appertaining owner or owners.
- (3) Gates or improvements to rear patio areas.
- (4) The air conditioner and compressor, pad, duct work and related operational equipment, furnaces and hot water heater.
- (5) The interior of the garage, including garage door, garage door opener, garage floor and garage perimeter walls.
- (6) Windows, door walls, screens and doors described in Article IV-A(6).
- (7) Basement egress windows, window wells, their covers and grates.

D.

- (1) The cost of maintenance, repair and replacement of the Limited Common Elements described in Article IV-B(5) (including the cost of opening any wall or excavation to gain access) shall be borne entirely by the owner of the unit or units which such Limited Common Elements service. The cost of cleaning plumbing drain traps and of replacing any wall covering removed to gain ~~such~~ access, or the cost of relandscaping after excavation, shall be borne solely by the owner of the unit involved. If the maintenance, repair and replacement was performed by either the public utility furnishing the service or a private contractor hired by the

Association, the foregoing costs are the responsibility of the Association.

- (2) Each co-owner is responsible for the costs of decoration and maintenance of all interior unit surfaces referred to in Article IV-B(1) shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.
- (3) Each co-owner is responsible for the cost of maintenance, repair and replacement of the gas meter servicing only his unit, if any.
- (4) The Association is responsible for the costs of maintenance, repair and replacement of all General and Limited Common Elements not listed above. If repair or replacement is required because of damage caused by a co-owner, the cost of repair or replacement is that of the co-owner.
- (5) Co-owner responsibilities must be performed according to specifications provided in Rules and Regulations of the Association. All areas of the above Common Elements visible from the exterior of the unit must be maintained according to standards adopted by the Board of Directors.
- (6) If the Co-owner fails or refuses to perform the decoration, maintenance, repair or replacement responsibilities required above within a reasonable time period determined in the sole discretion of the Board of Directors, the Association, upon written notice to the co-owner, has the right to cause the repairs, maintenance or replacement to be accomplished. The costs incurred by the Association are chargeable to the co-owner and collected in the same manner as assessments per Article VII of the Condominium Bylaws.
- (7) No Co-owner shall use the unit or the Common Elements in any manner inconsistent with the purposes of the Community, the terms and provisions of the Condominium Documents or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of the co-owner's unit or the Common Elements.

- (8) Co-owner additions and modifications, including decks, patios, porches, and basement egress windows installed by the unit owner pursuant to a Request for Modification even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and are the complete responsibility of the co-owner. Should the Association require access to any elements of the Condominium Complex which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the co-owner.
- (9) Humidifiers, water heaters, water purifiers and similar environmental appliances are not Common Elements and are the sole responsibility of the co-owner serviced.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. Each unit in the Complex is described in this paragraph with reference to the Condominium Subdivision Plan of Northfield Hills Condominium as surveyed by Pate, Hirn and Bogue, Inc. Registered Engineer, attached as Exhibit "B". Each unit includes all that space contained within the interior finished, unpainted surfaces of the main walls and ceilings and from the interior surface of the finished subfloor of each unit, or from the interior surface of the concrete basement floor in those units that contain basements, depicted on Exhibit "B" and delineated by heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been physically measured by Pate, Hirn and Bogue, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit, such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan.
- B. The percentage of value assigned to each unit is stated below. The percentage of value determines the proportionate share of each co-owner in the proceeds and expenses of the

administration and the value of each co-owner's vote. The total value of the Complex is 100.

- C. The following percentages of value are assigned to the units:

(remainder of page intentionally left blank)

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
1	.1763	45	.1763
2	.1408	46	.1675
3	.1375	47	.1540
4	.1453	48	.1375
5	.1453	49	.1453
6	.1408	50	.1540
7	.1408	51	.1375
8	.1375	52	.1408
9	.1453	53	.1375
10	.1540	54	.1540
11	.1408	55	.1453
12	.1375	56	.1375
13	.1540	57	.1540
14	.1408	58	.1453
15	.1375	59	.1585
16	.1540	60	.1763
17	.1585	61	.1763
18	.1585	62	.1675
19	.1675	63	.1540
20	.1763	64	.1453
21	.1763	65	.1540
22	.1585	66	.1375
23	.1375	67	.1585
24	.1675	68	.1763
25	.1585	69	.1408
26	.1375	70	.1453
27	.1675	71	.1375
28	.1763	72	.1540
29	.1763	73	.1453
30	.1675	74	.1540
31	.1540	75	.1375
32	.1453	76	.1763
33	.1585	77	.1675
34	.1675	78	.1585
35	.1540	79	.1675
36	.1408	80	.1540
37	.1763	81	.1375
38	.1675	82	.1540
39	.1453	83	.1408
40	.1540	84	.1763
41	.1585	85	.1675
42	.1675	86	.1375
43	.1540	87	.1540
44	.1408	88	.1375

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
89	.1540	133	.1453
90	.1585	134	.1375
91	.1763	135	.1453
92	.1375	136	.1540
93	.1540	137	.1375
94	.1375	138	.1408
95	.1585	139	.1408
96	.1675	140	.1375
97	.1585	141	.1675
98	.1763	142	.1675
99	.1375	143	.1540
100	.1540	144	.1675
101	.1585	145	.1763
102	.1675	146	.1375
103	.1375	147	.1453
104	.1540	148	.1540
105	.1585	149	.1375
106	.1763	150	.1453
107	.1375	151	.1375
108	.1540	152	.1540
109	.1585	153	.1408
110	.1675	154	.1763
111	.1540	155	.1675
112	.1375	156	.1540
113	.1585	157	.1375
114	.1763	158	.1375
115	.1375	159	.1453
116	.1453	160	.1675
117	.1540	161	.1585
118	.1375	162	.1675
119	.1540	163	.1585
120	.1375	164	.1675
121	.1585	165	.1763
122	.1763	166	.1763
123	.1375	167	.1675
124	.1375	168	.1585
125	.1675	169	.1675
126	.1675	170	.1675
127	.1675	171	.1675
128	.1585	172	.1540
129	.1675	173	.1375
130	.1763	174	.1763
131	.1375	175	.1675
132	.1540	176	.1585

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
177	.1675	221	.1675
178	.1675	222	.1675
179	.1585	223	.1763
180	.1375	224	.1763
181	.1375	225	.1675
182	.1763	226	.1375
183	.1585	227	.1585
184	.1675	228	.1675
185	.1675	229	.1375
186	.1585	230	.1675
187	.1675	231	.1763
188	.1540	232	.1763
189	.1375	233	.1675
190	.1763	234	.1675
191	.1675	235	.1763
192	.1675	236	.1375
193	.1585	237	.1675
194	.1540	238	.1675
195	.1675	239	.1585
196	.1763	240	.1675
197	.1408	241	.1675
198	.1675	242	.1763
199	.1675	243	.1763
200	.1585	244	.1675
201	.1675	245	.1675
202	.1675	246	.1675
203	.1763	247	.1675
204	.1375	248	.1763
205	.1540	249	.1408
206	.1675	250	.1453
207	.1585	251	.1540
208	.1675	252	.1375
209	.1763	253	.1540
210	.1763	254	.1453
211	.1675	255	.1540
212	.1675	256	.1375
213	.1675	257	.1375
214	.1675	258	.1453
215	.1763	259	.1375
216	.1375	260	.1453
217	.1540	261	.1585
218	.1375	262	.1675
219	.1540	263	.1585
220	.1675	264	.1763

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
265	.1375	309	.1585
266	.1540	310	.1763
267	.1540	311	.1763
268	.1375	312	.1675
269	.1585	313	.1540
270	.1763	314	.1453
271	.1763	315	.1375
272	.1585	316	.1540
273	.1375	317	.1585
274	.1540	318	.1763
275	.1675	319	.1408
276	.1585	320	.1375
277	.1408	321	.1540
278	.1763	322	.1375
279	.1585	323	.1540
280	.1540	324	.1453
281	.1375	325	.1540
282	.1540	326	.1375
283	.1585	327	.1763
284	.1763	328	.1675
285	.1375	329	.1540
286	.1453	330	.1375
287	.1540	331	.1585
288	.1585	332	.1675
289	.1763	333	.1675
290	.1763	334	.1675
291	.1585	335	.1763
292	.1675	336	.1585
293	.1585	337	.1540
294	.1375	338	.1375
295	.1408	339	.1375
296	.1763	340	.1540
297	.1585	341	.1585
298	.1453	342	.1763
299	.1675	343	.1375
300	.1585	344	.1375
301	.1540	345	.1540
302	.1375	346	.1453
303	.1763	347	.1375
304	.1585	348	.1540
305	.1540	349	.1675
306	.1540	350	.1763
307	.1375	351	.1763
308	.1540	352	.1585

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
353	.1375	397	.1763
354	.1540	398	.1763
355	.1375	399	.1585
356	.1585	400	.1375
357	.1763	401	.1540
358	.1408	402	.1585
359	.1375	403	.1763
360	.1540	404	.1763
361	.1375	405	.1585
362	.1540	406	.1540
363	.1375	407	.1453
364	.1540	408	.1375
365	.1408	409	.1763
366	.1408	410	.1585
367	.1375	411	.1375
368	.1540	412	.1540
369	.1375	413	.1540
370	.1540	414	.1375
371	.1408	415	.1408
372	.1763	416	.1540
373	.1675	417	.1375
374	.1540	418	.1540
375	.1375	419	.1375
376	.1585	420	.1540
377	.1763	421	.1375
378	.1763	422	.1408
379	.1585	423	.1763
380	.1540	424	.1585
381	.1375	425	.1540
382	.1540	426	.1375
383	.1453	427	.1375
384	.1375	428	.1540
385	.1763	429	.1585
386	.1585	430	.1763
387	.1540	431	.1375
388	.1375	432	.1375
389	.1585	433	.1540
390	.1763	434	.1453
391	.1375	435	.1375
392	.1453	436	.1540
393	.1540	437	.1675
394	.1375	438	.1763
395	.1540	439	.1763
396	.1585	440	.1585

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
441	.1540	485	.1540
442	.1375	486	.1375
443	.1540	487	.1375
444	.1585	488	.1763
445	.1763	489	.1585
446	.1375	490	.1540
447	.1375	491	.1375
448	.1540	492	.1375
449	.1453	493	.1540
450	.1375	494	.1585
451	.1540	495	.1763
452	.1675	496	.1763
453	.1763	497	.1585
454	.1375	498	.1375
455	.1453	499	.1675
456	.1540	500	.1585
457	.1375	501	.1375
458	.1540	502	.1675
459	.1585	503	.1763
460	.1763	504	.1408
461	.1763	505	.1540
462	.1675	506	.1375
463	.1540	507	.1540
464	.1375	508	.1375
465	.1585	509	.1540
466	.1763	510	.1375
467	.1408	511	.1375
468	.1375	512	.1408
469	.1540	513	.1375
470	.1375	514	.1540
471	.1540	515	.1453
472	.1408	516	.1375
473	.1408	517	.1540
474	.1453	518	.1675
475	.1375	519	.1763
476	.1540	520	.1763
477	.1453	521	.1585
478	.1540	522	.1453
479	.1375	523	.1540
480	.1763	524	.1375
481	.1675	525	.1453
482	.1540	526	.1540
483	.1375	527	.1408
484	.1453	528	.1763

Apartment Number	Percentage of Value	Apartment Number	Percentage of Value
529	.1585	573	.1375
530	.1540	574	.1408
531	.1375	575	.1763
532	.1540	576	.1585
533	.1540	577	.1540
534	.1585	578	.1375
535	.1763	579	.1375
536	.1375	580	.1540
537	.1375	581	.1585
538	.1540	582	.1763
539	.1453	624	.1763
540	.1375	625	.1585
541	.1540	626	.1540
542	.1675	627	.1375
543	.1763	628	.1585
544	.1763	629	.1763
545	.1585	630	.1763
546	.1375	631	.1585
547	.1540	632	.1375
548	.1375	633	.1408
549	.1540	634	.1763
550	.1585	635	.1585
551	.1763	636	.1540
552	.1408	637	.1375
553	.1540	638	.1585
554	.1375	639	.1763
555	.1540	640	.1763
556	.1375	641	.1585
557	.1408	642	.1540
558	.1408	643	.1375
559	.1375	644	.1375
560	.1375	645	.1540
561	.1540	646	.1585
562	.1540	647	.1763
563	.1585	648	.1408
564	.1763	649	.1375
565	.1763	650	.1375
566	.1585	651	.1540
567	.1375	652	.1375
568	.1540	653	.1408
569	.1585	654	.1408
570	.1763	655	.1375
571	.1408	656	.1540
572	.1540	657	.1375

Apartment Number	Percentage of Value
658	.1585
659	.1763
660	.1763
661	.1585
662	.1540
663	.1375
664	.1375
665	.1540
666	.1585
667	.1763
668	.1763
669	.1585
670	.1540
671	.1585
672	.1585
673	.1763
674	.1585
675	.1540
676	.1540
677	.1375
678	.1375
679	.1408
680	.1763
681	.1585
682	.1540
683	.1375
684	.1540
685	.1540
686	.1375
687	.1408

ARTICLE VI

EASEMENTS

A. Maintenance and Repairs.

If any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of the encroachment throughout its existence, and for maintenance after rebuilding in the event of any destruction or casualty. There is a permanent easement for the maintenance and repair, renovation restoration, reconstruction or replacement of Common Elements which is administered by the Board of Directors. There are easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) as may be reasonable for the reconstruction, replacement, removal, installation, maintenance and repair of public utilities necessary to the Condominium. Easements of support exist with respect to any unit interior wall which supports a Common Element. Also included in this Article VI are easements created as a result of condemnation or eminent domain proceedings or easement created from time to time by the Board of Directors of the Association (including by way of illustration those created as a result of repair, renovations or alternations made or approved by the Board of Directors) or in documents affecting or pertaining to the Condominium Premises. In addition, each Condominium unit has and is subject to all easements of necessity in favor of the Condominium unit or in favor of the other Condominium units and the Common Elements.

B. Easements of Benefit or Burden to the Project.

- (1) The CANH. The Complex is a part of a larger development entitled "Northfield Hills," a "planned neighborhood development" under the City of Troy Zoning Ordinance. A nonprofit corporation, the Community Association of Northfield Hills, administers by virtue of a Declaration of Covenants and Restrictions recorded in Liber 661 6, Pages 306 et seq., Oakland County Records certain common lands and facilities owned by the CANH which are held for and on behalf of the residents of Northfield Hills. The common lands currently are comprised of some 70 acres of parks and other unimproved open spaces. The costs of maintenance, upkeep, repair and replacement of the common lands and

facilities are the responsibility of the residents of Northfield Hills on a pro rata basis. Annual budgets for the CANH are submitted to each entity representing residents of the Northfield Hills, including the Association. The Declaration is binding upon each of the residents of Northfield Hills, including the co-owners in the complex and creates in favor of the CANH, a lien to assure payment of the assessments levied from time to time.

- (2) The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium unit:
 - (a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained in the unit or elsewhere in the Premises; and
 - (b) To prevent damages or deterioration to the Common Elements or to other Condominium units; and
 - (c) To perform any operations required in connection with the maintenance, repair, replacement, renovation or improvement of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving the unit, other units or the Common Elements; and
 - (d) To remedy or abate any violations of the Condominium Documents or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction.
- (3) The Association, acting through its Board of Directors, is empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or lawful purposes as may be necessary for the benefit of the Condominium.
- (4) The Condominium Premises are subject to various easements granted to the City of Troy, to certain public utilities for a variety of purposes and to the owners of adjacent properties

to tap in or tie into existing utility conduits located on or under the Complex.

- (5) The Association and its agents or contractors and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all units and Common Elements to fulfill any responsibility of maintenance, repair, decoration, renovation or replacement which it or any of them are required or permitted to perform under the Condominium Documents, by law or contract with the Condominium.
- (6) The Association, acting through its Board of Directors is empowered to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively "telecommunications") to the Complex or any unit in the Complex.

However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installation, marketing or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium Premises within the meaning of the Act and shall be paid over to and are the property of the Association.

ARTICLE VII

AMENDMENTS

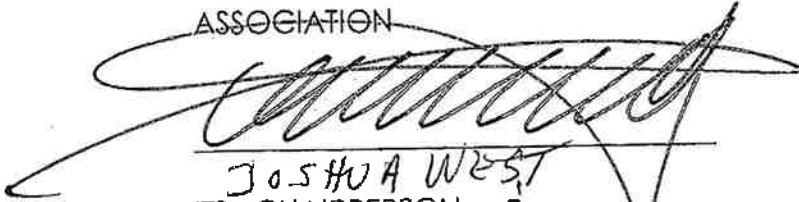
- A. This Third Amendment to the Superseding Consolidated Master Deed and Restated Condominium Bylaws may be amended with the prior consent of two thirds of the Co-owners in value. Each first mortgagee of record of a unit in the Condominium has one vote for

each unit on which a mortgage is held, where mortgagee votes are required. Mortgagee votes required by this Section are limited to the categories and procedures designated in MCL 559.190(a) as amended.

- (1) Persons, other than the Board of Directors, causing or requesting an amendment to the Condominium Documents are responsible for the costs and expenses of the amendment. If amendments receive the vote of the prescribed number of Co-owners and mortgagees, then the costs will be reimbursed by the Association. Costs of amendments proposed by the Board of Directors are expenses of administration.
 - (2) The Association, acting through its Board of Directors, reserves the right to amend this Third Amendment to the Superseding Consolidated Master Deed and Restated Condominium Bylaws without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees, specifically to correct typographical or scrivener's errors.
 - (3) Co-owners shall be notified of proposed amendments, under paragraph 2, not less than 10 days before the amendment is recorded.
- B. A Co-owner's unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.
 - C. The percentage of value of the units shall not be modified without the consent of each affected Co-owner and mortgagee.
 - D. The Condominium Premises may not be terminated, vacated, revoked or abandoned without the written consent of 80% of all Co-owners.


IN WITNESS WHEREOF, the undersigned has duly executed this Third Amendment to the Superseding Consolidated Master Deed the day and year first written above.

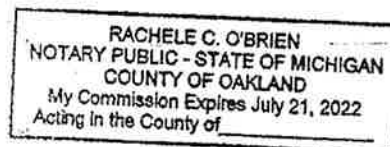
NORTHFIELD HILLS CONDOMINIUM
ASSOCIATION


JOSHUA WEST
ITS: CHAIRPERSON
PRESIDENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

On this 26th day of February, 2019, the foregoing Third Amendment to the Superseding Consolidated Master Deed was acknowledged before me by RACHEL JOSHUA D. WEST the CHAIRPERSON & PRESIDENT of Northfield Hills Condominium Association.


Notary Public
County, Michigan
My Commission Expires: _____
Acting in the County of _____



Drafted by and return to:

Judi M. Schlottman (P35479)
Butler Rowse-Oberle PLLC
24525 Harper Avenue
St. Clair Shores, MI 48080
(586) 777-0770

**NORTHFIELD HILLS CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #339**

EXHIBIT "A"

THIRD AMENDMENT TO SUPERSEDING CONSOLIDATED MASTER DEED

RESTATED CONDOMINIUM BYLAWS

ARTICLE I

ATTRIBUTION

These Third Amended and Restated Condominium Bylaws are made as required or permitted by the provisions of MCL 559.101 et seq., this 27th day of February, 2019 by Northfield Hills Condominium Association, and are intended to be attached as Exhibit A to the Third Amendment to the Superseding Consolidating Master Deed of Northfield Hills Condominium, Oakland County Condominium Subdivision No. 339.

ARTICLE II

ASSOCIATION OF CO-OWNERS

- Section 1. Northfield Hills Condominium, a residential Condominium located in Troy, Oakland County, Michigan, is administered by an Association of Co-owners which is a non-profit corporation, called the "Association," organized under applicable Michigan law.
- Section 2. The Association is responsible for the management, maintenance, operation and administration of the Common Elements and easements and affairs of the Condominium Project in accordance with this Third Amendment to the Superseding Consolidating Master Deed, these Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association, and Michigan law. All Co-owners in the Condominium Project and all persons including, without limitation, tenants, lessees, vendees or other non-Co-owner occupants or members of their family or household, or other persons using or entering upon or acquiring any interest in any unit or the Common Elements, are subject to the provisions and terms of the Condominium Documents.

- Section 3. Each purchaser of a unit in the Condominium becomes a Co-owner and a Member of the Association upon obtaining title to a unit in the Condominium. No other person or entity is entitled to membership. A Land Contract purchaser is a Co-owner for all purposes consistent with the Condominium Documents. The Land Contract purchaser is presumed to be the Co-owner for voting purposes unless the Land Contract provides to the contrary or the Land Contract seller submits a dated written statement to the Association providing to the contrary. Both the Land Contract seller and the Land Contract purchaser shall be jointly and severally responsible for all obligations imposed by the Condominium Documents and Michigan law.
- Section 4. The share of a Co-owner in the funds, reserves and assets of the Association cannot be assigned, pledged or transferred in any manner except with the Co-owner's unit in the Condominium. A Co-owner selling a unit is not entitled to any refund whatsoever from the Association for any reserve or other asset of the Association.
- Section 5. The Association shall keep current copies of this Third Amendment to the Superseding Consolidated Master Deed, these Restated Condominium Bylaws, and other Condominium Documents available at reasonable business hours to Co-owners, prospective purchasers, and prospective mortgagees of units in the Condominium.

ARTICLE III

The Community Association of Northfield Hills - (CANH)

- Section 1. The Community Association of Northfield Hills (CANH) is a non-profit corporation organized for the purpose of holding title to common parklands and other unimproved open spaces, the forest, the lake, and the river, and for the upkeep, repair and replacement, management, operation and administration of these elements held in common by the Northfield Hills Condominium Association (NHCA) and the Northfield Hills Homeowners Association (NHHA).
- Section 2. All members of NHCA and NHHA are also members of CANH. NHCA and NHHA are each responsible for one half (50%) of the CANH operating budget and reserve funding for long-range needs. This expense is included in NHCA monthly assessment of its members.
- Section 3. The CANH Board of Directors is comprised of three member representatives from NHCA and three representatives from NHHA. The CANH Board of Directors has all powers and duties necessary for the

administration of the affairs of CANH and may perform all acts not prohibited by the CANH documents of empowerment.

- Section 4. The three representatives to the CANH Board from NHCA are appointed by the Board of Directors annually and serve at the pleasure of the Board of Directors of NHCA. Any NHCA Co-owner in good standing may serve as a representative to the CANH Board.

ARTICLE IV

BOARD OF DIRECTORS

- Section 1. The affairs of the Association are governed by a Board of Directors, all of whom shall be of legal age and members of the Association.

Board members shall be resident owners in good standing of the Association. If a Board Member moves from the Community or disposes of his unit, removal from the Board is immediate and automatic. A Co-owner declared by the Board of Directors or its authorized agent to be in default of any of the Condominium Documents shall not vote or serve as a member of the Board of Directors. If default occurs after the member has been seated, then upon written notice to the member by the Board, removal shall be automatic and immediate. No more than one person per unit owned may serve on the Board of Directors. No more than one seat on the Board of Directors may be held by any person or persons who either individually or collectively holds title or a beneficial interest in common to a unit in the Condominium.

- Section 2. The Board of Directors is comprised of seven members. Four members are elected in odd numbered years and three members are elected in even numbered years. All directors serve for a term of two years. Elected Board members hold office until their successors are elected, qualified, and hold their first meeting of the Board of Directors. The candidates receiving the highest number of votes shall take the open seats on the Board of Directors. To qualify to take a seat on the Board, each candidate must receive at least 5% approval of all Co-owners. The Board of Directors may appoint a non-voting alternate member in the Board's discretion. A Director may resign by written notice to the Association. The resignation is effective when received by the Association or at a later time if specified in the resignation notice.

- Section 3. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium

Documents or Michigan law, or required to be exercised and performed by the Co-owners. All projects and actions undertaken by the Association shall require the direction and approval of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall be responsible specifically as follows:

- (a) To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements.
- (b) To determine, levy, collect and disburse assessments, fines, late charges, or other charges against and from the Co-owners of the Association and to use the proceeds for the purposes of the Association including, without limitation, the maintenance, repair or replacement of the Common Elements of the Complex.
- (c) To obtain insurance and distribute insurance proceeds in accordance with the provisions of Article IX of these Bylaws.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Complex.
- (f) To purchase or otherwise acquire any units offered for sale or surrendered by their owners on behalf of the Association, subject to any limitations in the Condominium Documents.
- (g) To purchase units in the Condominium Project at tax foreclosure, mortgagee foreclosure or other judicial or sheriff sales on behalf of the Association in order to protect the Association's lien position on that unit, or preserve rental or sale rights for the financial benefit of the Association.
- (h) To sell, lease, mortgage, cast the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with, units acquired by the Association.
- (i) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of the Association's purposes.

- (j) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements. The consent of at least 60% in number of the designated voting representatives shall be required for the borrowing of any sum in excess of 10% of the annual operating budget for the year in which the loan originated. If any sum borrowed by the Board of Directors on behalf of the Association is not repaid by the Board, a Co-owner who has paid to the creditor the proportion of the sum which the Co-owner's interest in the Common Elements bears to the interest of all of the Co-owners in Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien filed or claimed by the creditor against the Co-owner's unit. This provision shall not be construed to afford the creditor any right against any individual Co-owner.
- (k) To adopt, enforce, amend, revoke, revise, or suspend Rules and Regulations convenient to the administration of affairs and operation of the Condominium Complex. Adopted Rules shall be reasonably germane to the purposes of the Association and equally applicable to all unit owners and their unit occupants. Any Rule and Regulation is subject to adoption, review, revocation, suspension and amendment as provided in Article XIII, Section 14 of these Bylaws.
- (l) To establish committees and to solicit volunteers for service on the committees as deemed necessary, convenient, or desirable; to appoint persons to the committees for the purpose of implementing the administration and operation of the Condominium Project; and to delegate to committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Co-owners.
- (m) To enforce the provisions of the Condominium Documents.
- (n) To maintain, or cause to be maintained, a list of all members of the Association with contact information including address and phone number, as well as a current list of designated representatives.
- (o) To initiate, authorize, or ratify suits by the Association or defense of suits against the Association.

- (p) To remit payment for property taxes assessed to any unit in the Condominium where necessary to preserve the Association's interest in the unit.
- (q) To carry out the purposes of the Association and to have all the powers conferred upon nonprofit corporations and Associations of Co-owners by the Michigan law necessary to carry out those purposes.
- (r) In time of war or national emergency, to take any lawful action to provide aid at the request of a competent government authority.
- (s) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of the Condominium Complex and to the accomplishment of any of the purposes of the Community.

Section 4. The Board of Directors may employ a professional management agent for the Association to perform those duties and services the Board of Directors authorizes. The Board of Directors may delegate to the management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. No Board Member or Officer of the Board of Directors shall have any affiliation with the management agent.

Section 5. The Board of Directors or its authorized agent shall keep detailed books of account showing all expenditures and receipts of administration. The books of account 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, Association minutes, and contracts concerning the administration and operation of the Condominium Complex will be available for examination by any Co-owner or the Co-owner's designated voting representative, or mortgagee, prospective purchasers or prospective mortgagees, as limited by the provisions of MCL 450.2487 et seq. as amended. Except for desk copies available for Co-owner review and Condominium Documents, a Co-owner desiring to view records of the Association shall tender a prior written request to the Board of Directors describing with reasonable particularity the purpose of the inspection and the records that are requested for inspection, and the records

sought must be directly related to the purpose. Inspection shall be permitted within five business days after such request is received unless due to the nature or age of the records such records cannot be effectuated within five business days. The Association may limit inspection of records if, in good faith, the Board of Directors believes inspection would impair rights of privacy or impair lawful purposes of the Association. If the inspection is requested by a Co-owner's attorney or agent, a Power of Attorney or other writing authorizing the requesting person to act on the Co-owner's behalf, must be presented with the inspection request.

- (a) The Board of Directors shall prepare and distribute a financial statement to each unit at least once a year, the contents of which shall be defined by the Board of Directors.
- (b) The books of account shall be audited or reviewed at least annually by qualified independent accountants. The audit does not have to be a certified audit. A certified audit shall be obtained at a minimum of every third year after recording of these amendments. The costs of the audit or review and any accounting and distribution expenses shall be expenses of administration.
- (c) Any institutional holder of a first mortgage of record on any unit in the Condominium is entitled to receive a copy of the Association's annual financial statement within 90 days after the end of the Association's fiscal year upon written request.
- (d) The Board of Directors also shall maintain on file current copies of the Condominium Documents.
- (e) The Board of Directors will cause a file on each unit in the Complex to be maintained containing correspondence, approvals for architectural or landscape modifications, a list of major repairs performed and any other documentation necessary to provide a history of the unit. Access is only available to the Co-owner, the Management Company and, if deemed necessary, the Board of Directors.

Section 6.

- (a) A person who is or was a director, officer, employee, non-director volunteer or agent of the Association shall be indemnified by the Association in any threatened, pending or completed action:

- (i) In a civil, administrative or investigative action if the person acted in good faith and in a manner the person believed was in the best interests of the Association or its Co-owner members; and,
 - (ii) In a criminal proceeding, if the person had no reasonable cause to believe the conduct was unlawful.
 - (iii) The indemnification provided by this section applies to expenses actually and reasonably incurred by the person in connection with the action.
 - (iv) The term "expenses" includes attorney fees, judgments, penalties, fines, costs and amounts paid in settlement.
- (b) The termination of any civil, administrative or investigative action by judgment, order or settlement does not create a presumption that the person did not act in good faith or in the best interest of the Association or its Co-owner members.
- (c) The termination of any criminal action by conviction, plea of no contest, or a plea that is the equivalent of a no contest does not create a presumption that the person had reasonable cause to believe the conduct was unlawful.
- (d) This provision does not eliminate or limit the personal liability of a director or officer for any of the following:
- (i) A breach of the director's or officer's duty of loyalty to the corporation or its Co-owner members.
 - (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
 - (iii) A transaction from which the director or officer derived an improper personal benefit.
 - (iv) An act or omission occurring before the effective date of the provision granting limited liability.
 - (v) An act or omission that is grossly negligent.

[cf 450.2561]

- (e) Northfield Hills Condominium Association assumes the liability to all persons, including the Association or its Co-owner members, for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this provision granting limited liability if all of the following are met:
 - (i) The volunteer was acting or reasonably believed he was acting within the scope of his authority.
 - (ii) The volunteer was acting in good faith.
 - (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
 - (iv) The volunteer's conduct was not an intentional tort.
 - (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as proved in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, MCL 500.3135.
- (f) A director or officer shall discharge his or her duties as a director or officer, including his or her duties as a member of a committee, in the following manner:
 - (i) In good faith.
 - (ii) With the care an ordinarily prudent person in a like position would exercise under similar circumstance.
 - (iii) In a manner he or she reasonably believes is in the best interest of the Association.
- (g) In discharging his or her duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - (i) One or more directors, officers, or employees of the Association, whom the director or officer reasonably believes to be reliable and competent in the matters presented.

- (ii) Legal counsel, public accountants, engineers, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence.
- (iii) A committee of the Board of which he or she is not a member if the director or officer reasonably believes that the committee merits confidence.
- (h) A director or officer is not entitled to rely on the information described in subsection (d) if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted under subsection (d) unwarranted.

Section 7. Vacancies in the Board of Directors caused by any reason, other than completion of a term, shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. The vacancies may be filled from a list of volunteer candidates for the position and shall be publicized to all Co-owners within 45 days of the initiation of the vacancy with a deadline for submission of resumes no less than 21 days from the date of notice. The position need not be filled if the remainder of the term is less than 90 days. All candidates must be eligible to serve on the Board of Directors. Each person so appointed shall be a Director until the expiration of the predecessor's term.

Section 8. Any Board Member may be removed with or without cause at any regular or special meeting of the Association as follows:

- (a) A written petition signed by 25% of the qualified designated voting representatives and requesting a special meeting for removal of one or more members of the Board of Directors shall be presented to the Board Directors or the Management Agent.
- (b) Upon receipt of the Petition and verification of the signatures, the Board of Directors shall have 30 days in which to call a special meeting of the Co-owners for the sole purpose of removal of the Board Member(s) specified in the Petition.
- (c) At the special meeting, the affirmative vote of more than 50% of all qualified designated voting representatives of the Association in number will result in removal from the Board of Directors effective immediately.

- (d) Use of proxies is prohibited for voting at the special meeting. Voting is required to be by written ballot.
- (e) A successor may be elected at the special meeting to fill any vacancy created. The quorum requirement for the purpose of filling vacancies is 35%.
- (f) Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. A Board Member who has resigned or been removed cannot run for a seat on the Board or serve as a Board Member or Officer for a period of two years after resignation or removal.
- (g) Removal of a Board Member for cause may occur by majority vote of the Board of Directors then in office. As used in this section, "cause" means (1) conviction of a felony; (2) declaration of incompetency by order of a Court; (3) gross dereliction of duty; (4) commission of an action involving moral turpitude; (5) commission of an action which constitutes intentional misconduct or a knowing violation of law; or (6) engaging in a gross abuse of authority or discretion either event having resulted in improper personal benefit or material injury to the Association. The director proposed for removal for cause shall be afforded a hearing before the Board of Directors prior to removal.

ARTICLE V

MEETINGS OF THE ASSOCIATION

Section 1. Meetings of the Association shall be presided over by a chairperson who may (but is not required to be) an Officer of the Association. Meetings shall be held at a suitable place convenient to the Co-owners as may be designated by the Board of Directors.

Section 2. Except as may be provided elsewhere in these Restated Bylaws, a co-owner or proxy holder may participate in any meeting of the co-owners by a conference telephone or other means of remote communication that permits all persons that participate in the meeting to communicate with all the other participants. All participants shall be advised of the means of remote communications.

- (a) Participation in a meeting under this section constitutes presence in person at the meeting.

- (b) The Board of Directors may hold a meeting of co-owners that is conducted solely by means of remote communications.

Section 3. Subject to any guidelines and procedures adopted by the Board of Directors, co-owners and proxy holders that are not physically present at a meeting of co-owners may participate in the meeting by a means of remote communication and are considered present in person and may vote at the meeting if all of the following are met:

- (a) The Association implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a Co-owner or proxy holder.
- (b) The Association implements reasonable measures to provide each Co-owner or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Co-owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
- (c) If any Co-owner or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the Association.

Section 4. The Annual Meeting of Co-owners of the Association is held on the first Tuesday in May, at a time and place determined by the Board of Directors. If the first Tuesday in May is a legal holiday, then the meeting date will be the day following the holiday. The results of the annual election of Board Members will be announced at the Annual Meeting and the Co-owners may transact any business of the corporation at the Annual Meeting. The Association shall have an Annual Meeting every twelve months. The failure to hold an Annual Meeting at the designated time or to elect a sufficient number of directors or any adjournment of the meeting does not affect otherwise valid corporate acts or work a forfeiture of the Association.

Section 5. A Notice of the Annual Meeting shall be given to each designated voting representative as of the record date personally, by mail or as provided in Article III of the Amended and Restated Master Deed, no more than 60 nor less than 10 days prior to the meeting date. A packet containing the agenda, election materials and the financial statement for the prior year shall be included with the notice. The notice shall also

include notice of any proposal a co-owner intends to propose at the meeting, provided that the proposal is a proper subject for co-owner action and that the co-owner notifies the Association of the intention. The Board of Directors may adopt Rules and Regulations regarding such submission which submission must occur in advance of the meeting. Any Co-owner requesting submission of a proposal to the members of the Association shall present the proposal to the Bylaws and Elections Committee to review for conformity with the Condominium Documents. Proposal(s) requiring expenditure of funds can only be submitted as non-binding survey questions. Proposal(s) shall be presented to the members on the next annual ballot or at the earliest opportunity for a special meeting. The affirmative vote of a majority of Co-owners casting a ballot shall be required for approval of proposal(s). If the proposal requires amendment of the Condominium Documents for implementation, then the affirmative vote of two-thirds of the qualified Co-owners is required for approval. The results of ballot proposals are reported at the Annual Meeting or at any special meeting called for that purpose.

The agenda for the Annual Meeting shall include, but not be limited to:

- (a) proof of quorum
- (b) approval of minutes of the preceding meeting
- (c) reports of Officers
- (d) reports of Committees
- (e) results of the election of Directors
- (f) results of any ballot proposals.

Section 6. It is the duty of the Chair to call a special meeting of the Co-owners when requested by written resolution of a majority of the Board of Directors or after receipt of a petition signed by one-fourth of the designated voting representatives who are qualified to vote according to the provisions of the Condominium Bylaws.

Section 7. Co-owners as of the record date shall be given written notice of each special meeting. The notice shall state the purpose of the meeting as well as the time and place where it is to be held and shall be sent to each unit at least 10 days, but no more than 60 days, prior to the meeting. The mailing, postage pre-paid, of a notice to the designated

voting representatives shall be deemed notice served. No business shall be transacted at a special meeting except as stated in the notice.

Any member may waive this notice requirement by filing a written notice of waiver signed by the member and filed with the records of the Association. The written waiver constitutes due notice as required by this section.

Section 8. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not more than 48 hours from the time the original meeting was called. New notices must be served for an adjournment which exceeds 48 hours.

Section 9. The transaction of business at any meeting of members, either annual or special, however called and notified, shall be as though made at a meeting duly held after regular call and notice if a quorum is present, either in person or by proxy, or as required in Article III, Section 2, Section 3 or Section 4, at the meeting. Co-owners who are not present in person or by proxy at the meeting are deemed to have consented to action taken at the meeting unless the Co-owner files a written objection to the form of call and notice of such meeting.

Section 10. Association meetings shall be conducted in accordance with Robert's Rules of Order, or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents.

Section 11. Minutes, a tape recording, or a similar record of the proceedings of Association meetings is presumed truthfully to evidence the matters addressed at the meeting when verified by an Officer of the Association. A statement in the minutes that notice of the meeting was properly given is prima facie evidence that notice was given.

ARTICLE VI

VOTING

Section 1. Except as limited in these Bylaws, each Condominium unit is entitled to one vote when voting by number and by value. Voting shall be by number except when voting is specifically required to be both in value and in number.

Section 2. A Co-owner is entitled to vote after presentation of a deed or other evidence of ownership of a unit in the Condominium to the Association, on or prior to the record date. Votes may be cast only by the individual representative designated by the Co-owner in the notice required in Section 3 of this Article. A Co-owner delinquent in the payment of assessments, fines or other charges, or otherwise in default of the provisions of the Condominium Documents at the time ballots are mailed, is not eligible to vote.

Section 3. Each Co-owner(s) shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner(s), and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner(s). Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner(s) at any time by filing a new notice.

Section 4. Voting is limited to qualified Co-owners, and each Designated Voting Representative shall cast only one vote. Votes may be cast in person or by proxy, by a written ballot or as provided in Article III, Section 3 of these Restated Bylaws submitted to the Association's Secretary or Management Company, received by 5:00 p.m. the day before the meeting. Proxy voting may be prohibited at the discretion of the Board of Directors for certain matters, including, without limitation, recall of Board Members. Internet voting and voting by facsimile transmission is permitted if provided for in Article III, Section 3 of these Restated Bylaws. Cumulative voting shall not be permitted. Abstention from voting or submitting a ballot marked "abstain" with respect to an action is not a vote cast on that action. [MCL 450.2441 (2)]

Section 5. The solicitation of ballots shall specify:

- (a) the number of responses needed to meet the quorum requirement;
- (b) the percentage of approvals necessary to approve the action;
- (c) the time by which ballots must be received in order to be counted; and

- (d) the meeting at which the results shall be announced.

The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that where the Co-owner specifies a choice, the vote shall be cast in accordance with the Co-owner's specification. Approval by written ballot is obtained by timely receipt of the number of ballots which equals or exceeds the quorum which is required for each action. A Co-owner may not cast more than one vote for each candidate or each proposal on a ballot. Cumulative voting is prohibited.

Section 6. Any action which may be taken at an Annual or Special meeting of the Co-owners (except for removal of directors) may be taken without a meeting, without prior notice, and without a vote, by written consent of the co-owners signed and dated by each (DVR). Time for solicitation shall be not less than 20 or more than 90 days after the ballot is submitted to the unit owner. Consents shall be solicited within the 90 day period of giving notice of meetings of Co-owners. The solicitation shall specify: (a) the number of responses needed to meet the quorum requirement; (b) the percentage of approvals necessary to approve the action and (c) the time by which consents must be received in order to be counted. The form of written consent shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that where the co-owner specifies a choice, the vote shall be cast in accordance with the co-owner's specification. Approval by written consent is obtained by timely receipt of: (i) the number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) the votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. If the written consent was filed by the Co-owner through electronic transmission to the Association, the date of transmission is deemed to be the date signed, and the date received is deemed to be the date the email is reproduced by the Association in paper form.

Section 7. The quorum for the annual election of Board members and for proposals submitted by members or by the Board of Directors is 25% in number of the Co-owners eligible to vote. The ballot of a qualified Co-owner shall be counted in determining the presence of a quorum. At the Annual Meeting, the Secretary of the Association shall be informed of the number of ballots received. The election results are reported at the Annual Meeting.

Section 8. In the event of a casualty or catastrophic event causing damage or destruction to more than 50% of the Condominium Project, all quorum requirements for meetings of members shall be temporarily suspended. In the absence of the Chair of the Board of Directors, a Chair pro-tem, together with the remaining available Directors, shall be empowered to take those steps necessary and incur expenses on behalf of the Association to attempt to secure, protect and safeguard the Project, to notify insurance companies as necessary to preserve known or potential insurance claims, and to collect and disburse proceeds of insurance for such purposes, notwithstanding the lack of meetings of members or membership approval if otherwise required. Every Co-owner displaced or otherwise out of contact with the Association by the casualty or catastrophic event has the affirmative duty to notify the Board of Directors (or any Director) of their address for meeting notification purposes. Upon receipt of such notification for all Co-owners, the suspension of quorum shall be lifted, and the meeting of member obligations shall resume, and a meeting of members shall be called immediately.

Other provisions as to voting procedures, not inconsistent with these provisions, may be provided elsewhere in this document.

ARTICLE VII

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners. Personal property taxes based upon the personal property shall be treated as expenses of administration. Special assessments and property taxes by any public taxing authority shall be assessed against the Condominium units and not against the Association.

Section 2. Expenditures affecting the administration of the Project include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project. Receipts affecting the administration of the Condominium Project include all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project.

Section 3. The expenses arising from the management, administration, and operation of the Association by the Board of Directors shall be levied against the Co-owners. Assessments shall be determined in accordance with the following provisions:

(a) General Assessments.

- (i) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the upcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a Replacement Reserve Fund of at least 10% of the Association's current annual budget on a non-cumulative basis for major repairs and replacements of Common Elements. The Replacement Reserve Fund must be funded by regular monthly payments rather than by special assessment, except in emergency or casualty circumstances, and must be segregated from any other reserve fund maintained by the Association. The minimum 10% standard required by this section may prove to be inadequate for the Community. The Board of Directors should carefully analyze the Community to determine if a greater amount should be set aside in this reserve fund. In and as a part of its analysis, the Board of Directors shall develop, maintain and annually update a long range replacement reserve plan for the Common Elements of the Community. The contents of this plan shall be defined by adopted Board policy or in Rules of the Association. The Board of Directors may, in its discretion, create other operating or reserve funds for specific purposes or expenses, including reserves for unexpected expenses of the Association. Each fund must be defined as to sole purpose and source of funding in the Standing Operating Procedures manual. It is permissible to use the assets in the Replacement Reserve Funds as collateral for loans obtained by the Board of Directors in furtherance of its duties and responsibilities as set forth in Article IV, Section 3 of these Bylaws of the Northfield Hills Condominium Association.
- (ii) After adoption of the annual budget by the Board of Directors, copies of the budget shall be delivered to each designated voting representative. Assessments for the

year shall be established based upon the budget. If the monthly assessment is to be increased, Co-owners shall receive notification at least 30 days prior to the day the new assessment is to take place. The delivery of a copy of the budget to each designated voting representative does not change the liability of any Co-owner for any existing or future assessments.

(b) Special Assessments.

(i) If the Board of Directors at any time determines, in its sole discretion, that the assessments levied are or may prove to be insufficient:

- (1) to pay the costs of operation and management of the Condominium,
- (2) to provide replacements of existing Common Elements,
- (3) to maintain an adequate reserve fund,
- (4) to provide additions to the Common Elements not exceeding 10% of the annual operating budget for the preceding year,
- (5) to pay shortfalls in utilities and insurance premiums or proceeds, or
- (6) in the event of emergencies or casualties, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary.

(ii) In addition to those provided in 3(b)(i), above, special assessments may be made by the Board of Directors and approved by the Co-owners to meet other needs or requirements of the Association including, without limitation, assessments for capital improvements for additions to the Common Elements exceeding 10% of the annual operating budget for the preceding year, or assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in

this subparagraph, excluding those assessments referred to in subparagraph 3(b)(i), shall not be levied without prior approval of 60% of the qualified designated voting representatives in number.

- (iii) Fines, interest, late or administrative charges, or other costs and expenses imposed against a Co-owner by the Board of Directors pursuant to the Condominium Documents shall be deemed assessments and shall be charged, collected and enforced in the same manner as all assessments pursuant to this Article and the Condominium Act.

(c) Remedial Assessments.

If any Co-owner fails to properly maintain, repair or replace any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors, adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the applicable Limited Common Element, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed the Co-owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element.

Section 4. General assessments as determined in accordance with Article VII, Section 3(a) above shall be payable by the Co-owners in 12 equal monthly installments and/or in such other periodic installments as the Board of Directors may determine, commencing with ownership of a unit through deed or land contract or with any ownership interest in a unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment is in default if the assessment, or any part of it, is not received by the Association in full on or before the due date for the payment. A late charge shall be assessed by the Association upon any assessment that is not paid within ten days of the due date for the assessment. The amount of the late charge shall be established by the Board of Directors in the Rules and Regulations, together with any other conditions for imposition. Late charges are an administrative cost, not a penalty.

Assessments in default bear interest at the rate of 7% per annum or any higher rate allowed by law until paid in full. All payments shall be applied first to costs of collection including attorney fees, to late charges and interest, to fines or other charges, and then to assessments in order of oldest delinquency. A designation by the Co-owner of any other method of application is not binding on the Association and does not create an accord and satisfaction.

Each Co-owner (whether one or more persons) is and remains personally liable for the payment of all assessments, late charges, costs of collection, fines, administrative charges or other costs pertinent to the Co-owner's unit which may be levied while the Co-owner has ownership of the unit.

Both a land contract seller and the land contract purchaser are personally liable for the payment of all assessments, charges, costs of collection, fines, administrative charges or other costs pertinent to the subject Condominium unit which are levied during the land contract term and any extension or termination, including any redemption periods from foreclosure or forfeiture of the land contract.

Section 5. Charges levied against Co-owners may be apportioned among the Co-owners as follows:

- (a) The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element may be additionally assessed against the Condominium unit serviced by the Limited Common Element at the time the expenses were incurred. If the Limited Common Element involved services more than one Condominium unit, the expenses may be additionally assessed against each of the affected Condominium units equally so that the total of the Special Assessment equals the total of the expenses.
- (b) Any other unusual expenses, late charges, fines, interest, administrative charges, costs or other charges benefiting less than all of the Condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, guests, contractors, agents, employees or members of their family or household, shall be additionally assessed against the Condominium unit(s) involved.

- (c) The amount of all common expenses not additionally assessed pursuant to subsections (a) and (b) may be assessed against the Condominium units in proportion to the percentage of value of each Condominium unit. In addition, the amount of all common expenses benefiting all units equally may be assessed against the involved units without respect to percentage of value or on a per unit basis in the discretion of the Board of Directors.

Section 6. All other assessments as determined in accordance with Article VII, Section 3(b) above shall be due and payable at the time and in the manner prescribed by the Board of Directors or as elsewhere contained in the Condominium Documents.

Section 7. No Co-owner is exempt from liability for payment of assessment and for contribution toward the Association's expenses of administration by waiver of the use or enjoyment of any of the Common Elements or abandonment of the unit. No Co-owner is exempt from payment of assessments based upon the failure of the Association or management agent to provide services or management to the Co-owner.

Section 8. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments.

No Co-owner may assert in answer or set-off to a complaint brought by the Association for non-payment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

The lien may be foreclosed by a judicial action or by advertisement in the name of the Association by the Board of Directors. Each Co-owner and every other person who has any interest in the Condominium Project shall be deemed to have granted to the Association the unqualified right to elect to foreclose its lien either by judicial action or by advertisement.

The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall be used for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period following Association foreclosure through advertisement or judicial action shall be 6 months unless the unit is abandoned. If abandoned, the redemption period is 30 days. The Association is entitled to recovery

of its interest, expenses, costs and attorney fees in addition to all other amounts secured by the lien as provided by the Condominium Documents and Michigan Law.

Each Co-owner and every other person who has any interest in the Condominium Project is deemed to have authorized and empowered the Association to sell the unit against which the Association's lien is recorded and to receive, hold and distribute the proceeds of the sale in accordance with the applicable priorities.

Each Co-owner acknowledges that, at the time of acquiring title to the unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments or other charges and a hearing on the same prior to the sale of the unit.

The Association, through its Board of Directors, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium unit.

A foreclosure proceeding may not be commenced without recordation and service of a notice of lien as follows:

1. The notice of lien shall set forth:
 - (a) The legal description of the Condominium unit or Condominium units to which the lien attaches.
 - (b) The name of the Co-owner of record of the unit.
 - (c) The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, costs and attorney's fees. Future assessments, unless acceleration has occurred as provided for in this section, shall not be included in the amount stated in the notice of lien.
2. The notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may consider appropriate.
3. The notice of lien shall be recorded in the Oakland County Register of Deeds Office and shall be served upon the

delinquent Co-owner by first class mail, postage prepaid, addressed to the designated voting representative at least 10 days in advance of commencement of the foreclosure proceeding. The notice of lien does not have to be recorded at the time of mailing.

An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien. An action for money damages and foreclosure may be combined in one action.

A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and collect and apply any rentals as directed by the Court.

The expenses incurred in collecting unpaid assessments, including accelerated assessments, interest, costs, actual attorney's fees and advances for taxes or other liens paid by the Association to protect its lien, are chargeable to the Co-owner in default and secured by the lien on the unit.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's unit and in the event of default by any Co-owner in the payment of any installment or portion of any additional or special assessment levied against the Co-owner's unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to, and collected from, the responsible Co-owner in the manner provided in this Article, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which the delinquency continues) and all unpaid portions or installments of the additional or special assessments, if applicable, immediately due and payable. Such accelerated amounts may be deemed to be unpaid assessments for lien recordation purposes.

A Co-owner in default shall not be entitled to vote at any meeting of the Association and shall not be entitled to run for election as a Director or be appointed as a Director or an Officer of the Association so long as the default continues.

Section 9. The Association shall be billed for water and sewer charges, natural gas, and for electricity charges for street lighting to the Common Elements of the Condominium by the respective utility company providing such service. Charges for these services by the City of Troy, Consumers Power Company and DTE Energy Company, or any of their successors, constitute a lien on each unit within the Complex, equal in priority to the lien for assessments of the Association. All utility service charges as described in this Section are an expense of administration and included within the Association budget. No change which would adversely affect the utility lien shall be made to this Section without the written consent of the affected utility.

Section 10. The purchaser of a Condominium unit shall request a written statement from the Association regarding the outstanding amount of any past due unpaid Association monthly or special assessments, fines, administrative costs, and costs of collection, including actual attorney fees incurred.

The Association shall provide a written statement of such unpaid assessments, fines, administrative costs and costs of collection, including attorney fees, as may exist, or a statement that none exist. The statement is binding upon the Association for the period stated.

Unless the purchaser or grantee requests the written statement from the Association at least 5 days before the purchase of the unit, the purchaser or grantee shall be liable for any unpaid regular or special assessments, fines, administrative costs and costs of collection, including attorney fees, against the unit accruing prior to the purchase or grant. The costs of collecting such amounts from the purchaser or grantee, including interest and attorney fees, shall also be charged to the purchaser or grantee.

Section 11. A construction lien arising under MCL 570.1101 et. seq., as amended, is subject to the following limitations:

- (a) Except as provided in this section, a construction lien for work performed upon a Condominium unit or upon a Limited Common Element may attach only to the Condominium unit upon which the work was performed.
- (b) A construction lien for work authorized by the Association may attach to each Condominium unit only to the proportionate extent that the Co-owner of the Condominium unit is required to

contribute to the expenses of administration as provided by the Condominium Documents.

- (c) A construction lien may not arise or attach to a Condominium unit for work which was performed on the Common Elements but not contracted for by the Association.

ARTICLE VIII

ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or disputes, claims or grievances arising among or between Co-owners, or Co-owners and the Association, may, upon the election and written consent of the parties to the disputes, claims or grievances and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration. The costs of the arbitration will be borne by the requesting party, unless the requesting party prevails.

Section 2. No Co-owner or the Association is precluded from petitioning the Courts to resolve any disputes, claims or grievances.

Section 3. Election by Co-owners or the Association to submit a dispute, claim or grievance to arbitration will preclude such parties from litigating the dispute, claim or grievance in the Courts.

ARTICLE IX

INSURANCE

Section 1. Subject to the provisions and limitations set forth in Article IV of the Third Amendment to the Superseding Consolidated Master Deed of Northfield Hills Condominium, the Association shall carry special-form insurance coverage which includes fire and extended coverage, malicious mischief and vandalism, general liability, Board of Directors errors and omissions coverage, and Workers Compensation Insurance, if applicable, pertinent to the ownership, maintenance, and use of the General Common Elements of the Condominium complex and any Limited Common Elements of the complex for which the Association

has repair or replacement responsibility per Article IV of this Third Amendment to the Superseding Consolidated Master Deed.

a) Such insurance shall be carried and administered as follows:

The Association insurance shall include coverage for any property in a unit which was installed in accord with the Association's original plans and specifications (or replacement of like kind and quality, without any improvement allowance for original items), such as the following: permanent fixtures, interior trim, permanent appliances, and the floor/ceiling/wall finishes and coatings, but excluding doors, glass sidelights, door walls, windows, screens, and garage doors. Original specifications of the Association are as follows:

(i) Permanent fixtures

- (1) Builders' grade cabinets with pressed wood doors in kitchen and bathrooms
- (2) Builders' grade counter tops on all lower cabinets
- (3) Gas furnace, eighty percent efficiency
- (4) Electric (only) ten seer air-conditioning
- (5) Gas hot water heater, forty gallon
- (6) Five-foot enameled steel bath tub with economy single lever faucet
- (7) Round front tank and bowl toilet with seat
- (8) Enameled steel lavatory sinks with stainless steel trim ring and single lever economy faucet
- (9) Twenty-two gauge stainless steel single bowl kitchen sink with economy single lever faucet
- (10) Economy grade bath exhaust fans
- (11) Electric distribution center, 100 amp service panel

(ii) Interior trim

- (1) Standard two and one quarter inch paint grade baseboards
- (2) Standard two and one quarter paint grade door and window casings
- (3) Builders' grade wrought iron railings with wood cap

(iii) Appliances

- (1) Economy eighteen cubic feet freezer-on-top refrigerator
- (2) Economy electric (only) slide-in stove with four open burners and conventional oven
- (3) Rotary dial single cycle electric dishwasher
- (4) One-third horsepower kitchen sink garbage disposal

(iv) Floor/Wall/Ceiling

- (1) Builders' grade low-nap carpet with budget grade pad
- (2) Builder's grade one foot square linoleum floor tiles in kitchen, entry, and powder room
- (3) Builders' grade one-inch square ceramic bathroom floor tile
- (4) Builders' grade six-inch square ceramic tile surrounding tub and shower
- (5) One coat builder's series primer and one coat wall paint on walls

- (6) Economy grade ceiling light fixtures in dining room, kitchen, entry ways, stairways, and bathrooms

All General Common Elements of the Condominium complex and such Limited Common Elements for which the Association has repair or replacement responsibility per Article IV of the Superseding Consolidated Master Deed will be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. This determination will be made in consultation with the Association's insurance carrier and/or its representatives, employing commonly accepted methods for the reasonable determination of replacement costs. The coverage shall be effected upon an agreed amount basis for the entire Condominium complex with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that would cause loss recoveries to be reduced below the actual amount of any loss (except in the unlikely event of total complex destruction, if insurance proceeds failed for any reason to be equal to the total cost of replacement.)

All information in the Association's records regarding insurance coverage is available to all co-owners upon written request and with reasonable notice during normal business hours, so that co-owners are able to judge the adequacy of coverage; and, upon the taking of due Association procedures, to direct the Board at a properly called meeting to change the nature and extent of any applicable coverage, if so determined, and if the change is available from the underwriter to the Association. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all co-owners of the nature and extent of all changes in coverage.

- b) Every co-owner shall obtain coverage at their own expense upon their unit and upon the Limited Common Elements for which the co-owner has maintenance, repair, or replacement responsibility per the provisions of the Condominium documents. It shall be each co-owner's responsibility to obtain, by personal investigation from the co-owner's own insurance advisor, the nature and extent of insurance coverage adequate to the co-owner's needs.

Such coverage shall include insurance for at least the following exposures:

- (i) any real property within a unit which is not covered by the Association's insurance (as set forth in Subsection (a) of Section 1 of this Article), including unit modifications, improvements, enhancements, or upgrades
- (ii) the personal property of the co-owner, his licensees, invitees, guests, agents, employees, contractors or members of their household or family located within the co-owner's unit or Limited Common Elements, or elsewhere on the Condominium premises
- (iii) coverage for damage due to ice-damming, or due to mold testing and remediation costs or resulting from mold exposure, to the extent such coverage are available to the co-owner
- (iv) Personal Liability coverage for the Co-owner's personal liability and for the liability of a nonco-owner occupant living in the unit for any losses, casualties or occurrences within the co-owner's unit or on the unit's Limited Common Elements, or on any General Common Element to the extent of any liability on the part of the co-owner
- (v) Special Assessment coverage
- (vi) Coverage for loss of use/additional living expense in the event of an insured casualty.

The Association shall have absolutely no responsibility for obtaining the above coverage or paying for co-owners' damages which the omitted coverage would have paid.

- (c) In the event of a loss to a unit or Common Element covered under a policy of insurance paid for by the Association, if the loss is caused by anything in a unit or anything deemed to be part of the unit, the Co-owner of the unit shall bear the responsibility for all costs, and expenses including the Association's insurance deductible. The negligence of the Co-owner is irrelevant in this determination. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the damages, costs and expenses including any insurance deductible owed by a Co-owner shall be charged as a Remedial Assessment and

collected in the same manner as a Remedial Assessment. If the loss originates from the General Common Elements, the insurance deductible shall be paid by the Association as a common expense, unless the Board determines that such loss is attributable to the acts or omissions of a co-owner. If the amount of damage does not meet the deductible, no claim shall be filed under the Association's insurance policies.

- (d) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear. Whenever repair or reconstruction of the Condominium shall be required as provided in Article XI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction; and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on units in the Project have given their prior written approval.
- (f) The Association and each Co-owner hereby release and discharge each other and any officer, agent, employee or representative of either party, of and from any liability whatsoever arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting such waiver of liability and/or containing a waiver of subrogation clause or an appropriate endorsement) is carried by the injured party at the time of such loss, damage, or injury, to the extent of any recovery by the injured party under such insurance.

Section 2. Each Co-owner, by ownership of a unit in the Condominium Complex, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Complex, his unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as

attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners, and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents, and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE X

CO-OWNER MAINTENANCE, RECONSTRUCTION, REPAIR OR ALTERATION

Section 1. Each Co-owner is responsible for reconstruction and repair as reflected in this Third Amendment to the Superseding Consolidated Master Deed and as follows:

- (a) Every Co-owner shall promptly perform all maintenance and repair work within the Co-owner's unit, basement, or on such limited common elements for which the Co-owner is responsible, which, if omitted, would affect the Community in its entirety or in part belonging to other Co-owners, being expressly responsible for the damages and liabilities that the Co-owner's failure to do so may engender.
- (b) Each Co-owner is solely responsible for the interior repairs, including the unfinished surface of the drywall and decorating of the interior of the unit, regardless of whether damage or loss is caused by structural defect, damage to the Common Elements, mold, deterioration, or fire, theft or vandalism. Each Co-owner is responsible for maintenance, repair and replacement of his windows, doors, screens, door walls, storm windows, storm doors, rear patio, rear porch, rear entrance stoop, patio fence enclosure, that portion of patio fences for which the Co-owner has responsibility, garage doors and mechanisms, and modifications to the unit preexisting the effective date of these amendments.
- (c) All maintenance, reconstruction, replacement and repair of installations servicing the unit, including, without limitation, telephones, cable access, appliances, sanitary installations, garbage disposals, interior doors, lighting, cabinets, floor coverings (including hardwood floors), window treatments, wall coverings and all other accessories, water faucets and taps, hot

water heaters and fixtures, air conditioners, interior trim, appliances, furnaces, duct work, and air purification systems, shall be at the Co-owner's expense.

Section 2. Except as otherwise provided in Section 3 of this Article, no Co-owner shall make any alterations, interior or exterior structural modifications, or additions or deletions to a unit, to the buildings or to any of the Common Elements, Limited or General, without prior written approval of the Board of Directors. The Board of Directors shall not approve any alterations, structural modifications, additions or deletions which would jeopardize or impair the utility, soundness, safety, appearance or aesthetics of the Condominium Community or which are requested by a Co-owner who has been declared in default by the Board of Directors.

The Board of Directors shall respond in writing to requests made for additions, deletions, modification, etc., no later than 30 days from the date request was received.

A Co-owner who receives the required written approval for any alteration or modification shall be responsible for maintenance, insurance, reconstruction, replacement, repair or removal of any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Every Co-owner shall have the affirmative obligation to notify their potential purchasers of modifications or alterations and the purchaser's responsibility for them prior to transfer of title or any beneficial interest in the unit.

- (a) In the event that the Co-owner fails to perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the Co-owner. These assessments shall be enforceable and collectible as provided in Article VII of these Bylaws or the Association may use other remedies available elsewhere in the Condominium Documents or by law.
- (b) In the event that the Co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, or installs a modification or alteration which does not correspond to Board-approved parameters, the Association may summarily remove or abate the alteration or modification. The costs and expenses incurred in removal or abatement will be assessed to the Co-owner and shall be

enforceable and collectible as provided in Article VII. The Board of Directors may, in addition, pursue other remedies available in the Condominium Documents or by law.

Section 3. Alterations by Co-owners with disabilities are subject to compliance with the following provisions:

- (a) A Co-owner may make improvements or modifications to the Co-owner's unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owner's unit, at his expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions which could be hazardous to such persons. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements, health and safety laws and ordinances, and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
- (b) Before an improvement or modification allowed by Section 3(a) is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Board of Directors for review and approval. The Board shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Board of Directors denies a proposed improvement or modification, the Board shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the Co-owner. The Board shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the Board. If the Board

of Directors does not approve or deny submitted plans and specifications within the 60 day period, the Co-owner may make the proposed improvement or modification without the consent or the approval of the Association. A Co-owner may bring an action against the Association of Co-owners and the Officers and Directors to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Board of Directors of the Co-owner's proposed improvement or modification.

- (c) An improvement or modification allowed by Section 3(a) that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-owner who has made exterior improvements or modifications allowed by Section 3(a) shall notify the Association in writing of the Co-owner's intention to convey or lease the Condominium unit to another, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this subsection, the Board of Directors may require that the Co-owner remove the improvement or modification at the Co-owner's expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Board of Directors at any time may remove or require the Co-owner to remove the improvement or modification at the Co-owner's expense. However, the Board of Directors may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residence in the unit within 12 months, or conveys or leases the Condominium unit to persons with disabilities who need the same type of improvement or modification, or to a person who has a person residing with him who requires the same type of improvement or modification.
- (d) If a Co-owner makes an exterior improvement or modification allowed under Section 3(a), the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this State, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the Co-owner is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance, repair and replacement of the improvement or modification to the

extent of the cost currently incurred by the Association for the unaltered Common Elements prior to installation of the improvement or modification. Any costs in excess of the amount incurred by the Association shall be billed to and paid by the Co-owner.

- (e) Any person seeking a modification or reasonable accommodation due to any disability must provide reliable disability related information and documentation to verify that the person meets the Federal Housing Administration definition of disability, being a physical or mental impairment that substantially limits one or more major life activities. The Association shall have no obligation to afford an accommodation which requires fundamental alterations of the Association's operations or imposes an undue financial or administrative burden. The Association does not have an obligation to provide an accommodation or allow occupancy where such accommodation or occupancy would amount to a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of the Association or other unit owners. The grant or denial of any such accommodations by the Board of Directors in its discretion in accordance with applicable law shall not constitute any breach of fiduciary or other corporate obligation.

- (f) As used in this Section, persons with disabilities means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502a(z) of the Michigan Compiled Laws, as may be amended.

Section 4. Except as otherwise provided in the Condominium Documents, each Co-owner shall also be responsible for the costs of the reconstruction, repair, replacement and maintenance to any other portion of the Condominium if the costs arise through the Co-owner's actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by the Co-owner's family, guests, tenants, lessees, vendees, licensees or invitees, agents, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the Co-owner.

Section 5. If any Co-owner fails to immediately and timely commence or complete repairs, reconstruction, replacement or maintenance as required by this Article or other provisions of the Condominium

Documents, after written notice to do so by the Board of Directors, the Board of Directors may have the required work performed and assess the costs and expenses incurred to the Co-owner who was required to perform as a remedial assessment per Article VII, Section 3(c). The amounts so assessed may be enforced and collected as provided in Article VII of these Bylaws. The Association may also use those remedies available elsewhere in the Condominium Documents.

ARTICLE XI

REPAIR OR RECONSTRUCTION THROUGH CASUALTY

Section 1. If any part of the Condominium property is damaged, the determination of whether or not it will be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated in compliance with Article XI, Section 6.
- (b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within 90 days after destruction.

Section 2. Any reconstruction or repair undertaken shall be substantially in accordance with this Third Amendment to the Superseding Consolidated Master Deed and any available plans and specifications for the Complex to a condition as comparable, or as near as practicable, to the condition existing prior to damage unless two-thirds of the Co-owners in number and in value decide otherwise.

Section 3. Immediately after a casualty causing damage to property which is covered by insurance obtained by the Co-owners or the Association, the Association shall obtain reliable and detailed estimates of the cost to place the property in a condition as good as that existing before the damage. Insurance proceeds shall be available for repair or replacement as stated in Article IX, Sections 1 and 2.

Section 4. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair of the Common Elements by the Association, or if at any time during reconstruction or repair, or after

completion of reconstruction or repair, the funds for payment of the costs are insufficient, assessments shall be made against the Co-owners who own the damaged unit or units in sufficient amounts to provide funds to pay the estimated costs of reconstruction or repair. Such assessments shall be apportioned in accordance with the percentages of value of the units affected. Such assessments shall not require approval of the Co-owners. The Association shall have a lien on any funds advanced on behalf of such Co-owner or Co-owners, which lien may be enforced in the same manner as provided in Article VII of these Bylaws, or as elsewhere provided in the Condominium Documents. If the damage is to the General Common Elements, all Co-owners will be assessed for the deficiency in accordance with their respective percentages of value.

Section 5. If the damage is only to premises or part of a unit which is the responsibility of a Co-owner to reconstruct, maintain, insure or repair, it shall be the responsibility of the Co-owner to immediately reconstruct, repair or maintain against such damage in accordance with Article IX and Article X of these Bylaws.

(a) The Co-owner shall begin reconstruction, replacement or repair of any and all damages upon receipt of the insurance proceeds from the Co-owner's insurance company or upon written notice to do so by the Board of Directors. The Association shall have no duty to release any insurance proceeds it may have received to the Co-owner until repair, reconstruction or replacement has been properly completed. The Co-owner is required to use the services of a licensed contractor, obtain at least two written estimates, and provide an opportunity for the Board of Directors to review and reject any estimate.

(b) Any portion of Association insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner may be paid to the Co-owner and the mortgagee of record jointly, and such proceeds may be used for reconstruction, replacement or repair when required by these Bylaws. The Association may require reasonable assurance that the proceeds will be used for reconstruction, replacement or repair as well as assurance for time, manner and method of performance.

Section 6. After complete or partial destruction of the Condominium, as a result of any casualty or at any other time, the Condominium may be terminated as follows:

- (a) Agreement of 80% of the qualified Co-owners of the Condominium in number and in value to termination of the Condominium shall be evidenced by their execution of the termination agreement or of written ratification of the termination agreement, and the termination shall become effective only when the agreement is recorded.
- (b) Upon recording of the instrument terminating a Condominium Project the property constituting the Condominium Project shall be owned by the Co-owners as tenants in common in proportion to their respective percentages of value immediately before recording of this instrument. As long as the tenancy in common lasts, every Co-owner or his heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formally constituted the Condominium unit.
- (c) Upon recording of the instrument terminating a Condominium Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective percentages of value immediately before recording of the instrument, except that common profits shall be distributed in accordance with the Condominium Documents and Michigan law.

ARTICLE XII

EMINENT DOMAIN

Section 1. Eminent domain is governmental taking of private property for public use. The following provision shall control upon any taking by eminent domain:

- (a) If any portion of the Common Elements is taken by eminent domain, the award shall be allocated to the Co-owners in proportion to their respective percentages of value. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements. Any negotiated settlement as to the Common Elements approved by more than two-thirds of qualified Co-owners in number and in value is binding on all Co-owners.
- (b) If a Condominium unit is taken by eminent domain, the unit's appurtenant Common Elements shall be reallocated to the remaining units in proportion to their respective percentages of value. The Court shall enter a decree reflecting the reallocation

of undivided interests produced by the taking, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium unit taken for the Co-owner's undivided interests in the Common Elements as well as for the Condominium unit.

- (c) If portions of a Condominium unit are taken by eminent domain, the Court shall determine the fair market value of the portions of the Condominium unit not taken. The undivided interests for such Condominium unit in the Common Elements appertaining to such Condominium unit shall be reduced in proportion to the diminution in the fair market value of the Condominium unit resulting from the taking. The portions of undivided interests in the Common Elements thereby divested from the Co-owner(s) of a Condominium unit shall be reallocated among other Condominium units in the Condominium Project according to their respective percentages of value. A Condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the Court under this subsection. The Court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Condominium unit partially taken for that portion of the undivided interests in the Common Elements divested from the Co-owner and not re-vested in the Co-owner, as well as for that portion of the Condominium unit taken by eminent domain.
- (d) If the taking of a portion of a Condominium unit makes it impractical to use the remaining portion of that Condominium unit for a lawful purpose permitted by the Condominium Documents, then the unit's entire undivided interest in the Common Elements shall be reallocated to the remaining Condominium units, in proportion to their respective percentages of value. The remaining portion of that Condominium unit shall be a Common Element. The Court shall enter an Order reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Condominium unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium unit.
- (e) Votes in the Association of Co-owners and liability for future expenses of administration belonging to a Condominium unit taken or partially taken by eminent domain shall be reallocated to the remaining Condominium units in proportion to the relative

voting strength in the Association. A Condominium unit partially taken shall receive a reallocation as though the voting strength in the Association of Co-owners was reduced in proportion to the reduction in the undivided interests in the Common Elements.

ARTICLE XIII

OBLIGATIONS OF OWNERS

Section 1. Each unit in the Condominium and the Common Elements shall be used for single-family residential purposes only.

The provisions of this section shall not be construed to prohibit a Co-owner or tenant from maintaining a personal professional library, keeping personal, professional or business records, or handling personal business or professional telephone calls in that Co-owner's unit, provided that there shall be no conduct of business of a nature to disturb the quiet enjoyment of the other Co-owners, including customers, deliveries and pick-ups, parking or similar activities.

Section 2. Co-owners may lease their units for residential purposes pursuant to the conditions that follow: This Section 2, Subsection (a), (b) and (c) shall not apply to existing landlord/tenant rentals, which are grandfathered in and such landlords are able to re-rent their units until the sale of the rented unit by the landlord.

(a) No unit may be leased or rented or occupied by a nonco-owner resident if the lease or rental of the unit would cause the total number of units in the condominium community to exceed twenty (20%) percent of all units.

(b) If there is a change or transfer of title to a unit, the unit shall not be rented until the percentage is below the 20% cap. Exceptions to this limitation are:

(i) Deployment or reassignment due to military service;

(ii) Employment transfer with valid documentation from the Co-owner's employer;

(iii) Transfer of title by the unit owner to a Limited Liability Company or Living Trust;

- (iv) Any other application for transfer provided that the reason for transfer and request for exception receives the Unanimous approval of the Board of Directors. Exceptions will not be approved for involuntary transfer due to foreclosure, seizure or property tax foreclosure, probate transfers, or voluntary transfers to heirs or transfers resulting from the necessity of alternative living or nursing home accommodations.
- (c) A Co-owner desiring to rent or lease a unit:
 - (i) Shall submit a Request to Lease form to the Association and a copy of the exact lease form to be used in the rental transaction for Board review for its compliance with the Condominium Documents. The submittal shall occur at least 45 days before the transaction contemplated will be completed;
 - (ii) The Association will review its rental records and if the proposed lease or rental of the unit would cause the total number of units in the Condominium Community to exceed twenty (20%) percent, then the Co-owner shall not proceed to rent or lease the unit or allow residency by a nonco-owner occupant, and shall withdraw the Request to Rent submitted; and
 - (iii) Upon withdrawal of the Request to Rent due to excess over twenty (20%) percent, the co-owner's unit shall be placed on a waiting list for lease or rental as maintained by the Association. The Co-owner will be given written notification when total unit leases or rentals fall below twenty (20%) percent, that the Co-owner's unit is available to be rented in compliance with this Section.
- (d) No Co-owner shall lease or rent less than an entire unit, the lease, rental, or occupancy arrangement shall be pursuant to the written lease submitted under Section (c) above, the occupancy whether by lease or rental or otherwise shall be for a term of at least one year with one year renewal increments.
- (e) The written lease shall:

- (i) Require the lessee or 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 is a default in the terms of the lease;
- (iii) Provide that the tenant/unit occupant shall carry insurance coverages as required of unit owners per Article IX of the Restated Condominium Bylaws;
- (iv) Provide that the tenant indemnifies and holds the Association harmless for damages to the tenant's property, the rental unit, or the tenant's ability to continue in possession of the unit. The tenant expressly acknowledges by assuming occupancy that his/her landlord is the sole source of compensation for such damages.
- (v) Provide that the Board of Directors has the power to terminate the lease or rental agreement or unit occupancy or to institute an action to evict the tenant and for money damages after fifteen days prior written notice to the Condominium unit Co-owner, in the event of default by the tenant in the performance of the lease or the Restated Condominium Bylaws.
- (vi) The Board of Directors may suggest or require a standard form lease for use by unit Co-owners. Each Co-owner of a unit shall, promptly following the execution of any lease of a Condominium unit, forward a conforming copy to the Board of Directors. Each Co-owner shall simultaneously provide to the Board the Co-owners current phone number and address that is not a post office box. Co-owners leasing units lose the right to use the Association's recreational facilities.
- (f) Under no circumstances shall transient tenants be accommodated. For purposes of this Section, a "transient tenant" is a nonco-owner residing in a Condominium unit for a time period of 120 days or more, without a written lease.

- (g) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the provisions of these Bylaws, the Association shall take the following action:
- (i) The Association shall notify the Co-owner by certified mail (return receipt requested) advising the alleged violation by the tenant or nonco-owner occupant.
 - (ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonco-owner occupant or advise the Association that a violation has not occurred.
 - (iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of conditions of the Condominium Documents. The relief set forth in this subsection may be by Summary Proceeding. The Association may hold both the tenant or nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonco-owner occupant in connection with the Condominium unit or the Condominium and for actual legal fees incurred by the Association in connection with the legal proceedings.
- (h) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a lessee, tenant or nonco-owner occupant occupying the Co-owner's Condominium unit. The lessee, tenant, or nonco-owner occupant, after receiving the notice, shall deduct the arrearage and future assessments from rental payments due the Co-owner as they fall due and pay them to the Association. The deductions are not a breach of the rental agreement or lease by the lessee, tenant or nonco-owner occupant. The Association shall have the right to issue a Statutory Notice to quit for nonpayment of rent to the tenant if the tenant does not tender remittance, as required by this Section, to the Association and initiate proceeding based upon that notice. The form of lease used by any Co-owner shall explicitly contain this provision.

Section 3. Alterations and modifications of units and Common Elements by Co-owners shall be governed by Article X of these Bylaws and in compliance with this Section.

No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's unit (including interior walls through or in which there exist easements for support or utilities); make changes in any of the Common Elements, Limited or General; or make changes in the exterior appearance of the Community without the express prior written approval of the Board of Directors, including (a) Items for which Co-owner has maintenance/replacement responsibilities with guidelines specified in the Rules and Regulations: patio doors, entry doors, garage doors, windows, and (b) any item which changes the exterior appearance, such as lighting installations, aerials, newspaper holders, basketball backboards, shutters and exterior painting. Installation of window air conditioners or exhaust fans, or exterior attachments such as cable, awnings, etc., are prohibited. Co-owners are further prohibited from damaging or modifying walls or floors between units which in any way impair sound conditioning provisions. The Board of Directors may require a recorded agreement stipulating the conditions of approval.

The Co-owner shall be responsible for the maintenance and repair of any approved modification. In the event that the Co-owner fails to maintain and/or repair the approved modification to the approval of the Board of Directors, the Association may undertake the maintenance and repair and assess the Co-owner the costs incurred. The assessed costs may be collected from the Co-owner as provided in Article VII of these Bylaws.

If an unapproved installation or modification is done by the Co-owner, the Board of Directors may summarily remove the unapproved modification and charge the costs of removal to the Co-owner.

The Co-owner shall indemnify and hold the Board of Directors and the Association harmless from, and against, any and all costs, damages, and liabilities incurred in regard to the approved modification.

No Co-owner shall install, nor shall the Board of Directors approve, any alteration or modification which in any way restricts access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any element which affects the Association responsibility in any way. If access has been restricted by an approved modification or alteration which predates these Bylaws, then the Board of Directors or

the designated agent of the Association may remove any coverings or attachments of any nature, including patios and decks, which restrict such access. The Board of Directors or its agent shall have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining access. The Board of Directors or its agents shall not be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

- Section 4.
- (a) No unlawful or offensive activity shall be carried on in any unit or upon the Common Elements; nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium.
 - (b) Unsolicited electronic or other communications to other unit owners or distribution of commercial advertisements, may be deemed nuisance behavior by the Board of Directors, upon receipt of written complaints from other unit owners.
 - (c) No Co-owners, their unit occupants, family or household members, tenants, licensee, invitees or guests are allowed to use or possess marijuana (or any other controlled substance) on or in any of the Common Elements. Use of marijuana by a person with a registry identification card shall be confined to the registered persons unit and in STRICT compliance and conformance to state law and all pertinent administrative rules.
 - (d) No Co-owner, while in the Community, shall allow, cause, use or permit the use or operation of any device, tool, equipment or any other sound or noise creating circumstance which causes, or constitutes or is deemed a nuisance to other Co-owners or the Community in general. The Board of Directors may promulgate Rules and Regulations to address quiet hours in the Community and to further identify such prohibited conduct or circumstance in the enforcement of this provision.
 - (e) All Co-owners shall ensure that if they or their unit occupants, family, or household members, tenants, licensee, invitees or guests smoke, (whether for medical purposes or not) that such activity shall not be allowed or permitted to occur in the Clubhouse facilities, or pool areas.
 - (f) Any activities or behavior for which three or more written complaints from different Co-owners are received shall be conclusively deemed to constitute a nuisance or annoyance for

purposes of enforcement action by the Association. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any unit at any time.

- (g) All Co-owners shall ensure that if they or their unit occupants, family or household members, tenants, licensees, invitees or guests smoke (whether for medical, recreational or other purposes) such activity shall not be allowed or permitted to permeate other units or their Limited Common Elements. An air purifier or home smoke eater must be purchased and installed for any individual described above who is using marijuana through a current medical marijuana card.

Section 5. (a) No more than 2 animals shall be maintained by any Co-owner unless specifically approved in writing by the Association. Exotic animals are prohibited. Additions due to parenthood of an approved pet must be removed within 4 months if such addition results in the number of pets exceeding two. No animal may be kept or bred for any commercial purpose. No pet shall be allowed to be obnoxious or offensive on account of noise, barking, odor or unsanitary conditions. No animal may run loose at any time on the Common Elements and all animals must be leashed and attended by some responsible person while on the Common Elements. Unattended tieouts and wireless animal fences for pets are prohibited.

- (b) Deposits of fecal matter must be promptly removed from the Common Elements when occurring.
- (c) No savage or dangerous animal is permitted.
- (d) Any Co-owner who causes or allows any animal to be brought or kept upon the Condominium Premises shall indemnify and hold the Association harmless for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission for the pet.
- (e) The Board of Directors may ban or require removal of pets which cause undue financial or administrative hardship to the Association or which pose a direct physical threat to residents of the Community.

- (f) The Board of Directors may assess a reasonable additional assessment and/or fines for the harboring, keeping, maintaining or visitation of pet(s) in the Community.

Section 6. (a) The Common Elements shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association.

- (b) Trash receptacles are not allowed on the General Common Elements except for the limited time necessary for periodic collection. Trash receptacles may not be placed on the General Common Elements until after 7:00 p.m. of the day before collection. All trash must be bagged before being placed in trash receptacles. Any and all costs and expenses incurred by the Association as a result of the failure to comply with this section shall be charged to the responsible person and shall be collected as assessments as provided in Article VII of these Bylaws. Arrangements must be made by the Co-owner directly with the appropriate disposal authority for disposal of obsolete or abandoned personal property or disposable items that will not fit entirely into the trash receptacles, and these items shall be placed only in designated disposal areas.

Failure to comply may result in the imposition of a fine in accordance with the Rules and Regulations of the Association.

Section 7. No house trailers, boat trailers, boats, camping vehicles, camping trailers, mopeds, motorcycles, motorized scooters, all-terrain vehicles, snowmobiles or snowmobile trailers may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association.

Each Co-owner shall park his vehicle(s) in his garage or assigned space. If the number of vehicles owned by the Co-owner exceeds the available garage space, the additional vehicle may be parked in the Co-owner's driveway if the sidewalk is not blocked or the vehicle does not protrude into the roadway. If there is no assigned parking space available and if parking cannot be accommodated in the unit's driveway, the second vehicle may be parked in any available space in the general common parking areas. Maintenance of more than 2 vehicles in the Community must have prior written approval from the Board of Directors.

Commercial vehicles and trailers may not be parked in or about the Condominium except while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall be defined in the same manner as defined in Section 21.14 of the City of Troy Zoning Ordinance, as may be amended, or as may be defined by the Board of Directors of the Association upon at least 60 days written notice to the Co-owners.

The Association may assign General Common Element parking spaces for the use of the Co-owners of a particular unit or units in an equitable manner or may temporarily assign a parking space if the assignment will assist in a disability situation. Any assignment of unassigned parking spaces to individual units and the disabled will be on a temporary basis.

Unlicensed, unusable or abandoned vehicles are prohibited on the Condominium Premises or Common Elements. All vehicles must be moved to accommodate snow removal operations in accordance with the Rules and Regulations of the Association.

Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XVI, Section 3 of these Bylaws.

Section 8. No unsightly condition, as determined in the discretion of the Board of Directors, shall be maintained upon a rear yard, rear patio, rear porch or entrance stoop. No objects shall be maintained on any rear yard, rear patio, rear porch or entrance stoop which are inconsistent with ordinary use. No objects shall be placed on stoops, yards or patios which block or impede unit access. Access to Condominium Premises or units shall not be obstructed in any way, nor shall common areas be used for purposes other than that for which they are reasonably and obviously intended. No personal property, including chairs, benches; and bicycles, may be left on the General Common Elements. Trampolines are prohibited in the Condominium. This list is instructive only and not all inclusive.

Section 9. Each Co-owner shall maintain his unit and any Common Element for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition.

(a) The use of kerosene or gasoline heating devices wherever located on the Condominium Premises is absolutely prohibited. The storage of flammable oils or fluids such as gasoline, kerosene, Naptha, or Benzene is prohibited.

- (b) The costs of cleanup of any spills of oil or chemical substances, including costs of repair or replacement of the damaged area, are the responsibility of the Co-owner causing or contributing to the spill.
- (c) Each Co-owner shall use due care to avoid damaging any of the Common Elements including telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements servicing any unit which are appurtenant to or which may affect any other unit.
- (d) Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to Common Elements or units by the Co-owner, members of the Co-owner's family or household, tenants, lessees, vendees, guests, employees, contractors, licensees, invitees, or agents, insurance coverage notwithstanding.
- (e) Any costs or damages resulting from the failure to comply with the provisions of this Section shall be assessed to, and collected from, the responsible Co-owner as provided in Article VII, or such other and further remedies as may be afforded elsewhere in the Condominium Documents or by Michigan Law.
- (f) Any costs or damages of any kind or nature resulting from the presence, known or unknown, in a condominium unit or its appurtenant Limited Common Elements, of hazardous materials or pollutants shall be the sole responsibility of the unit owner. The Association has no responsibility of any kind, and no insurable interest in such materials or pollutants.

Section 10. Use of the clubhouse, swimming pool, and recreational areas is subject to limitations and restrictions stated in the Rules and Regulations of the Association.

Section 11. No Co-owner shall perform or allow any landscaping, plant any trees or shrubs, or place any ornamental materials on the Common Elements without prior written approval by the Board of Directors of the Association. Approval is subject to the requirements of the Rules and Regulations of the Association. Co-owners are responsible for the care of the areas planted and for the removal of debris after flowering is completed. If a Co-owner does not fulfill these responsibilities, the Association may do so and charge the costs and expenses to the Co-owner. These costs and expenses may be collected as assessments as

provided in Article VII of these Bylaws. In addition, other penalties may be applicable as set forth in the Rules and Regulations of the Association.

Section 12. No Co-owner shall use or permit the use of any firearms, air rifles, pellet guns, B-B guns, paint ball guns, archery equipment, illegal fireworks or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises or in a unit. Violations shall subject the Co-owner to immediate confiscation of the device and fines as set forth in the Rules and Regulations of the Association, as well as any other remedies available through the Condominium Documents or Michigan law.

Section 13. No advertising devices shall be displayed upon the Common Elements, including "For Sale" signs. A unit "For Sale" or "For Rent" sign may be placed by a Co-owner in the window of the Co-owner's unit. An open house sign may be placed in the Co-owner's door during the hours of the open house. "Open House" directional signs provided by the Association are permitted on Northfield Hills Condominium common elements.

Section 14. Reasonable Rules and Regulations consistent with the Act, this Third Amendment to the Superseding Consolidated Master Deed and these Bylaws, concerning the administration of the Community and the use of, or pertaining to, the Common Elements, may be made and amended from time to time by the Board of Directors. Copies of all such Rules and Regulations shall be furnished to all Co-owners and shall become effective 10 days after mailing or delivery to the designated voting representative of each unit.

Section 15. The Association or its authorized agents shall have access to each unit and any Limited Common Elements, from time to time, during reasonable working hours after notice to the Co-owner, as may be necessary for the maintenance, reconstruction, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another unit and/or to protect the safety and/or welfare of the residents of the Condominium.

It is the responsibility of each Co-owner to select someone who can provide Association access to his unit in the Co-owner's absence and to provide the Association means to contact that individual if the Co-

owner's unit must be entered for necessary maintenance or repair. The Association shall make every reasonable effort to obtain access through the Co-owner or the Co-owner's designee. In the event that it is necessary for the Association to gain access to a unit to make repairs on an emergency basis to prevent damage to the Common Elements or another unit, or to protect the safety and welfare of the residents of the Condominium, the reasonable costs, expenses, damages and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected as provided in Article VII.

Each Co-owner whose unit houses a sump pump must leave a key to their unit with the Management Company for Association use in case of emergency. It will be used only after attempts to contact the Co-owner have failed. The Management Company shall inspect the sump pump annually to ensure that it is operational. A tag/sheet shall be recorded with the date of last inspection and any action taken and shall be attached to the sump pump. A Co-owner shall never turn off, shut down or cause the sump pump to stop working. Any damage to a Co-owner's unit or the property of others resulting from such Co-owner interference will be borne solely by the responsible Co-owner. Any Co-owner who does so will be responsible for the cost of repairs, including damage to the property of another Co-owner. If the Association incurs costs related to the action, such costs shall be collected as provided in Article VII.

Section 16. No Co-owner may dispose of a unit in the Condominium or any beneficial interest in a unit by sale or other transfer of interest without complying with the following terms or conditions:

- (a) A Co-owner intending to make a sale or other transfer of interest of a unit in the Condominium or any beneficial interest in the unit shall give written notice of the intention delivered to the Board Chair or the management agent and shall furnish the name and address of the intended purchaser and such other information as the Association may reasonably require. Prior to the sale of a unit, the selling Co-owner shall provide a copy of the Condominium Documents to the proposed purchaser. If the Co-owner does not notify the Association of the proposed sale or if the Co-owner does not provide the prospective purchaser with a copy of the Condominium Documents, the purchaser shall be liable for an administrative charge as stated in the Rules and Regulations. If the administrative charge is not paid, it shall be assessed and collected as provided in Article VII. This provision

shall not be construed so as to relieve the purchaser of the obligation to comply with the provisions of the Condominium Documents.

- (b) A holder of any mortgage who comes into possession of a unit through the remedies provided in the mortgage, or foreclosure of the mortgage or deed in lieu of foreclosure, shall be subject to the provisions of this Section 16.

Section 17. Any and all costs, damages, and expenses, including actual attorney fees incurred by the Association in enforcing any of the restrictions in Article XIII or Rules and Regulations promulgated by the Board of Directors under Article XIII, Section 14 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their family members, guests, tenants, contractors, licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article VII for collection of delinquent assessments.

Section 18. All service or companion animals shall be of a domestic nature and must comply or conform to all State and local health and safety laws.

- (a) Applications by any person for maintaining a service or companion animal in the Community shall be as set forth by the Board of Directors in the Rules and Regulations.
- (b) The Board of Directors may require verification from a doctor or other medical professional, who, through professional capacity, has knowledge about the person's disability, their requirements and familiarity with the therapeutic benefits of such service animals, and the need for reasonable accommodations. No medical records or details of such person's disability need be furnished.
- (c) The Board of Directors may adopt reasonable Rules and Regulations regarding service or companion animals. All service or companion animals entering upon the Condominium premises shall comply with the Rules and Regulations. The Co-owner maintaining or allowing residence, or being visited by such an animal shall be responsible for the actions and any violations by such animal or its handler.
- (d) All damages or expenses to the Association by reason of the service or companion animal are chargeable to the person

having such service or companion animal and are collectable as assessments against the unit where such animal is harbored, kept, maintained or visiting. The Board of Directors may require removal of a service or companion animal, which has caused undue financial or administrative hardship to the Association or pose a direct threat to residents of the Community.

- (e) Residents with service or companion animals shall maintain such animals in compliance with Article XIII, Sections 5(a) – (d).

Section 19. Co-owners are at all times responsible for the condition of the unit, and any additions or modifications, and must make arrangements for periodic physical status verification by a responsible individual of the Co-owner's choice in the unit owner's absence. The name and contact information for the individual chosen must be provided to the Association prior to any absence.

Except as otherwise provided elsewhere herein, each Co-owner is responsible for maintaining and assuring that all appliances and fixtures, and any venting systems are serviceable, in good working condition, cleaned and lint free (where applicable). This includes by way of illustration without intent of limitation: washers, dryers, dishwashers, trash compactors, hot water heaters, furnaces, garbage disposals, and all plumbing, electrical, and gas operated devices.

The Co-owner is responsible for any losses, damages, or expenses to the Association by reason of the Co-owner's (including family or household members, lessees, tenants, guests, licensees or occupants) acts of omission or commission or the failure to comply with this provision. The Board of Directors can require satisfactory evidence of compliance or other requirements in accord with this provision in the Rules and Regulations.

Co-owners and other persons in possession of a unit shall not permit, allow or cause any act or omission, which shall create or increase a risk, liability or expense to the Association or other Co-owners.

Section 20. The maintenance of satellite dishes in the Complex is governed by the following:

- (a) Installation of satellite dishes larger than one meter or antennae designed for transmission only is prohibited. Exterior antennae designed to receive TVBS signals must be located in the unit Limited Common Elements area.

- (b) Co-owners are responsible for satellite dish, insurance, maintenance, repair and replacement, and the correction of any safety hazard. If dishes become detached, Co-owners must remove the dish or repair the detachment within 48 hours of the detachment. If the detachment threatens safety, the Association may remove dishes at the expense of the Co-owner immediately, and without liability to the Co-owner. Co-owners are responsible for satellite dish repainting or replacement if the exterior surface of the satellite dish deteriorates.
- (c) Satellite dishes must be mounted on the unit Limited Common Element area only. The satellite dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, exterior water spigots for common use, access to or exit from a unit, sidewalk, or other Common Elements. The Co-owner must call Miss Dig prior to installation.
- (d) Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. Co-owners, prior to installation, shall provide the Association with a copy of any applicable municipal permit. Any wiring must follow the gutter, downspout and roof lines. Nothing is permitted to be attached to the roof or exterior perimeter walls.
- (e) The Co-owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation, use and removal of the satellite dish, including:
 - (i) Payment of medical expenses of persons injured by satellite dish installation, maintenance, or use;
 - (ii) Reimbursement to other residents for damage caused by satellite dish installation, maintenance or use;
 - (iii) Repair of damage to any property or the Common Elements caused by satellite dish installation, maintenance or use.
- (f) The Co-owner must remove the satellite dish when the unit is sold and return the Common Elements to as near as practicable the original condition unless:

- (i) The unit purchaser also purchases the satellite dish, receives a bill of sale for the purchase, and agrees to assume all responsibility for the satellite dish, mounting and screening, and assume the other terms and conditions of original installation, or
 - (ii) The purchasing Co-owner owns a satellite dish, uses the existing mounting and screening, and agrees to assume all responsibility for the terms and conditions of original installation.
- (g) Any changes or upgrades to an existing satellite dish must be submitted to the Board of Directors with an additional notice of installation.
 - (h) Any installer other than the Co-owner must provide the Association with an insurance certificate listing the Association as an additional insured prior to installation. Insurance shall cover the contractor's General Liability, including completed operations; and Workers Compensation. Contractors are not permitted to bring any vehicles on the lawn areas.
 - (i) A Co-owner desiring to install a satellite dish must complete a Notice form and submit it to the Board of Directors in care of the property management company at least 30 days prior to installation.

The co-owner must attach a drawing of what will be installed when submitting the Notice for Installation to the Board of Directors. If installation is to be done by a contractor, information as required in Subparagraph (d) must also be submitted.

Section 21. The display of all flags other than the American Flag requires the prior written approval of the Board of Directors. The display of the American Flag is controlled by MCL 559.156(a) and Federal Law.

Section 22. The Common Elements shall not be used for disposal of cigarette butts, bottles, papers and wrappers or similar items, collectively defined as "litter." The costs of clean up and fines shall be assessed to the responsible Co-owner and collected in the same manner as assessments per Article VII.

Section 23. As used in this Section, the following terms have the meaning defined below.

- (a) A unit is considered to be abandoned if it has not been legally occupied or maintained by a natural person, continuously for 30 days or more or meets any one or more of the following criteria:
- (1) provides a location for loitering, vagrancy, unauthorized entry or other criminal activity;
 - (2) has been boarded or partially boarded restricting ingress and egress through windows and/or doors for at least 30 days;
 - (3) has real estate taxes in arrears for a period of time exceeding 365 days;
 - (4) has either water, sewer, electric or gas or any combination of the foregoing disconnected or not in use.
 - (5) has not been maintained in compliance with the International Property Maintenance Code and ordinances of the City of Troy that relate to units and their occupancy or use.
- (b) Any lender under a note secured by a mortgage or any person, firm, or corporation holding a mortgage on a property who has filed a complaint for foreclosure by judicial action or is publishing a notice of foreclosure by advertisement, shall, within five days of either filing the complaint or publishing the notice, inspect the property which is the subject matter of the foreclosure proceedings. If the property is vacant or shows evidence of either being abandoned or vacant, the property shall be registered in compliance with subsection (c) below, within 10 days of inspection. After registration, the property shall be inspected at least once monthly until any rights of the lender or party holding a mortgage no longer exist in the subject property.
- (c) For each abandoned and/or vacant unit as defined in this Section the Co-owner of such property and any person, firm, or corporation holding a mortgage on such property as disclosed as a matter of record shall register with the Association, providing the following information to the Association:
- (1) the legal name of each Co-owner, and mortgage holder. If the ownership or the entity holding a mortgage is a corporation, limited liability company, partnership or other

non-natural legal entity, the resident agent, managing partner, general partners and/or shareholders names and contact information;

- (2) physical mailing addresses of persons referred to in Subsection (c) (1) above;
 - (3) the telephone number and address of an agent or representative authorized by the Co-owner, and/or party holding a mortgage to handle affairs for the property and to act as the person for notification by the Association. Such agent or representative must be capable of traveling to the property within a one hour driving radius of the Condominium Community.
- (d) In order to defray the Association's costs of monitoring abandoned and/or vacant units, the Association shall charge a monthly fee in an amount as established from time to time by resolution of the Board of Directors. No fee shall be imposed until 60 days following transmittal of a notice to register pursuant to this Section by first class mail to the last known Co-owner of record based on Association records.
- (e) Upon notice to the Board of Directors being sent by first class mail to any person or entity appearing as a Co-owner of record based on assessing records, such unit shall be secured within 72 hours. The Association may but is not required to secure the property, including the removal of debris, securing building openings by means of boarding the property in whole or in part, or taking other measures to secure the property. All such costs shall be assessable against any mortgage holder and any Co-owner(s) of the property.
- (f) If any Co-owner or mortgage holder fails to secure the property, the Association may enter upon the property in order to secure the property. All administration expenses associated with the Association's right of entry shall be recoverable and assessed against any mortgage holder and any Co-owner(s) of the property jointly and severally.
- (g) Each Co-owner and/or mortgage holder of any abandoned or vacant unit shall be jointly and severally responsible for maintaining the unit and property in conformity with applicable Condominium Bylaws.

The property shall be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials and any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned. [The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint matching the color of the exterior of the unit, after receipt of prior written approval from the Board of Directors.] Each of these requirements shall be cumulative and in addition to any and all other requirements otherwise required by the Condominium Bylaws of the Association or other laws.

- (h) Co-owners of property and holders of mortgages shall be jointly and severally liable for avoiding and/or correcting any interruption in utilities which will have the result of causing or contributing damage to the premises, including maintaining continuity of electrical power so that sump pumps will operate, maintaining heat so as to avoid broken pipes and furnishing other utilities as necessary to secure and maintain the premises.
- (i) Any and all fees or costs incurred relating to this Section including but not limited to registration fees and costs incurred associated with enforcement activity shall be fully reimbursable to the Association by the Co-owners of the property and mortgage holders jointly and severally and shall be considered a lien upon the subject property subject to enforcement in the same manner as assessments per Article VII. Such method of enforcement shall be a cumulative remedy. Further examples of activities for which fees and costs shall be payable to the Association, include costs for preparation of correspondence relating to this Bylaw, costs for inspection, costs for vehicle removal, costs for entry of the subject property, costs for preparation or proceeding with enforcement pursuant to this or other Bylaw provisions.

Section 24. "Solar energy" means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

- (a) "Solar collector" means:

- (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or
 - (2) a mechanism that absorbs energy and converts it into electricity; or
 - (3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or
 - (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.
- (b) "Solar storage mechanism" means:
- (1) equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.
- (c) "Solar energy systems" means:
- (1) a complete assembly, structure, or design of a solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating and cooling gases, solids, liquids, or other material; and
 - (2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

Any Co-owner wishing to install any form of solar energy system shall submit an application for modification and approval, which shall conform to the Association's energy policy statement in its Rules and Regulations. Such application shall be processed by the Board of Directors within 90 days after a complete submission.

The Board of Directors shall have the ability and power to establish an energy policy statement regarding the application, approval, installation, usage, and operation of all such systems. Such policy shall include, by way of illustration, the location, design, architectural, aesthetics, responsibilities, or other requirements pertaining to such solar energy systems.

Section 25. All electrical equipment or other energy producing devices and utility services and charging devices for motor vehicles shall be installed, safely operated, and maintained at the sole cost and expense of the Co-owner and in accord with any applicable laws, ordinances, administrative rules, and standards of the industry or manufacturer. All such utility services usage shall be the expense of the Co-owners and not an expense of administration. A Co-owner must file a modification request and receive approval prior to the installation of any such equipment and devices. All such devices shall be operated at the acceptable decibel limits established by the manufacturer and shall not be unreasonably noisy or a nuisance, overburden the existing utility services, nor be deleterious to the aesthetic appearance of the Community. The Board of Directors shall have the discretionary authority to regulate the dimensions, placement, size and appearance of any such energy and charging devices, electrical equipment, and utility services, through duly adopted Rules and Regulations of the Association.

Section 26. Repair and replacement of an existing basement egress window or installation of a new basement egress window or window well is subject to prior submittal of a Request for Modification and approval of the Request by the Association.

- (a) The Modification Request for repair or replacement shall include the manufacturer's depiction of the installation. The outer structure of the well must not protrude more than six inches above the existing grade. A flat plexiglass cover is required and any grate covering must be composed of metal of a bearing weight of a minimum of 500 pounds.
- (b) The Modification Request for new installation must include:
 - (i) Cross section views of the proposed installation detailing Egress Window Well Manufacturer, the materials to be used, proposed drainage design and materials, method of attachment to the Unit, method of waterproofing the

attachment, any structural reinforcements of the existing basement wall, the well depth and well height relative to the existing lot grade and existing basement window opening.

- (ii) Manufacturer's depiction of the egress window appearance when installed.
- (iii) Site-drawing detailing any changes to the components or the location of the existing sprinkling system components (water lines, electrical lines, sprinkler head changes and locations). All new or changed sprinkler components must be identical in brand name and quality to the existing sprinkling systems components. All sprinkling system metal component/clamps must be made of stainless steel.
- (iv) Detailed drawing of any other changes to existing General or Limited Common Elements of the Condominium, necessitated by the installation.

ARTICLE XIV

MORTGAGES

Section 1. Any Co-owner who mortgages a unit may, upon written request from the Association, notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgages of Units." The Association may report any unpaid Assessments due from the Co-owner of any unit to the holder of any first mortgage covering any unit. The Association may, upon written request, also give the mortgagee written notification of any other default in the performance of the obligations of the Co-owner that is not cured within sixty days.

Section 2. The Association may, upon receipt of written request, notify each first mortgagee of record appearing in the book of the name of the company insuring the Condominium through the Association's master policy.

Section 3. Upon prior written request submitted to the Association, any institutional holder of a first mortgage of record on any unit in the Condominium shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend the meeting.

ARTICLE XV

REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner, the Co-owner's family members, guests, licensees, invitees, contractors, subcontractors or non-Co-owner occupants, or vendees shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the Rules and Regulations, shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, foreclosure of lien, or other amounts due as provided by the Condominium Documents or any combination. Relief may be sought by the Association or, if appropriate, by any aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such prelitigation, litigation, and post litigation or appellate attorney's fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees. In the event of any proceeding where a Court finds that: (1) a party's claim or defense had an improper purpose or primary purpose to harass, embarrass or injure the other party; or was interposed to cause unnecessary delay or needless increase in the cost of litigation or expenses for the Association; (2) a party's claim or defense had no reasonable basis upon which to believe the underlying facts were true; or (3) a party's claim or defense is devoid of arguable legal merit, then the Court shall award attorney's fees, and costs, and reimbursement of expenses incurred in the prosecution or defense of any claim. If the Association prevails in any legal action, in defending any claim, counter-claim or third party claim, or any other matter or proceeding asserted by a unit owner or resident, the Association shall be entitled to recover all of its costs, actual attorney's fees and expenses, including prelitigation enforcement, and litigation costs and expenses.
- (c) The violation of any of the provisions of the Condominium Documents, including the Rules and Regulations, shall also give the Association or its duly authorized agents the right, in addition

to the above rights, to enter upon the Common Elements or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power. All such chargeable costs and expenses shall be collected as provided in Article VII of these Bylaws.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners by the Condominium Documents or the laws of Michigan shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the right from exercising such other and additional rights, remedies or privileges as may be available at law or in equity.

ARTICLE XVI

ASSESSMENT OF FINES

Section 1. The violation by any Co-owner, unit occupant or guest of any of the provisions of the Condominium Documents is grounds for assessment of monetary fines against the involved Co-owner. The Co-owner is responsible for the violation, whether the violation occurs as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through the Co-owner to the Condominium Premises.

Section 2. When a violation is alleged, the following procedures will be followed:

- (a) Notice of the violation must be sent by first class mail, postage prepaid, or personally delivered to the designated voting representative. The notice must include the Condominium Document provision violated and a specific description of the factual nature of the alleged offense to place the Co-owner on notice of the violation.

- (b) The offending Co-owner has an opportunity to appear before the Board of Directors and offer evidence in defense of the alleged violation. The appearance before the Board may be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice.
- (c) Failure to respond to the notice of violation constitutes a default.
- (d) After the Co-owner appears before the Board and presents evidence of defense, or if the Co-owner fails to respond, the Board will, by majority vote of a quorum of the Board, decide if a violation has occurred. The Board's decision is final.

Section 3. Following a violation of any of the provisions of the Condominium Documents and after either default of the offending Co-owner or the decision of the Board as recited above. There will be no fine attached to the first violation notice. On the second, third and fourth violation the Board of Directors will determine the fine structure. Further increased fine amounts may be determined by the Board of Directors at its discretion as the severity of a violation might warrant. Complete fine structure will be printed in the Rules and Regulations.

The violation must be corrected within fourteen days from the first notice of violation unless approval is given by the Board of Directors for a longer period of time.

The Co-owner must receive notice of each violation and be afforded an opportunity to appear before the Board of Directors prior to fine levy.

Section 4. The fines levied are assessed to the Co-owner and due and payable with the next regular Condominium assessment on the first of the next following month or ten days, whichever is longer. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitation, those described in Article VII and Article XV of the Bylaws. The amount of the fines stated above may be changed by the Board of Directors in its discretion upon 15 days' written notice to the designated voting representatives.

ARTICLE XVII

MEETINGS OF BOARD OF DIRECTORS

- Section 1. The first meeting of a newly elected Board of Directors shall be held within ten days of election at a place determined by the Directors at the Annual Meeting. Notice must be given to any Director who is not present at the Annual Meeting.
- Section 2. Regular meetings of the Board of Directors may be held at such times and places as determined by a majority of the Directors, but at least four monthly meetings per year shall be held. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone, telegraph, electronic mail transmission, facsimile transmission or any other communication form which provides actual notice to the Director, at least three days prior to the date of the meeting. Notice of regular meetings must be posted prior to the meeting.
- Section 3. Special meetings of the Board of Directors may be called by the Chair on 3 days' notice to each Director given personally, by mail, telephone, telegraph, electronic mail transmission, facsimile transmission or any other communication form which provides actual notice to the Director. The notice must state the time, place and purpose of the meeting. Special meetings will be called at the written request of two Directors. If an emergency situation arises, as determined by the Board of Directors, the polling of Board Members by telephone or in person is sufficient to constitute approved action by the Board of Directors. All such actions must be ratified and confirmed by the Board of Directors at its first meeting following the polling.
- Section 4. Before or at any meeting of the Board of Directors, any Director may give written waiver of notice of the meeting, and the waiver is equivalent to the giving of notice. A Director's attendance at any meeting of the Board shall be deemed a waiver of notice by the Director. If all the Directors are present at any meeting of the Board, no notice is required and any business may be transacted at the meeting. A member of the Board may participate in a meeting by means of conference call, Skype or other means of remote communication as long as all attendees can communicate with each other. Participation by this means constitutes attendance in person.
- Section 5. At all meetings of the Board of Directors, a majority of the Directors constitutes a quorum for the transaction of business. The acts of the

majority of the Directors present at a meeting at which a quorum is present are the acts of the Board of Directors. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of the meeting constitutes the presence of the Director for quorum purposes.

- Section 6. If because of death, resignation, or other cause, the Association has no directors in office, an officer, a Co-owner, a personal representative, administrator, trustee, or guardian of a Co-owner, or other fiduciary entrusted with the same responsibility for the person or estate of a Co-owner or member, may call a Special Meeting of the Co-owners in accordance with the provisions of the Condominium Bylaws.
- Section 7. Actions of the Board of Directors approved by a majority of the Board, through telephone, electronic mail transmissions, or other ex parte communications, will be placed on the agenda of the next regular Board meeting for purposes of ratification of the action taken and inclusion in the minutes of the Board meeting.
- Section 8. All Officers and employees of the Association handling or responsible for Association funds must have adequate fidelity bonds. The premiums on the bonds are expenses of administration.
- Section 9. All meetings of the Board of Directors will be conducted in accord with rules of order established by the Board, at or before the meeting, in compliance with the provisions of Article XXIV.

ARTICLE XVIII

OFFICERS

- Section 1. The principal officers of the Association shall be a Chair, a Vice Chair, a Secretary and a Treasurer, each of whom shall be a member of the Board of Directors. The Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any such appointee does not have to be a member of the Board of Directors. Any two offices except that of Chair and Vice Chair may be held by one person.
- (a) The Chair shall be the chief executive officer of the Association. The Chair's duties include:
- (i) presiding at all meetings of the Association and of the Board of Directors and

- (ii) all of the general powers and duties which are usually vested in the office of the Chair of an association.
- (b) The Vice Chair shall take the place of the Chair whenever the Chair is absent or unable to act. If neither the Chair nor the Vice Chair is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice Chair shall also perform such other duties as shall from time to time be assigned by the Board of Directors.
- (c) The Secretary shall:
 - (i) keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association;
 - (ii) have charge of, keep current, record and properly distribute the Standing Rules and Procedures, guidelines and other documents by which the affairs of the Association are governed;
 - (iii) have charge of such books and papers as directed by the Board of Directors;
 - (iv) maintain, or cause to be maintained in the Clubhouse, a permanent notebook containing a true copy of the minutes from all meetings of the Board of Directors and the minutes of all meetings of the members of the Association;
 - (v) maintain or cause to be maintained at the Clubhouse a list of all existing committees, standing and special, and the names of each committee Chair and members; furnish standing and special committee members with whatever documentation they request for the performance of their duties; keep on file in the clubhouse all standing and special committee minutes and reports for Association members' review; and
 - (vi) maintain or cause to be maintained the official roll of Association members and the official roll of designated voting representatives.
- (d) The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible;

- (i) for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association;
- (ii) for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors;
- (iii) to disburse, or cause to be disbursed, the funds of the Association as ordered by the Board of Directors, and to obtain, or cause to be obtained, proper vouchers for such disbursements;
- (iv) to render to the Board of Directors at its regular meetings, or when the Board of Directors requires, an account of all transactions and the financial condition of the Association;
- (v) to prepare, or cause to be prepared, proposed annual budgets for the operation of the Association. The Board of Directors may, in its sole discretion, delegate any or all of the Treasurer's duties to the Managing Agent of the Association.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor elected at any regular or special meeting of the Board of Directors. No removal action may be taken, however, unless the matter has been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting. Removal from office shall not constitute removal from Board of Directors.

Section 4. The Officers shall have such other duties, powers and responsibilities as shall from time to time be authorized by the Board of Directors.

ARTICLE XIX

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then Northfield Hills Condominium Association and the words corporate seal and Michigan will be inscribed on the seal.

ARTICLE XX

COMMITTEES

Section 1: There shall be the following standing committees: Finance Committee, Bylaws and Elections Committee, Activities Committee, Grounds Committee and Clubhouse Committee. A majority of the Board of Directors may from time to time appoint such other special committees as shall be deemed necessary to carry on the work of the Association. The Board of Directors may increase or decrease the numbers of the members on any standing or special committee as circumstances dictate.

Section 2. The duties of the Standing Committees of the Association (as previously defined by the Board) are:

(a) Activities Committee

It is the duty of this Committee to organize and conduct social activities and to coordinate the committee-sponsored events with the activities of each of the various recreation and social sub-committees.

(b) Bylaws and Elections Committee

It is the duty of this Committee to review the Bylaws from time to time and recommend amendments, to receive and review suggested amendments, to consult with the Board of Directors in matters concerning interpretations of Bylaws subject to review by the Association's legal counsel, and to consult with the Board in matters of parliamentary procedure and other matters referred to it. The Committee shall carry out election-related duties as may be defined from time to time by the Board of Directors.

(c) Clubhouse Committee

It is the duty of this Committee to assist the Board of Directors in all matters pertaining to the operation and administration of the clubhouse and facilities, including overseeing the maintenance and physical

upkeep of the clubhouse, the swimming pool, the tennis courts and the surrounding Common Elements.

(d) Finance Committee

It is the duty of this Committee to assist the Board of Directors in the review of the proposed budget for the next fiscal year and with other financial matters that the Board requests.

(e) Grounds Committee

It is the duty of this committee to provide recommendations regarding the landscaping aspects of the grounds, to establish guidelines and standards for patios and adjacent common areas, and to inspect and report infractions of these standards.

Section 3. The Association's committee members are comprised only of resident Co-owners in good standing. The Chair of any committee shall be appointed by a majority of the Board of Directors within 60 days after each Annual Meeting. Committee members may not serve as Chair of the same committee for more than six consecutive years.

Section 4. Any funds raised as a result of the activities of any committee are proceeds of administration and shall be reported to and reviewed by the Treasurer of the Association quarterly. Any expenditure other than an advance to underwrite a social function shall have prior approval by the Treasurer and/or the Board of Directors of the Association. All committee expenditures are expenses of administration.

ARTICLE XXI

FINANCE

Section 1. The fiscal year of the Association is an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year is subject to change by the Directors for accounting reasons or other good cause.

Section 2. Funds of the Association shall be initially deposited in such bank or financial institutions as may be designated by the Directors and 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. Funds may be invested from time to time in accounts or investments as designated by the Board of Directors.

ARTICLE XXII

AMENDMENTS

Section 1. The Condominium Documents may be amended with the prior consent of two thirds of the qualified Co-owners in number. Each first mortgagee of record of a Unit in the Condominium shall have one vote for each unit on which a mortgage is held, where mortgagee votes are required. Mortgagee votes required by this Section shall be limited to the categories and procedures designated in MCL 559.190(a).

(a) Persons, other than the Association's Board of Directors, causing or requesting an amendment to the Condominium Documents are responsible for the costs and expenses of the amendment. The costs for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees are borne by the Association. Costs of amendments proposed by the Board of Directors are expenses of administration.

(b) The Association, acting through its Board of Directors, reserves the right to amend the Condominium Documents without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees.

(c) Co-owners shall be notified of proposed amendments, under subparagraph (b) above, not less than 20 days before the amendment is recorded.

Section 2. A Co-owner's unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

Section 3. The percentage of value of the units shall not be modified without the consent of each Co-owner and mortgagee.

Section 4. Any amendment of these Bylaws is effective on the date of recording in the office of the Oakland County Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be mailed to every designated voting representative in the Condominium Association after recording. 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.

ARTICLE XXI

COMPLIANCE

The Association and all present or future Co-owners, tenants, land contract purchasers, or Co-owners' licensees, contractors, invitees, guests or family members, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner, are subject to and shall comply with the Act, as amended; and with the Condominium Documents; and the mere acquisition, occupancy or rental of any unit or an interest in a unit or the use of or entry upon the Condominium Premises signifies that the Condominium Documents are accepted and ratified. If the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XXIV

PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order, newly revised in the most recent edition, or some other generally recognized manual of parliamentary procedure, shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

ARTICLE XXV

SEVERABILITY

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, the holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

DATED: 2/26, 2019

WITNESSES:

[Signature]
[Signature]

NORTHFIELD HILLS CONDOMINIUM
ASSOCIATION
[Signature]
JOSHUA D WEST
ITS: CHAIRPERSON
PRESIDENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

PERSON & PRESIDENT

On this 26th day of February, 2019, the foregoing instrument was acknowledged before me by JOSHUA D WEST, Chair of Northfield Hills Condominium Association, who attested that this document received the approval of two-thirds of the Co-owners of Northfield Hills Condominium Association.

RACHELE C. O'BRIEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 21, 2022
Acting in the County of

[Signature]
Notary Public
County, Michigan
My Commission Expires: _____
Acting in the County of _____

Drafted by and return to:

Judi M. Schlottman (P35479)
Butler Rowse-Oberle PLLC
24525 Harper Avenue
St. Clair Shores, MI 48080
(586) 777-0770