



Lansing, Michigan

This is to Certify That Articles of Incorporation of

NORTHBRIDGE ESTATES HOMEOWNERS ASSOCIATION

were duly filed in this office on the 27TH day of MARCH, 19 84,
in conformity with Act 162, Public Acts of 1982.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 27TH day
of MARCH, 19 84

R. J. [Signature] Director

FILED

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RECEIVED

MAR 21 1984

MAR 27 1984

**NON-PROFIT
ARTICLES OF INCORPORATION**

MICHIGAN DEPT. OF COMMERCE

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

**ARTICLE I
NAME**

The name of the corporation is Northridge Estates Homeowners Association.

**ARTICLE II
PURPOSES**

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Northridge Estates, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) 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 said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III
ADDRESSES**

Location of the first registered office is 2211 East Jefferson, Suite 680, in the City of Detroit, Wayne County, Michigan.

Post office address of the first registered office is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207.

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is Ronald K. Dalby.

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is -

Real Property:	None
Personal Property:	None

Said corporation is to be financed under the following general plan: Assessment of members

INCORPORATOR

The name of the incorporator is William T. Myers and his place of business is 505 North Woodward Ave., Suite 3000, Bloomfield Hills, Michigan 48013.

EXISTENCE

The term of corporate existence is perpetual.

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the nonco-owner incorporator, who shall cease to be a member upon the qualification of membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

Signed this 10th day of February, 1984.

William T. Myers
William T. Myers, Incorporator

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TO BEIL OF THIS INSTRUMENT EXCEPT ~~WHEN NOT~~ ~~SAU~~

No. 6531

*Ryan J. Young*APR 26 1984 WAYNE COUNTY TREASURER
Clerk *[Signature]*MASTER DEED
NORTHRIDGE ESTATES

LI 21989 PA 236

This Master Deed is made and executed on this 30th day of March, 1984, by Norcon, a Michigan limited partnership, hereinafter referred to as "Developer", whose post office address is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Northridge Estates as a Condominium Project under the Act and does declare that Northridge Estates (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Northridge Estates, Wayne County Condominium Subdivision Plan No. 188. The architectural plans for the Project were approved by the Township of Northville. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

RECORDED APR 26 1984 *[Signature]*

ARTICLE II

LEGAL DESCRIPTION

FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

* The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, described as commencing at the Southeast corner of Section 2; thence along the east section line North 2°34'35" West, 1213.00 feet to the Point of Beginning; thence South 85°00'55" West, 187.32 feet; thence North 4°59'5" West, 196.00 feet; thence North 85°00'55" East, 195.56 feet; thence South 2°34'35" East, 196.17 feet to the Point of Beginning.

Subject to all easements and restrictions of record and all governmental limitations.

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ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Northridge Estates Homeowners Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Northridge Estates as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Northridge Estates Homeowners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Northridge Estates as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Northridge Estates as a Condominium Project established in conformity with the provisions of the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Northridge Estates as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within 1/2 mile of the Condominium Premises.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Norcon, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after (i) the expiration of 54 months from the date of the first Unit conveyance or (ii) 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Northridge Estates, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

- (a) **Land.** The land described in Article II hereof, including driveways, roads, sidewalks and parking spaces not identified as Limited Common Elements.
- (b) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit.
- (c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.
- (d) **Gas.** The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.
- (e) **Water.** The water distribution system throughout the Project up to and including the water meter for each Unit, including the underground sprinkler system.
- (f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (g) **Storm Sewer.** The storm sewer system throughout the Project.
- (h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (i) **Construction.** Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(j) **Other.** Such other elements of the Project not herein designated 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 and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public 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 the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Patios.** Each individual patio in the Project is restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.

(b) **Balconies.** Each individual balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(c) **Air Conditioners and Compressors.** Each air conditioner compressor and its pad, is restricted in use to the Co-owner of the Unit serviced by such air conditioner compressor.

(d) **Carports.** Each carport is appurtenant to a Unit as a Limited Common Element as designated on Exhibit B attached hereto with numbers which correspond to the Unit to which such carport is appurtenant.

(e) **Utility Meter.** Meters for natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

(f) **Windows and Screens.** Windows and screens shall be limited in use to the Co-owners of the Units to which they are attached.

(g) **Interior Surfaces.** The interior surfaces of Units (including doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Patios.** The costs of maintenance, repair and replacement of each patio described in Article IV, Section 2(a) above and its contents and surrounding fence shall be borne by the Co-owner of the Unit which opens into such patio; provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner. Any patio consisting primarily of lawn area shall be mowed, if unobstructed, by the Association.

(b) **Balconies.** The costs of maintenance, repair and replacement of each balcony described in Article IV, Section 2(b) above shall be borne by each Co-owner to whose Unit the same is appurtenant, provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner.

(c) **Air Conditioners and Compressors.** The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and ground surface immediately below the same, as described in Article IV, Section 2(c) above, shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(d) **Utility Meters.** All utility services measured through Unit meters shall be borne by each Co-owner of a Unit to which the same are appurtenant.

(e) **Windows and Screens.** The maintenance, repair, replacement and interior and exterior maintenance of all window glass and screens referred to in Article IV, Section 2(f) above and the costs thereof shall be borne by the Co-owners of the Unit to which any such windows and screens are appurtenant.

(f) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(g) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to the provisions of Article VI, Section 13 of the Bylaws.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Northridge Estates as prepared by Professional Engineering Associates, Inc. and attached hereto as Exhibit B. The architectural plans and specifications are on file with the Township of Northville. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit B have been or will be physically measured by Professional Engineering Associates, 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 shown in Exhibit B, then the typical upper-floor plans for 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.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the comparative floor area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1	12.5
2	12.5
3	12.5
4	12.5
5	12.5
6	12.5
7	12.5
8	12.5

ARTICLE VI EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Northridge Estates and consisting of 8 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 104 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East Northville Township, Wayne County, Michigan, described as commencing at the Southeast corner of Section 2; thence along the section line South 87°57'25" West, 885.95 feet; thence N 4°59'04" West, 60.08 feet to the Point of Beginning; Thence North 4°59'04" West, 1787.26 feet; thence North 87°57'25" East, 963.57 feet to the West line of "Grand View Acres Subdivision" (recorded in Liber 51, Page 13, Wayne County Records); thence along said subdivision line South 2°34'35" East, 639.00 feet; thence South 85°00'55" West, 513.08 feet; thence North 4°59'05" West, 35.59 feet; thence South 85°00'55" West, 185.00 feet; thence North 4°59'05" West, 52.28 feet; thence South 85°00'55" West, 196.31 feet; thence South 3°05'56" East, 1188.00 feet; thence South 87°57'25" West, 1.98 feet along the North right-of-way line of Seven Mile Road to the Point of Beginning, except therefrom that portion of land described in Article II above.

(hereinafter referred to as "area of future development").

Section 2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the Township of Northville.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. One hundred percent of all additional land and Unit area will be devoted to residential use.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose

reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Certain parking spaces have been designated on Exhibit B hereto as Convertible Areas within which carports may be constructed and certain General Common Element landscaped area adjoining parking spaces and carports have been designated on Exhibit B as Convertible Area within which either parking spaces or carports may be constructed.

Section 2. Developer's Right to Construct Carports and Parking Spaces. Developer reserves the right, in its sole discretion, during a period ending December 31, 1989 to construct carports and parking spaces on all or any portion or portions of the Convertible Areas. The precise number and location of carports and parking spaces which may be constructed shall be determined by Developer in its sole judgment but nothing herein contained shall obligate Developer to construct any carports or parking spaces whatever, other than the carports and parking spaces designated in the Condominium Subdivision Plan recorded as part of the original Master Deed. In addition, the right to construct carports created by this Article VII shall be restricted only to the extent that so doing does not reduce the number of General Common Element parking spaces to a number less than the number of Units in the Condominium Project at any given point in time. Each carport may thereafter be assigned by the Developer as appurtenant to an individual Unit. Any consideration paid by a Co-owner for the construction and assignment of a carport shall inure solely to the benefit of Developer.

Section 3. Compatibility of Improvements. All improvements constructed, reconstructed, modified or relocated within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas. No additional Units will be created within the Convertible Areas.

Section 4. Amendment of Master Deed. Developer reserves the right to designate each carport as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer (or its successors). Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. Consent of Interested Parties. All of the Co-owners and mortgagees of the Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits thereto.

ARTICLE VIII RECREATIONAL FACILITIES

Section 1. Election to Construct. Developer may, in its sole discretion, construct recreational facilities within the area of the presently defined Condominium or in the area of future development including, but not limited to, tennis courts, swimming pool, jogging trail, and/or cabana or other related amenity (hereinafter called the "Recreational Facilities") and hereby reserves the right to do so within the area described in Article II or within the area of future development area described in Article VI. If Developer elects to pay the entire construction costs thereof, then all existing Co-owners and all future Co-owners in Northridge Estates shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of administration of the Condominium, but no existing Co-owner shall be separately responsible to reimburse the Developer for any portion of the costs of construction. If Developer desires to build tennis courts but does not wish to pay the entire cost thereof, it may communicate such desire to the then existing Co-owners with a request that the Co-owners vote upon the question of reimbursement. If two-thirds (2/3) of the then existing Co-owners vote in favor of construction of tennis courts and reimbursement of the Developer for each Co-owner's *pro rata* share of construction costs, then such determination shall be binding upon all Co-owners regardless of whether they voted for or against the proposal. In such event, the *pro rata* share of construction costs for which each Co-owner is liable shall be calculated by multiplying the construction costs of the tennis courts by a fraction, the numerator of which is one and the denominator of which is the number of all completed Units which ultimately become entitled to use such tennis courts. This paragraph is intended to make it possible to construct tennis courts in the future if the Developer so elects and if, under the specified circumstances, two-thirds (2/3) of the then existing Co-owners agree to such addition. Developer has no obligation to construct any tennis courts except pursuant to its discretionary election to do so and subject to any voting requirements prescribed above. Final determination of the design, layout and location of the tennis courts, if constructed, will be at the sole discretion of the Developer. Any costs of construction to be borne by the Co-owners shall be by special assessment as defined in Article II, Section 2(b) of the Bylaws and shall be levied and collected in accordance with such provisions.

Section 2. Rights of Use. It is intended that the Recreational Facilities, if constructed, will be designed for the use of Co-owners of Northridge Estates, not exceeding 104 Units. Such facilities may be utilized, as provided below, by the occupants of Units located in the land described in Article II hereof, together with the area of future development described in Article VI hereof. Since the ultimate size of Northridge Estates depends on market conditions from time to time and is not, therefore, presently predictable, it is possible that the area of future development, as provided in Article VI, may ultimately consist of one or more condominium or multi-family rental developments. Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any Unit for sale or for rent, owned by it, its successors or assigns, located in the land areas described in said Article II or VI, to utilize the Recreational Facilities subject to the provisions regarding payment of construction costs in Article VIII, Section 1 hereof and thereafter upon payment of a proportionate share of the expenses of repair, maintenance, operation and replacement of such facilities. The share of such expenses from time to time attributable to each such Unit shall be determined by multiplying the expenses of maintenance, repair, operation and replacement of the Recreational Facilities times a fraction, the numerator of which is one and the denominator of which is the number of completed Units entitled to use and obligated to support such facility pursuant to this easement. The Owner

of more than one Unit shall pay the requisite share of such expenses attributable to each Unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners in Northridge Estates shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the Owner of such Unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall more than 104 Units be entitled to use the Recreational Facilities. The expenses of repair, maintenance, operation and replacement of the Recreational Facilities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, supplies incident thereto, real and personal property taxes in connection therewith and, in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities. The easement for the use of the Recreational Facilities retained hereunder shall also include a perpetual easement over Northridge Estates for reasonable pedestrian and vehicular ingress and egress to and from said Recreational Facilities for the reasonable use thereof by all persons entitled to such use.

Section 3. Administration of Recreational Facilities. In the event that persons other than Owners of Condominium Units in Northridge Estates become entitled to use the Recreational Facilities, then decisions relating to the administration and maintenance of said facilities shall be made by a representative operating committee comprised of at least 5 persons selected by Owners of Units entitled to use the facility. Until the time that final composition of the users of such facilities has been determined, the Recreational Facilities shall be administered and maintained by Northridge Estates Homeowners Association at which time the Developer shall determine the composition of such representative body in a manner which is fair and equitable. Regardless of the identity or composition of the representative administering body, all decisions relative to the administration and maintenance of the Recreational Facilities shall be governed by the following standards: (1) the Recreational Facilities shall be fairly and jointly administered; (2) an annual operating budget for said Recreational Facilities shall be prepared and all expenditures shall be consistent with said budget and subject to audit by all parties; (3) said budget shall provide reasonable maintenance of the Recreational Facilities; (4) no additions to the Recreational Facilities nor termination of the use thereof shall occur without the consent of 60% of the parties entitled to the use thereof; (5) rules relating to the use of said facilities may be adopted by the representative body entitled to administer said facilities but shall be equitable and nondiscriminatory as to all users; (6) any easements of access reasonably necessary for utilization of the facilities by all persons entitled thereto shall be deemed to exist by reason hereof; (7) all disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute; and (8) the failure of any party to pay its required share of the costs of maintenance of said facilities shall operate to suspend the right of said party to utilize said Recreational Facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons).

ARTICLE IX

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities.

In the event 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, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements Retained by Developer.

(a) *Roadway Easements.* Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

The Developer reserves the right at any time prior to the Transitional Control Date to dedicate to the public a 60-foot right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways in Northridge Estates, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) *Utility Easements.* Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI who benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner or owners of the land described in Article VI or portion thereof upon which are located the dwelling Units which such lead or leads service.

The Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association 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 responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such 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, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors 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 installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE X AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all mortgagees of record allocating one vote for each mortgage held.

Section 3. By Developer. Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the

written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI hereof.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of the non-developer Co-owners.

Section 6. **Developer Approval.** Article VI, Article VII, Article VIII, Article IX and this Article X shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XI ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Wayne County Register of Deeds.

WITNESSES:

Virginia Sternicki
Virginia Sternicki
Andrea S. Taylor
Andrea S. Taylor

NORCON, a Michigan limited partnership

By: Dalby Corporation, a Michigan corporation,
partner

By: Richard D. Reynen
Richard D. Reynen, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

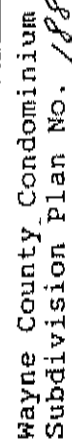
On this 30th day of March, 1984, the foregoing Master Deed was acknowledged before me by Richard D. Reynen, the vice president of Dalby Corporation, a Michigan corporation, partner of NORCON, a Michigan limited partnership, on behalf of the limited partnership.

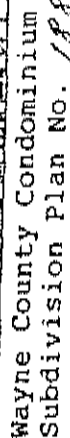
Virginia Sternicki
Virginia Sternicki
Notary Public, Wayne County, Michigan
My commission expires: 9/29/84

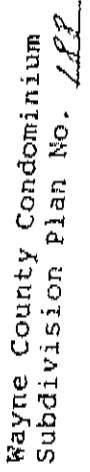
Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter





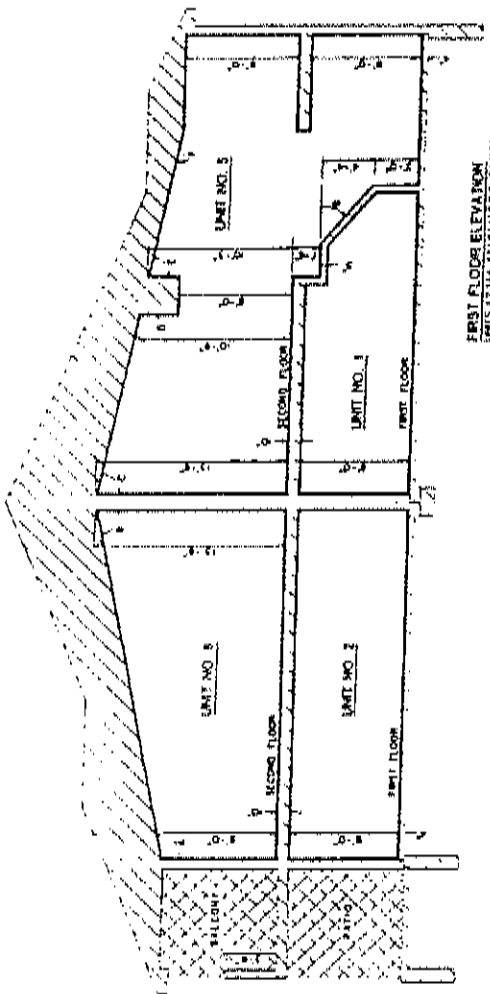


LEGEND
 [Hatched] GENERAL COMMON ELEMENTS
 [Dashed] LIMITED COMMON ELEMENTS
 [Solid] LIMITS OF OWNERSHIP

NOTES

1. ALL CONDIMINIUMS ARE 41' BY 10' EACH OTHER UNLESS OTHERWISE INDICATED

WALL TO BE BUILT ANGLES FOR
 LIMITS OF OWNERSHIP
 1 117°30'
 2 90°00'
 3 90°00'
 4 90°00'
 5 90°00'
 6 90°00'



SECTION
 UNITS 12.544 8716 US 03 11/04
 SCALE 1/4" = 1' 0"

LI 21989 PA 276

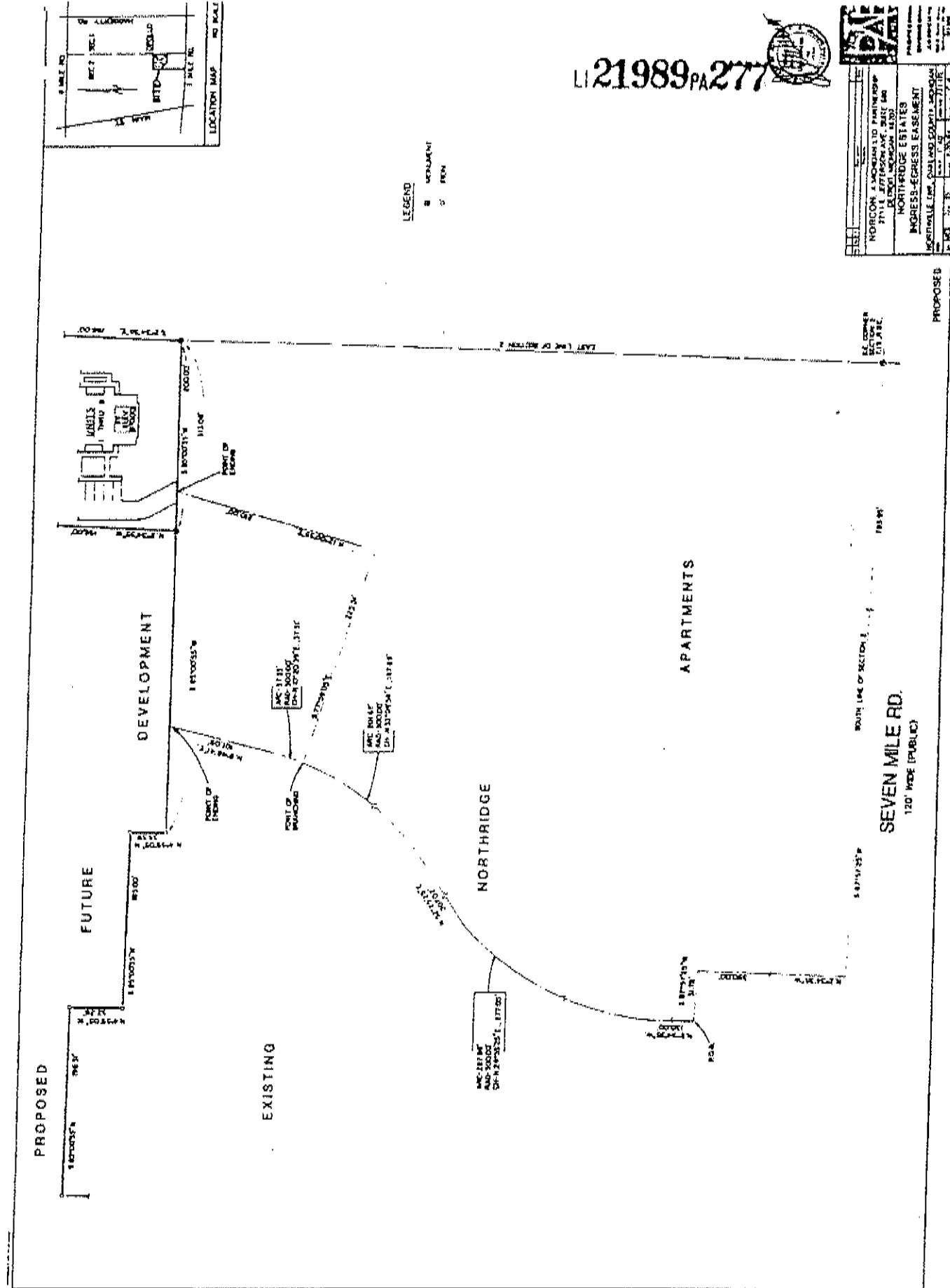


SECTION	12.544 8716 US 03 11/04
PROJECT	WAYNE COUNTY CONDOMINIUM
OWNER	WAYNE COUNTY
PREPARED BY	WAYNE COUNTY
CHECKED BY	WAYNE COUNTY
DATE	11/04

Wayne County Condominium
 Subdivision Plan No. 12.544 8716 US 03 11/04

[illegible]

Wayne County Condominium
Subdivision Plan No. 188



NORTHBRIDGE ESTATES**EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Northridge Estates, a residential Condominium Project located in the Township of Northville, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any 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 shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal

to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000 annually for the entire Condominium Project or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** 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. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference 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. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article IX, Section 2 hereof, the Developer of the Condominium, although a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association's actual current expenses of administration relating to maintenance and use of the Units in the Project, based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of completed Units then in the Condominium. Developer also shall, in addition thereto, at all times before and after the First Annual Meeting of Members, pay a proportionate share of the Association's other actual current expenses of administration, based upon the ratio of all Units owned by the Developer at the time the expense is incurred (including for the formula in this sentence only, all incomplete Units and Units with respect to which construction has not yet commenced) to the total number of Units then in the Project. Developer also shall at all times before and after the First Annual Meeting of Members maintain, at its own expense, any incomplete Units owned by it. In no event shall Developer be responsible for payment, until after said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. After the First Annual Meeting of Members, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed Units owned by it. Except as set forth above, Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. 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, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total

project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Township of Northville (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** 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; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V 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.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, 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 workmen's compensation insurance, if applicable, pertinent to the Condominium Project, 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 said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests 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-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** 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 by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below with the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, 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 the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

See FOURTH Amendment - 1993 "No Pets" LI 21989 PA 257

~~Section 5. Pets. Except as hereafter provided, no animal other than 1 domesticated cat or 1 domesticated dog not exceeding 25 pounds in weight, shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association 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 therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.~~

Section 6. Aesthetics. The Common Elements, Limited or General, 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. No unsightly condition shall be maintained on any patio or balcony and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Nothing herein contained shall require the Association to designate an area for the parking of such vehicles. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the carport space provided therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than 2 cars by a number of Co-owners, the Association may temporarily or permanently prohibit the maintenance of more than 2 cars by a Co-owner or may construct additional parking facilities and assess those Co-owners maintaining more than 2 cars for the expense of such construction and use. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, 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 appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the

grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(c) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien 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 such meeting.

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner 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. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 25% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in Northridge Estates (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. Adjournment. 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 less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. 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

member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of 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.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in

number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification to the Developer by the Co-owners of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(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 Project.

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any

Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of 2 Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including,

but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President 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 President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. 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. Removal. 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 his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have 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.

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

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which 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 and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association 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. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that 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 Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. 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 reasonable attorneys' 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 attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, 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 authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

Section 5. Non-waiver of Right. 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 the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents 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 thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

In the event that 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 whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

FIRST AMENDMENT TO MASTER DEED OF NORTHRIDGE ESTATES

Norcon, a Michigan limited partnership, whose address is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207, being the Developer of Northridge Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on April 26, 1984, in Liber 21989, Pages 236 through 277; Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 188, hereby amends the Master Deed of Northridge Estates pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 8 Units to 24 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 2 of said Master Deed. Upon the recording of this Amendment in the office of the Wayne County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, described as commencing at the southeast corner of Section 2; thence along the section line, South 87°57'25" West, 885.95 feet; thence North 4°59'04" West, 60.08 feet; thence North 87°57'25" East, 1.98 feet; thence North 3°05'56" West, 1188.00 feet; thence North 85°00'55" East, 196.31 feet; thence South 4°59'05" East, 52.28 feet; thence North 85°00'55" East, 185.00 feet; thence South 4°59'05" East, 35.59 feet; thence North 85°00'55" East, 157.76 feet to the Point of Beginning; Thence North 4°59'05" West, 196.00 feet; thence North 85°00'55" East, 168.00 feet; thence South 4°59'05" East, 196.00 feet; thence South 85°00'55" West, 168.00 feet to the Point of Beginning.

plus,

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan described as commencing at the southeast corner of Section 2; thence along the section line, South 87°57'25" West, 885.95 feet; thence North 4°59'04" West, 60.08 feet; thence North 87°57'25" East, 1.98 feet; thence North 3°05'56" West, 1188.00 feet; thence North 85°00'55" East, 196.31 feet; thence South 4°59'05" East, 52.28 feet; thence North 85°00'55" East, 185.00 feet; thence South 4°59'05" West, 35.59 feet; thence North 85°00'55" East, 157.76 feet; thence North 4°59'05" West, 196.00 feet; thence North 85°00'55" East, 22.00 feet to the Point of Beginning; Thence North 4°59'05" West, 159.55 feet; thence North 85°00'55" East, 139.96 feet; thence North 4°59'05" West, 150.00 feet; thence South 87°57'22" West, 148.20 feet; thence North 4°59'05" West, 144.20 feet; thence North 87°57'25" East, 368.70 feet to the west line of "Grandview Acres Subdivision" (Liber 51, Page 13, Wayne County Records); thence along said subdivision line, South 2°34'35" East, 442.83 feet; thence South 85°00'55" West, 341.56 feet to the Point of Beginning.

2. First Amended Article V, Section 2 of the Master Deed of Northridge Estates, as set forth below, shall replace and supersede Article V, Section 2 of the Master Deed as originally recorded, and the originally recorded Article V, Section 2 shall be of no further force or effect.

FIRST AMENDED ARTICLE V OF THE MASTER DEED OF NORTHRIDGE ESTATES

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the comparative floor area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth below are:

RECORDED NOV 1 1984 BY 1135 FOREST E. YOUNGBLOOD
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

G877593

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
 (b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1	4.16
2	4.16
3	4.16
4	4.16
5	4.16
6	4.16
7	4.16
8	4.16
9	4.17
10	4.17
11	4.17
12	4.17
13	4.17
14	4.17
15	4.17
16	4.17
17	4.17
18	4.17
19	4.17
20	4.17
21	4.17
22	4.17
23	4.17
24	4.17

3. Amended Sheets C-1 through C-7 of the Condominium Subdivision Plan of Northridge Estates, as attached hereto, shall replace and supersede Sheets C-1 through C-7 of the Condominium Subdivision Plan of Northridge Estates as originally recorded, and the originally recorded Sheets C-1 through C-7 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of Northridge Estates, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 28th day of September, 1984.

WITNESSES:

Sandra Taylor
 Sandra Taylor

Virginia Sternicki
 Virginia Sternicki

NORCON, a Michigan limited partnership

By: Dalby Corporation, a Michigan corporation,
 General Partner

By: Richard D. Reynen
 Richard D. Reynen, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing First Amendment to Master Deed of Northridge Estates was acknowledged before me this 29th day of September, 1984, by Richard D. Reynen, the vice president of Dalby Corporation, a Michigan corporation, General Partner of Norcon, a Michigan limited partnership, on behalf of the partnership.

Virginia Sternicky
Virginia Sternicky

Notary Public, Wayne County, Michigan
My commission expires Dec 29, 1984

First Amendment to Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

RE-PLAT NO. 1 OF
WAYNE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 188
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
NORTHBRIDGE ESTATES
NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

DEVELOPER

MORCON, A MICHIGAN PARTNERSHIP
7211 E. JEFFERSON AVE.
SUITE 480 SENTINEL BLDG
DETROIT, MICHIGAN 48207

INDEX OF DRAWINGS

NO.	TITLE
C-1	COVER SHEET
C-2	SURVEY & UTILITY PLAN
C-3	SITE PLAN
C-4	FOUNDATION PLAN
C-5	FIRST FLOOR PLAN
C-6	SECOND FLOOR PLAN
C-7	SECTIONS
C-8	INGRESS-EGRESS EASEMENT

LEGAL DESCRIPTION RE-PLAT NO. 1

THE RE-PLAT NO. 1 OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 188, EXHIBIT "B" TO THE AMENDED MASTER DEED OF NORTHBRIDGE ESTATES, NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, IS HEREBY RE-PLATED AS FOLLOWS:

INGRESS-EGRESS EASEMENT

THE RE-PLAT NO. 1 OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 188, EXHIBIT "B" TO THE AMENDED MASTER DEED OF NORTHBRIDGE ESTATES, NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, IS HEREBY RE-PLATED AS FOLLOWS:

NOTES

1. THE RE-PLAT NO. 1 OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 188, EXHIBIT "B" TO THE AMENDED MASTER DEED OF NORTHBRIDGE ESTATES, NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, IS HEREBY RE-PLATED AS FOLLOWS:

2. ALL EGRESS AND EGRESS EASEMENTS SHOWN ON THIS RE-PLAT

SHALL BE CONSIDERED AS PART OF THE RE-PLAT

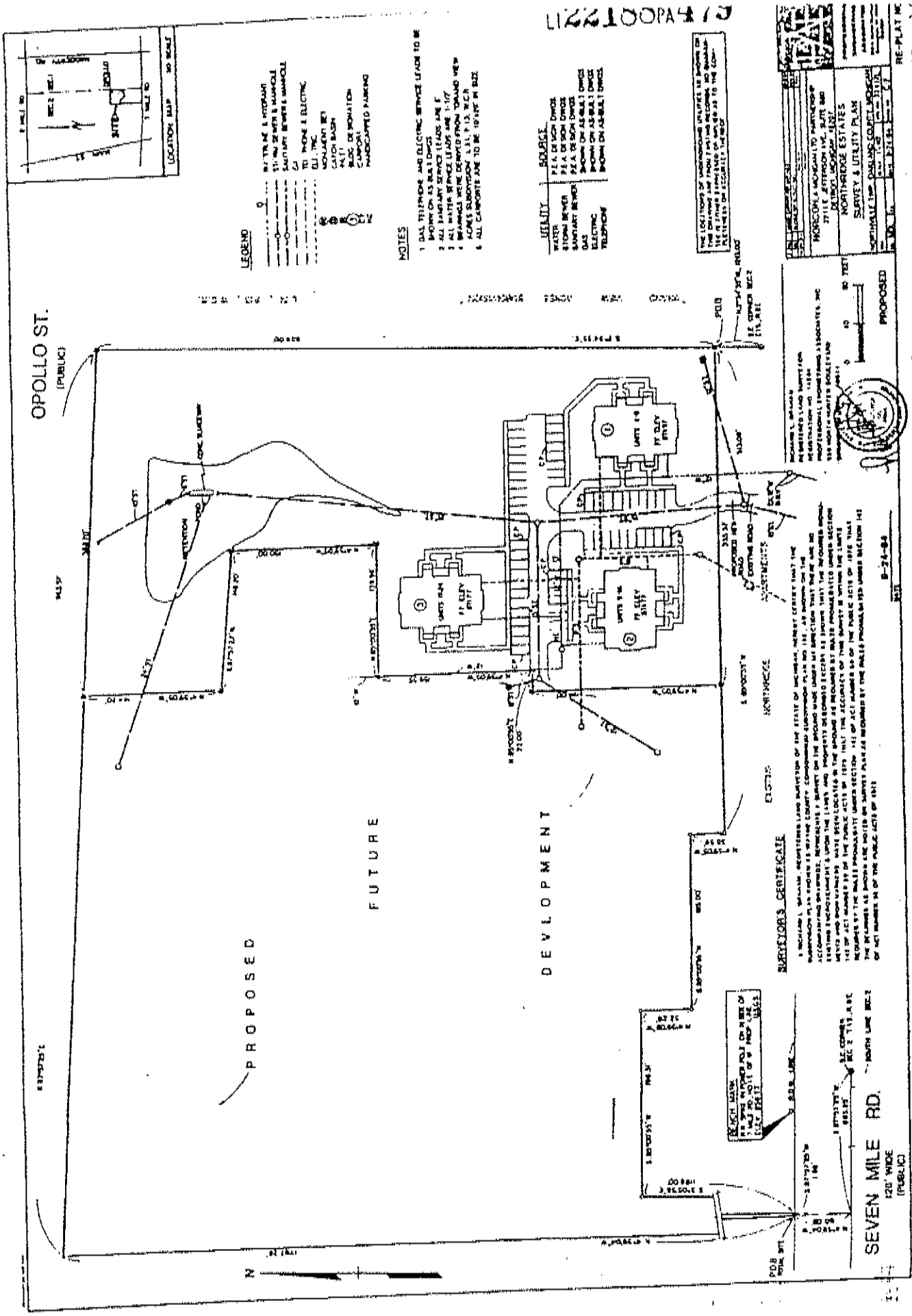


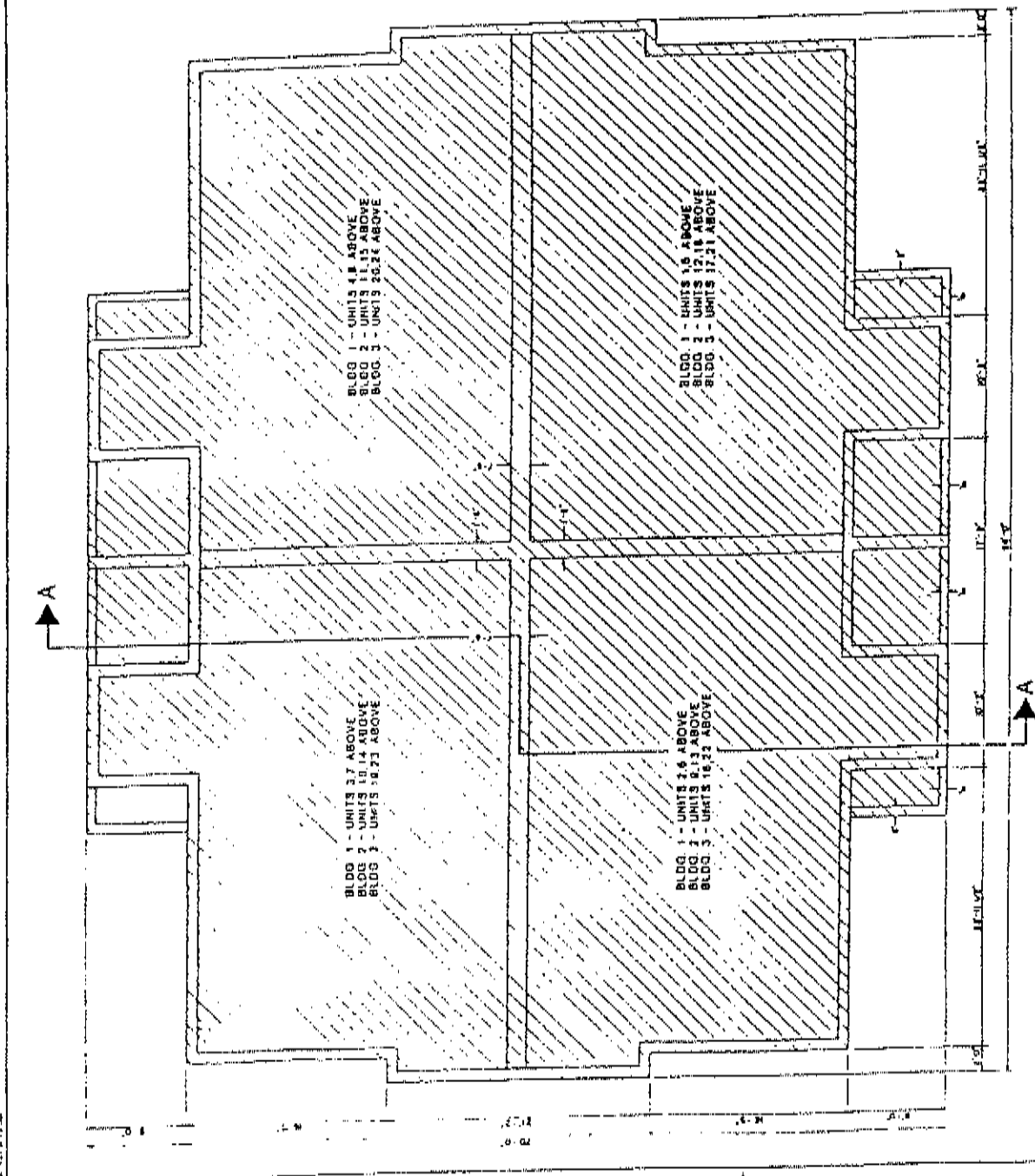
MORCON, A MICHIGAN PARTNERSHIP 7211 E. JEFFERSON AVE. SUITE 480 SENTINEL BLDG DETROIT, MICHIGAN 48207	
COVER SHEET	
NORTHBRIDGE ESTATES	
NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN	
DATE	10/11/00
BY	10/11/00
RE-PLAT NO.	100

PROPOSED

CONDOMINIUM SUBDIVISION PLAN NO. 188

RE-PLAT NO.



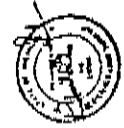


LEGEND
 GENERAL CONCRETE ELEMENT

NOTES

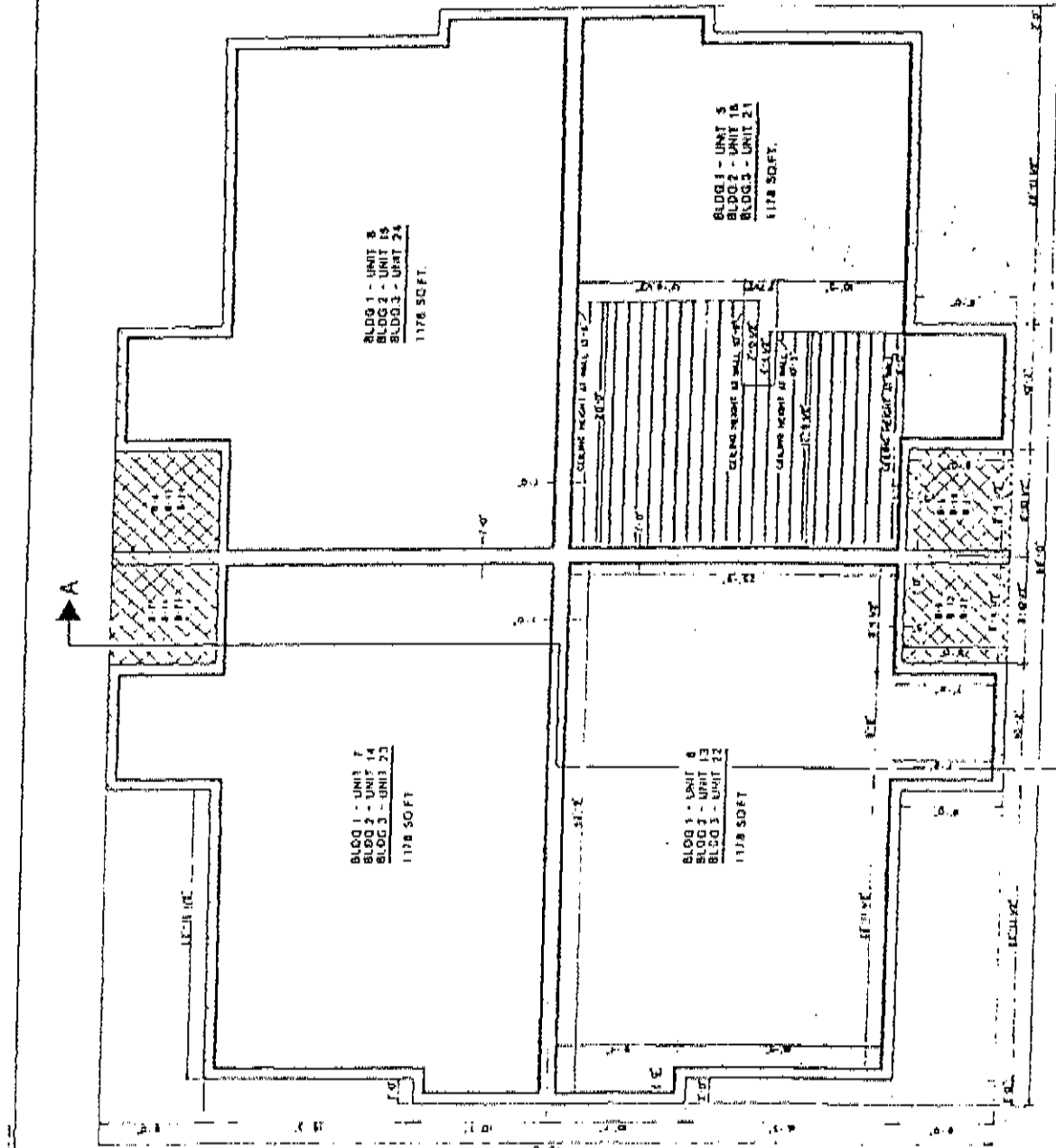
- 1 ALL WALLS ARE 16 UNITS OTHERWISE INDICATED
- 2 ALL DIMENSIONS ARE TYPICAL TO DIMENSION LINES
- 3 TOTAL FOUNDATION AREA IS 10,000 SQ. FT.

FOUNDATION PLAN
 BLDGS. 1,2,3 SCALE 1/4" = 1'-0"



PROPOSED

NORTH CAROLINA	
A PROFESSIONAL ENGINEER	
WILLIAM HENRY BRIDGES, JR.	
NORTH CAROLINA	
FOUNDATION PLAN	
NORTHVILLE TOWNSHIP, NORTH CAROLINA	
DATE	10/1/11
BY	W. H. BRIDGES, JR.
CHECKED BY	
APPROVED BY	



- LEGEND**
- GENERAL COMMON ELEMENTS
 - UNITED COMMON ELEMENTS
 - CERAMIC OTHER THAN 6" X 6" TILES
 - LAIS OF OVERLOOK
 - 8-5 BALCONY UNIT DESIGNATION

NOTES

1. ALL WALLS ARE 8" UNLESS OTHERWISE INDICATED
2. ALL EXTERIOR DIMENSIONS ARE TYPICAL TO EXTERIOR SURF
3. ALL INTERIOR DIMENSIONS IN UNITS NO. 8, 12, 13, 17, 19, 21, 23, 24 ARE TYPICAL FOR ALL SECOND FLOOR UNITS
4. BALCONY DIMENSIONS ARE TYPICAL FOR ALL SECOND FLOOR UNITS
5. CERAMIC OTHER THAN 6" X 6" ARE SHOWN IN UNIT NO. 12, 13, 17, 19, 21, 23, 24
6. ALL OTHER ROOM LINES ARE AT 30" TO EACH OTHER
7. TOTAL SQUARE FOOTAGE OF UNITS 12, 13, 17, 19, 21, 23, 24 INCLUDES ACCESS AREA ON FIRST FLOOR SHOWN ON UNITS 12, 13, 17, 19, 21, 23, 24

SECOND FLOOR PLAN

BLDG. 1, 2, 3, 4 SCALE 1/4" = 1'-0"

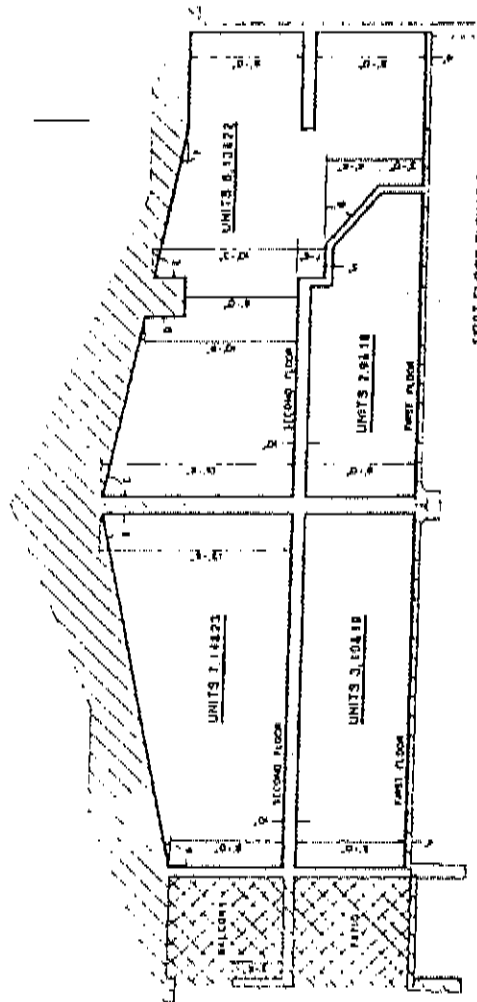


PROPOSED NORTH RIDGE ESTATES SECOND FLOOR PLAN NORTH RIDGE ESTATES SECOND FLOOR PLAN NORTH RIDGE ESTATES SECOND FLOOR PLAN	
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SECTION

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FIRST FLOOR ELEVATION

SECTION A-A

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CONDOMINIUM SUBDIVISION PLAN NO. 188

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WAYNE COUNTY TREASURER

21.9.11 12.14.11

EXAMINED AND APPROVED

DATE DEC 14 2011

BY SSK N/C

NORMAN C. DUPIRE

PLAT ENGINEER

Bernard J. Youngblood
Wayne County Register of Deeds

December 14, 2011 02:16 PM

Inst:2011410154 Liber:49509 Page:565



SECOND AMENDMENT TO THE CONSOLIDATING MASTER DEED OF NORTHRIDGE ESTATES CONDOMINIUM

WHEREAS, Northridge Estates Condominium was established as a residential condominium project in the Township of Northville, County of Wayne, State of Michigan, by the recording of a Master Deed in Liber 21989, Pages 236 through 277, and First Amendment to Master Deed recorded in Liber 22188 at Pages 475 through 484, and Second Amendment to Master Deed recorded in Liber 22307 Pages 474 through 484, and Third Amendment to Master Deed recorded in Liber 22423, Pages 704 through 715, And Consolidating Master Deed recorded in Liber 24606 Page 737-773, and Fourth Amendment to Master Deed recorded in Liber 26360, Pages 457 through 458, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 188; and,

WHEREAS, Northridge Estates Condominium is administered by Northridge Estates Homeowners Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners in accordance with the procedures set forth in the Michigan Condominium Act at MCL 559.190;

NOW, THEREFORE, the Condominium Bylaws (Exhibit A to the Master Deed) are hereby further amended as follows:

Article II Section 3

Revise text to read as follows:

Section 3. Apportionment of Assessments and Penalties for Default. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to 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 shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Thirty Dollars (\$30.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members

thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Article II Section 6 *Revise text to read as follows:*

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage and any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). If title is acquired via deed in lieu of foreclosure, the grantee under such deed shall be fully liable to the Association for all amounts owed on the unit.

Article V Section 1 (a) *The following will replace the existing text of the last paragraph of Section 1(a):*

- (a) **One or More Units Tenatable.** If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless not less than 67% of the eligible co-owners and 51% of the holders of first mortgages determine that the Condominium shall be terminated.

Article V Section 2 *The following will replace the existing text of Section 2:*

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless holders of at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained plus 66 2/3rds percent of the Co-owners in number and in value shall consent to do otherwise.

Article V Section 6 (c) *The following will replace the existing text of Section 6 (c):*

(c) **Continuation of Condominium After Taking.** In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior approval of 51% of the votes of eligible holders of first mortgage liens on individual Units in the Condominium.

Article VI Section. 3 *The following text shall be added to the existing text:*

Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time.

Article VII *The following shall replace existing Article VII:*

ARTICLE VII

MORTGAGES

Section 1. Co-owner Duty to Give Notice. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Association Duties to Give Notices. The Association, upon receiving written notice, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage:

- (a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto; and,
- (b) The interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto; and,
- (c) The number of votes in the Association appertaining to any unit; and,
- (d) The purposes to which any unit or the common elements are restricted; and,

- (e) Any proposed termination of the condominium project; and,
- (f) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder; and,
- (g) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency as continued for sixty (60) days; and,
- (h) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24.
- (i) Every meeting of the members of the Association and to designate a representative to attend such meeting.

Article IX Sec. 8. *Delete entire section 8.*

Article XIV *New Article XIV to read as follows:*

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which 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 and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a compilation, review or audit of the books of account. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such compilation, review or audit and any other accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. The funds of the Association 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.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the Co-owners or by an instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-seven (67%) percent of all Co-owners, in number and in value and fifty-one percent (51%) of the eligible holders of first mortgages for material amendments which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the condominium;
- (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that 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.

Dated: December 12, 2011

By: Rosemary Tague
Rosemary Tague, its President

Elizabeth Robinson
Notary Public

ELIZABETH ROBINSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES 08/01/2014
born in the County of Oakland

6

G907566

SECOND AMENDMENT TO MASTER DEED OF NORTHBRIDGE ESTATES

LI 22307 PA 474

Norcon, a limited partnership, whose address is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207, being the Developer of Northridge Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on April 26, 1984, in Liber 21989, Pages 236 through 277, and First Amendment to the Master Deed recorded on November 1, 1984, in Liber 22188, Pages 475 through 484; Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 188, hereby amends the Master Deed of Northridge Estates pursuant to the authority reserved in Article VI, for the purposes of enlarging the Condominium Project from 24 Units to 48 Units by the addition of the land described in paragraph 1 below and reallocating percentages of value set forth in Article V, Section 2 of said Master Deed. Upon the recording of this Amendment in the office of the Wayne County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

- The following land shall be added to the Condominium Project by this Amendment:

Land in the South ~~EAST~~ 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, described as beginning at the Southeast corner of said Section 2; thence along the East section line, North 2°34'35" West, 1213.00 feet; thence South 85°00'55" West, 355.32 feet to the Point of Beginning; thence continuing South 85°00'55" West, 157.76 feet; thence North 4°59'05" West, 100.59 feet; thence South 85°00'55" West, 32.00 feet; thence North 4°59'05" West, 567.23 feet; thence North 87°57'25" East, 203.98 feet; thence South 4°59'05" East, 144.20 feet; thence North 87°57'22" East, 148.20 feet, thence South 4°59'05" East, 150.00 feet; thence South 85°00'55" West, 139.96 feet; thence South 4°59'05" East, 159.55 feet; thence South 85°00'55" West, 22.00 feet; thence South 4°59'05" East, 196.00 feet to the Point of Beginning containing 3.513 acres.

- Second Amended Article V, Section 2 of the Master Deed of Northridge Estates, as set forth below, shall replace and supersede First Amended Article V, Section 2 of the Master Deed as recorded, and the First Amended Article V, Section 2 shall be of no further force or effect.

SECOND AMENDED ARTICLE V, SECTION 2 OF THE MASTER DEED OF NORTHBRIDGE ESTATES

ARTICLE V

Section 2.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the comparative floor area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth below are:

- Each Unit number as it appears on the Condominium Subdivision Plan
- The percentage of value assigned to each Unit.

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to the date of this instrument EXCEPT

No. 252

Percentage of Value Assigned
MAR 13 1985

Unit Number

1	2.08
2	2.08
3	2.08
4	2.08
5	2.08
6	2.08

WAYNE COUNTY TREASURER
Clerk, *Chenisse*

RECORDED MAR 13 1985 AT 331 O'CLEARY
DREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

252 000

In all respects, other than as hereinabove indicated, the original Master Deed of Northridge Estates, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 8th day of March, 1985.

WITNESSES:

Sandra Musy
Sandra Musy

Virginia Sternicki
Virginia Sternicki

NORCON, a Michigan limited partnership

By: Dalby Corporation, a Michigan corporation,
General Partner

By: Richard D. Reynen
Richard D. Reynen, Vice President

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

The foregoing Second Amendment to Master Deed of Northridge Estates was acknowledged before me this 8th day of March, 1985, by Richard D. Reynen, the vice president of Dalby Corporation, a Michigan corporation, General Partner of Norcon, a Michigan limited partnership, on behalf of the partnership.

Virginia Sternicki
Notary Public, Wayne County, Michigan
My commission expires: 10-3-88

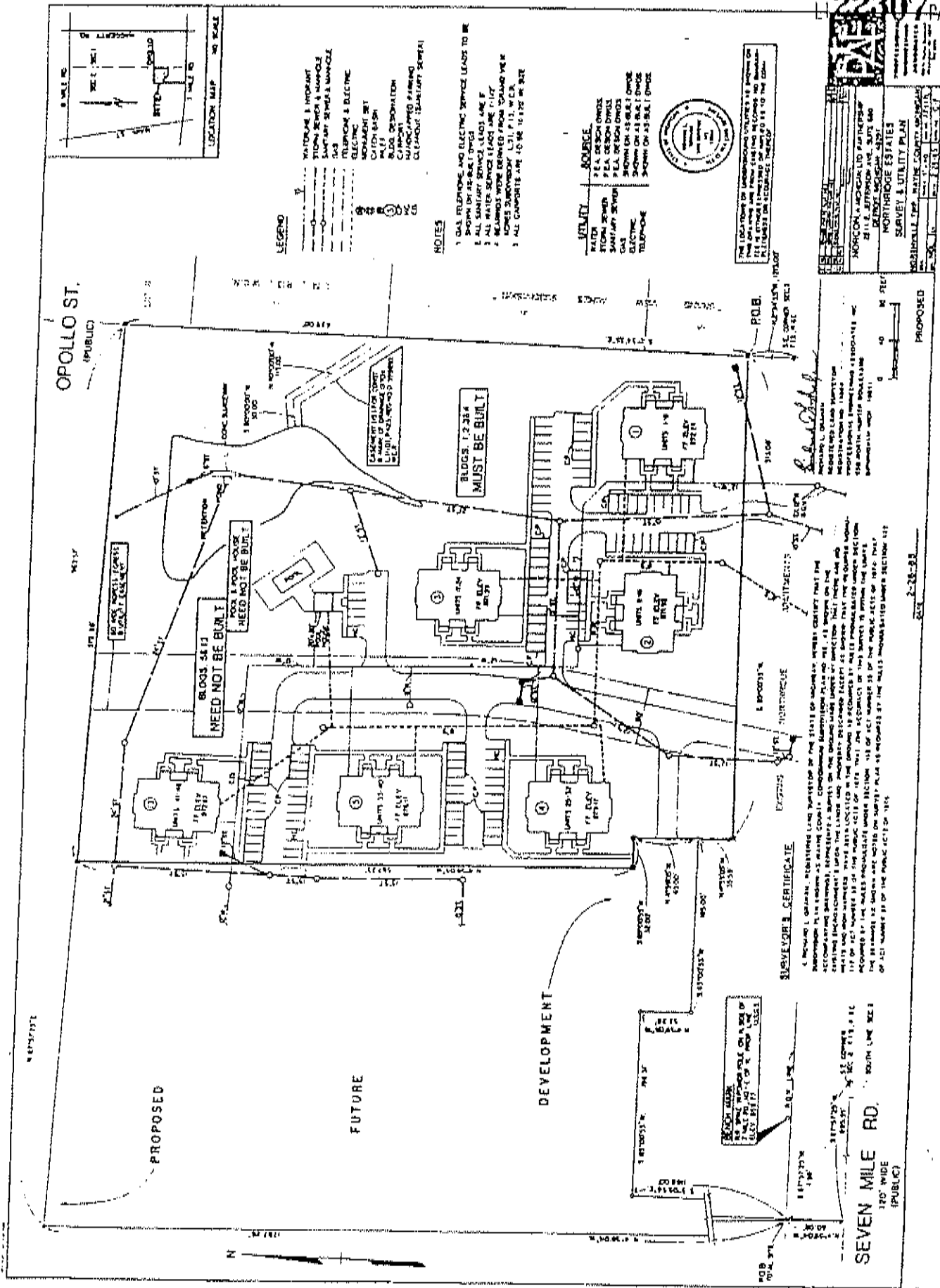
Second Amendment to Master Deed drafted by:

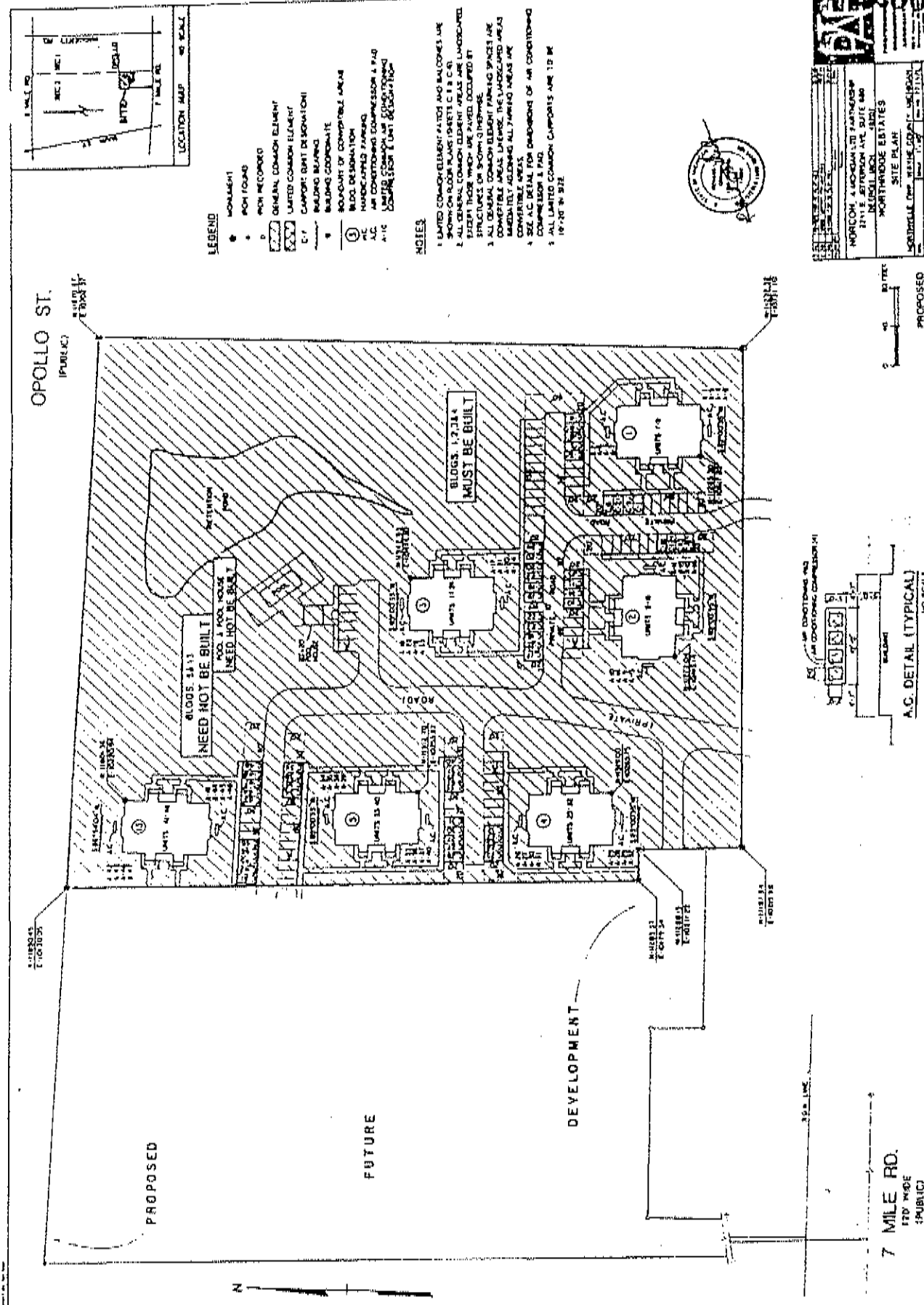
William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

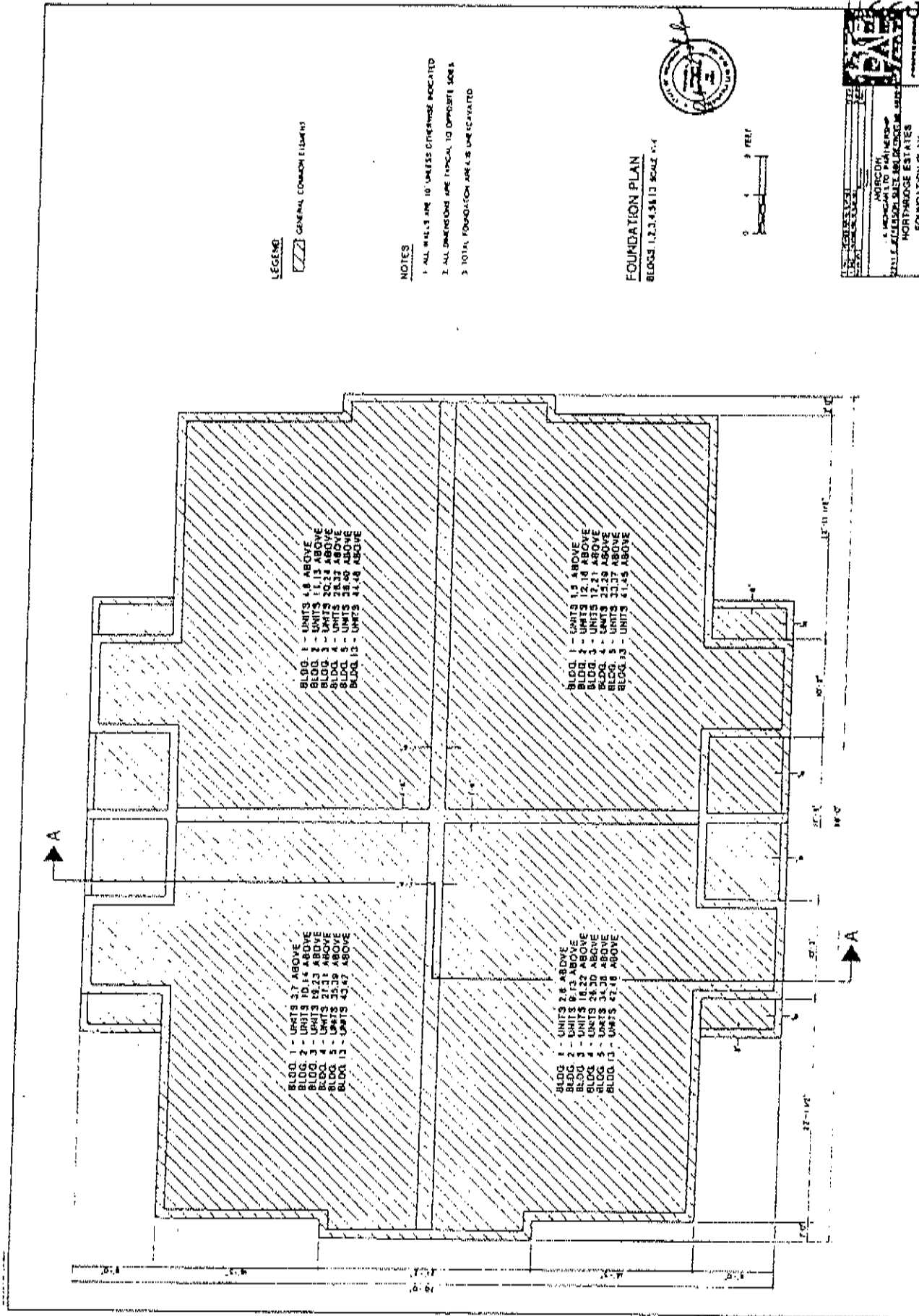
When recorded, return to drafter

VIRGINIA STERNICKI
Notary Public, Wayne County, MI
My Commission Expires Oct. 3, 1988

LI 22307 PA 477





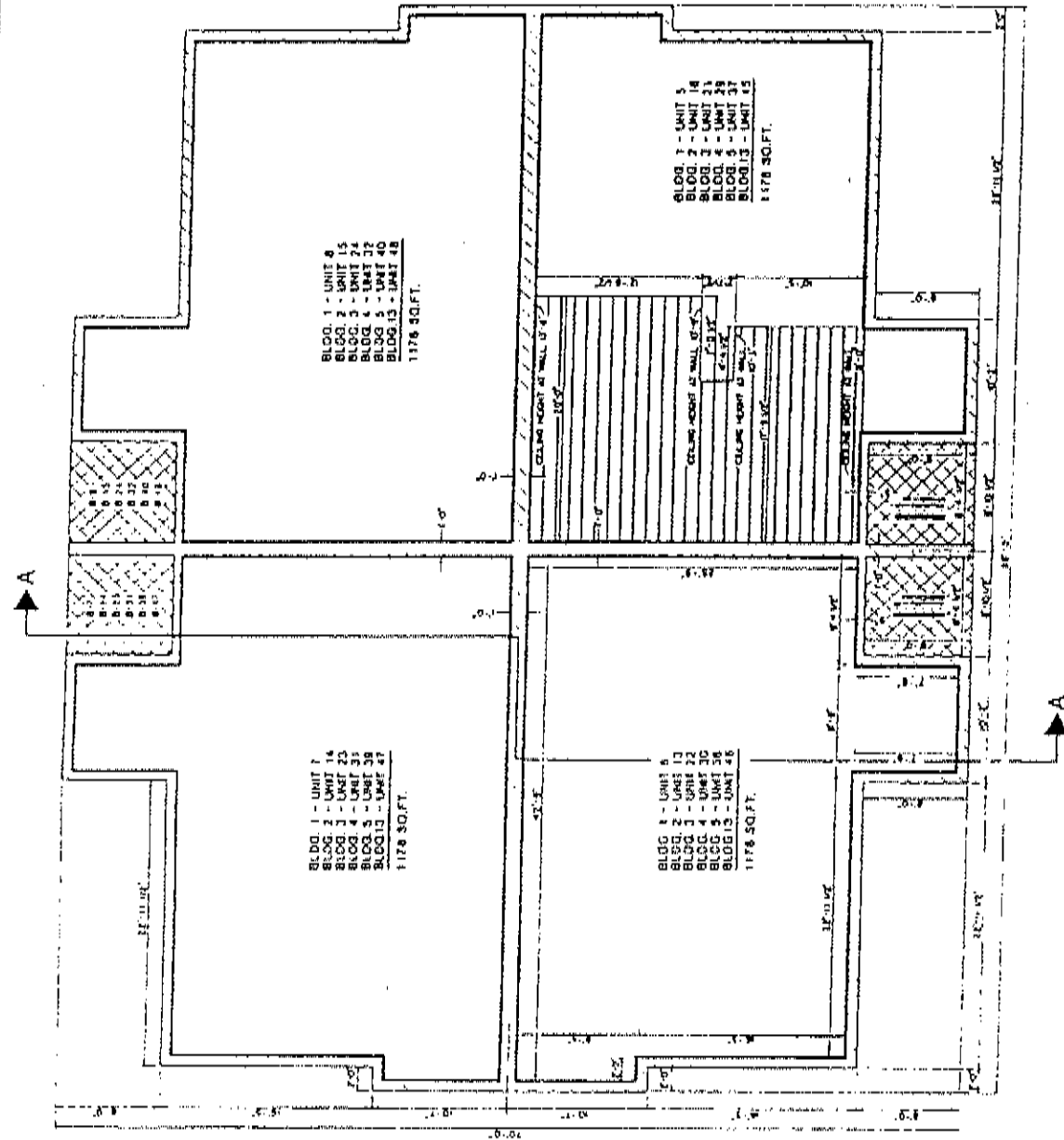


PROPOSED

RE-PLAN NO.

Subdivision Plan No. 188

207

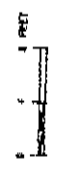


- LEGEND**
- GENERAL COMMON ELEMENT
 - UNITED COMMON ELEMENT
 - CEILING OTHER THAN 8' 0" IN HEIGHT
 - UNIT OF OWNERSHIP
 - BALCONY UNIT DESIGNATION

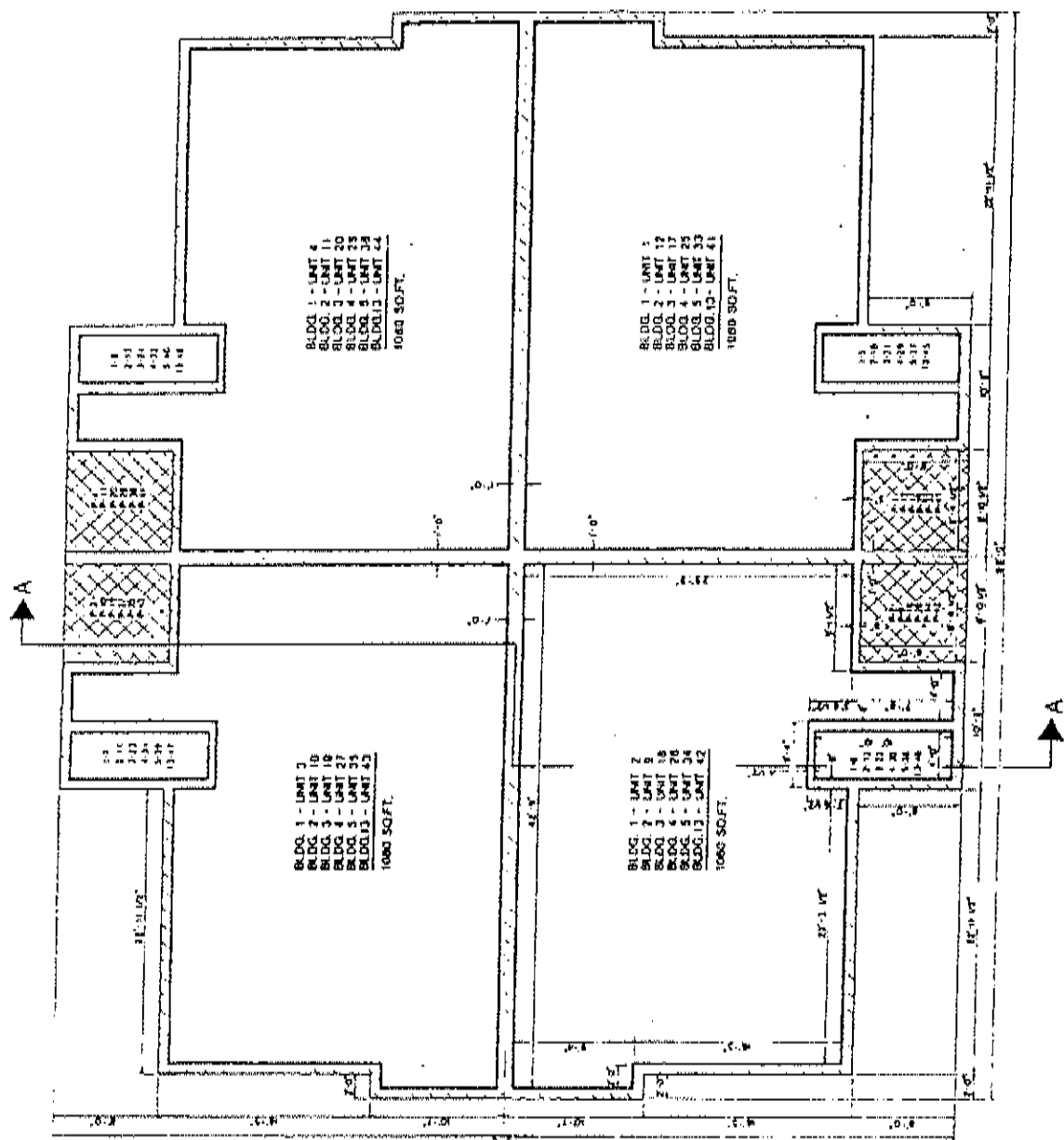
NOTES

1. ALL WALLS ARE 7' UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR DIMENSIONS ARE TYPICAL TO OPPOSITE SIDES.
3. ALL INTERIOR DIMENSIONS IN UNITS 8, 13, 21, 28, 35, 42, 43, 48 AND TYPICAL FOR ALL SECOND FLOOR UNITS.
4. BALCONY DIMENSIONS ARE TYPICAL FOR ALL SECOND FLOOR UNITS.
5. CEILING OTHER THAN 8' 0" IN HEIGHT ARE SHOWN IN UNITS 8, 13, 21, 28, 35, 42, 43, 48 AND TYPICAL FOR ALL SECOND FLOOR UNITS.
6. ALL OWNERSHIP UNITS ARE AT 10' TO EACH OTHER.
7. TOTAL SQUARE FOOTAGE OF UNITS 8, 13, 21, 28, 35, 42, 43, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SECOND FLOOR PLAN
 BLDGS. 1, 2, 3, 4, 5, 13, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



PROJECT NO.	100-100-100
DATE	10/1/10
BY	J. J. J.
CHECKED BY	J. J. J.
APPROVED BY	J. J. J.
SCALE	1" = 1'
PROJECT NAME	100-100-100
PROJECT LOCATION	100-100-100
PROJECT DESCRIPTION	100-100-100
PROJECT OWNER	100-100-100
PROJECT ENGINEER	100-100-100
PROJECT ARCHITECT	100-100-100
PROJECT LANDSCAPE ARCHITECT	100-100-100
PROJECT CIVIL ENGINEER	100-100-100
PROJECT MECHANICAL ENGINEER	100-100-100
PROJECT ELECTRICAL ENGINEER	100-100-100
PROJECT PLUMBING ENGINEER	100-100-100
PROJECT HEATING ENGINEER	100-100-100
PROJECT AIR CONDITIONING ENGINEER	100-100-100
PROJECT SOUND ENGINEER	100-100-100
PROJECT LIGHTING ENGINEER	100-100-100
PROJECT SAFETY ENGINEER	100-100-100
PROJECT ENVIRONMENTAL ENGINEER	100-100-100
PROJECT TRANSPORTATION ENGINEER	100-100-100
PROJECT MARINE ENGINEER	100-100-100
PROJECT AEROSPACE ENGINEER	100-100-100
PROJECT NUCLEAR ENGINEER	100-100-100
PROJECT CHEMICAL ENGINEER	100-100-100
PROJECT METALLURGICAL ENGINEER	100-100-100
PROJECT CERAMIC ENGINEER	100-100-100
PROJECT POLYMER ENGINEER	100-100-100
PROJECT TEXTILE ENGINEER	100-100-100
PROJECT FOOD ENGINEER	100-100-100
PROJECT AGRICULTURAL ENGINEER	100-100-100
PROJECT FORESTRY ENGINEER	100-100-100
PROJECT FISH AND WILDLIFE ENGINEER	100-100-100
PROJECT ENVIRONMENTAL ENGINEER	100-100-100
PROJECT TRANSPORTATION ENGINEER	100-100-100
PROJECT MARINE ENGINEER	100-100-100
PROJECT AEROSPACE ENGINEER	100-100-100
PROJECT NUCLEAR ENGINEER	100-100-100
PROJECT CHEMICAL ENGINEER	100-100-100
PROJECT METALLURGICAL ENGINEER	100-100-100
PROJECT CERAMIC ENGINEER	100-100-100
PROJECT POLYMER ENGINEER	100-100-100
PROJECT TEXTILE ENGINEER	100-100-100
PROJECT FOOD ENGINEER	100-100-100
PROJECT AGRICULTURAL ENGINEER	100-100-100



- LEGEND**
- 7' GENERAL COMMON ELEMENT
 - UNITED COMMON ELEMENT
 - UNIT OF OWNERSHIP
 - P-1 PATIO/UNIT DESIGN FEET
 - 1-5 BUILDING NUMBER - UNIT DESIGNATION

- NOTES**
1. ALL WALLS ARE 8" UNLESS OTHERWISE INDICATED.
 2. ALL EXTERIOR DIMENSIONS ARE TYPICAL TO OPPOSITE SIDE.
 3. ALL INTERIOR DIMENSIONS BUILDINGS 15 THROUGH 40 ARE TYPICAL FOR ALL FIRST FLOOR UNITS.
 4. PATIO DIMENSIONS ARE TYPICAL FOR ALL FIRST FLOOR UNITS.
 5. ALL OVERSPOUT LINES ARE AT 10' TO EACH OTHER.
 6. SQUARE FOOTAGE OF OWNED AREAS FOR UNITS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 IS INCLUDED IN THE TOTAL SQUARE FOOTAGE OF THE SECOND FLOOR UNIT. SQUARE FEET ARE SHOWN ON SHEET C-4.

FIRST FLOOR PLAN
 BLDGS. 12, 3, 4, 8, 13 SCALE 1/4" = 1'-0"



PROPOSED

PROJECT INFORMATION

PROJECT NO. 10451701

PROJECT NAME: NORTHMOORE ESTATES

PROJECT LOCATION: NORTHMOORE ESTATES

PROJECT TYPE: FIRST FLOOR PLAN

PROJECT DATE: 11/11/11

PROJECT DRAWN BY: J. H. HARRIS

PROJECT CHECKED BY: J. H. HARRIS

PROJECT APPROVED BY: J. H. HARRIS

PROJECT SCALE: 1/4" = 1'-0"

PROJECT SHEET: 1 OF 1

PROPOSES

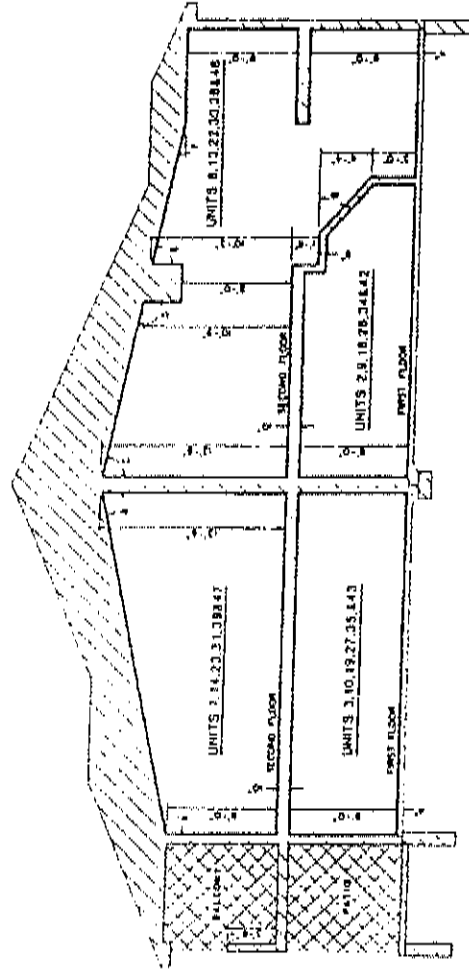
RE-PLAN NO. 10451701

LEGEND
 GENERAL COMMON ELEVATIONS
 UNITS COMMON ELEVATIONS
 UNITS OF OWNERSHIP

NOTES

1 ALL DIMENSIONS ARE IN FEET TO EACH OTHER UNLESS OTHERWISE NOTED

WALL TO CLAND ANGLE FOR	UNITS OF OWNERSHIP
A	10/20
B	10/20
C	10/20
D	10/20
E	10/20
F	10/20
G	10/20



SECTION A-A
 BLOCKS 1, 2, 3, 4, 5, 13 SCALE 1/4"



FIRST FLOOR ELEVATIONS		
BLOCK NO.	FIRST FLOOR UNITS	ELEV. (N.T.S. DATE)
1	12, 34, 41	81.11
2	2, 4, 11, 42	81.17
3	12, 13, 18, 25	81.19
4	13, 14, 27, 35	81.19
5	14, 27, 35, 44	81.19
13	11, 12, 30, 38	81.19



PROPOSED

SECTION

NORTHVILLE TRP. WATER COUNTRY MICHIGAN

PLAT NO. 188

THIRD AMENDMENT TO MASTER DEED OF NORTHRIDGE ESTATES

Norcon, a limited partnership, whose address is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207, being the Developer of Northridge Estates, a Condominium Project established pursuant to the Master Deed thereof, recorded on April 26, 1984, in Liber 21989, Pages 236 through 277; First Amendment to the Master Deed recorded on November 1, 1984, in Liber 22188, Pages 475 through 484; and Second Amendment to the Master Deed recorded on March 13, 1985, in Liber 22307, Pages 474 through 489, Wayne County Records, and known as Wayne County Condominium Subdivision Plan No. 188, hereby amends the Master Deed of Northridge Estates pursuant to the authority reserved in Articles VI and XI for the purposes of enlarging the Condominium Project from 48 Units to 104 Units by the addition of the land described in paragraph 1 below, reallocating percentages of value set forth in Article V, Section 2, for correcting survey errors and reserving the right for the Developer to reduce the size of the Project from 104 Units to 56 Units of said Master Deed. Upon the recording of this Amendment in the office of the Wayne County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, described as beginning at the Southeast corner of said Section 2; thence along the East section line, North 2° 34' 35" West, 1213.00 feet; thence South 85° 00' 55" West, 513.08 feet; thence North 4° 59' 05" West, 35.59 feet to the Point of Beginning; thence continuing South 85° 00' 55" West, 185.00 feet; thence North 4° 59' 05" West, 52.28 feet; thence South 85° 00' 55" West, 196.31 feet; thence South 3° 05' 56" East, 1188.00 feet; thence South 87° 57' 25" West, 1.98 feet along the North right-of-way line of Seven Mile Rd. (120 feet wide); thence North 4° 59' 04" West, 1787.26 feet; thence North 87° 57' 25" East, 390.89 feet; thence South 4° 59' 05" East, 567.23 feet; thence North 85° 00' 55" East, 32.00 feet; thence South 4° 59' 05" East, 65.00 feet to the Point of Beginning.

2. Third Amended Article V, Section 2 of the Master Deed of Northridge Estates, as set forth below, shall replace and supersede Second Amended Article V, Section 2 of the Master Deed as recorded, and the Second Amended Article V, Section 2 shall be of no further force or effect.

THIRD AMENDED ARTICLE V, SECTION 2 OF THE MASTER DEED OF NORTHRIDGE ESTATES

ARTICLE V

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the comparative floor area of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth below are:

- (a) Each Unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned	Unit Number	Percentage of Value Assigned
1	0.96	5	0.96
2	0.96	6	0.96
3	0.96	7	0.96
4	0.96	8	0.96

Unit Number	Percentage of Value Assigned	Unit Number	Percentage of Value Assigned
9	0.96	57	0.96
10	0.96	58	0.96
11	0.96	59	0.96
12	0.96	60	0.96
13	0.96	61	0.96
14	0.96	62	0.96
15	0.96	63	0.96
16	0.96	64	0.96
17	0.96	65	0.96
18	0.96	66	0.96
19	0.96	67	0.96
20	0.96	68	0.96
21	0.96	69	0.96
22	0.96	70	0.96
23	0.96	71	0.96
24	0.96	72	0.96
25	0.96	73	0.96
26	0.96	74	0.96
27	0.96	75	0.96
28	0.96	76	0.96
29	0.96	77	0.96
30	0.96	78	0.96
31	0.96	79	0.96
32	0.96	80	0.96
33	0.96	81	0.96
34	0.96	82	0.96
35	0.96	83	0.96
36	0.96	84	0.96
37	0.96	85	0.96
38	0.96	86	0.96
39	0.96	87	0.96
40	0.96	88	0.96
41	0.96	89	0.97
42	0.96	90	0.97
43	0.96	91	0.97
44	0.96	92	0.97
45	0.96	93	0.97
46	0.96	94	0.97
47	0.96	95	0.97
48	0.96	96	0.97
49	0.96	97	0.97
50	0.96	98	0.97
51	0.96	99	0.97
52	0.96	100	0.97
53	0.96	101	0.97
54	0.96	102	0.97
55	0.96	103	0.97
56	0.96	104	0.97

3. The Master Deed for Northridge Estates shall be amended by the addition thereto of Article VII, as set forth below, and the redesignation of Articles VII through XI, as originally recorded (and references thereto), to Articles VIII through XII respectively.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract.** As of the date this Amendment is recorded, the Developer intends to establish a Condominium Project consisting of 13 buildings containing 104 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer buildings and/or Units than described above and to withdraw from the project all or some portion of the following described land:

Land in the Southeast 1/4 of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, described as beginning at the Southeast corner of said Section 2; thence along the East section line, North 2° 34' 35" West, 1213.00 feet; thence South 85° 00' 55" West, 513.08 feet; thence North 4° 59' 05" West, 35.59 feet to the Point of Beginning; thence

continuing South 85° 00' 55" West, 185.00 feet; thence North 4° 59' 05" West, 52.28 feet; thence South 85° 00' 55" West, 196.31 feet; thence South 3° 05' 56" East, 1188.00 feet; thence South 87° 57' 25" West, 1.98 feet along the North right-of-way line of Seven Mile Rd. (120 feet wide); thence North 4° 59' 04" West, 1787.26 feet; thence North 87° 57' 25" East, 390.89 feet; thence South 4° 59' 05" East, 567.23 feet; thence North 85° 00' 55" East, 32.00 feet; thence South 4° 59' 05" East, 65.00 feet to the Point of Beginning.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be or contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of buildings be less than 7 and the number of Units be less than 56.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township of Northville. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Amendment of Master Deed. Such contraction in size of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Condominium Project as so contracted. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the area withdrawn from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer, to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

4. Amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Northridge Estates, as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Northridge Estates as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Northridge Estates, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and rededicated.

Dated this 28th day of June, 1985.

WITNESSES:

Gwynne Starkey
Gwynne Starkey

Catherine Kim Shierk
Catherine Kim Shierk

NORCON, a Michigan limited partnership

By: Dalby Corporation, a Michigan corporation,
General Partner

By: Richard D. Reynen
Richard D. Reynen, Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Third Amendment to Master Deed of Northridge Estates was acknowledged before me this 28th day of June, 1985, by Richard D. Reynen, the vice president of Dalby Corporation, a Michigan corporation, General Partner of NORCON, a Michigan limited partnership, on behalf of the partnership.

Catherine Kim Shierk
Catherine Kim Shierk

Notary Public, Oakland County, Michigan
My commission expires: August 12, 1985

Third Amendment to Master Deed drafted by:

William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

When recorded, return to drafter

Condominium Subdivision Plan No. 158

LI 22423 PA 711

LEGEND
 [Hatched Box] EXISTING CONCRETE FOUNDATION

NOTES

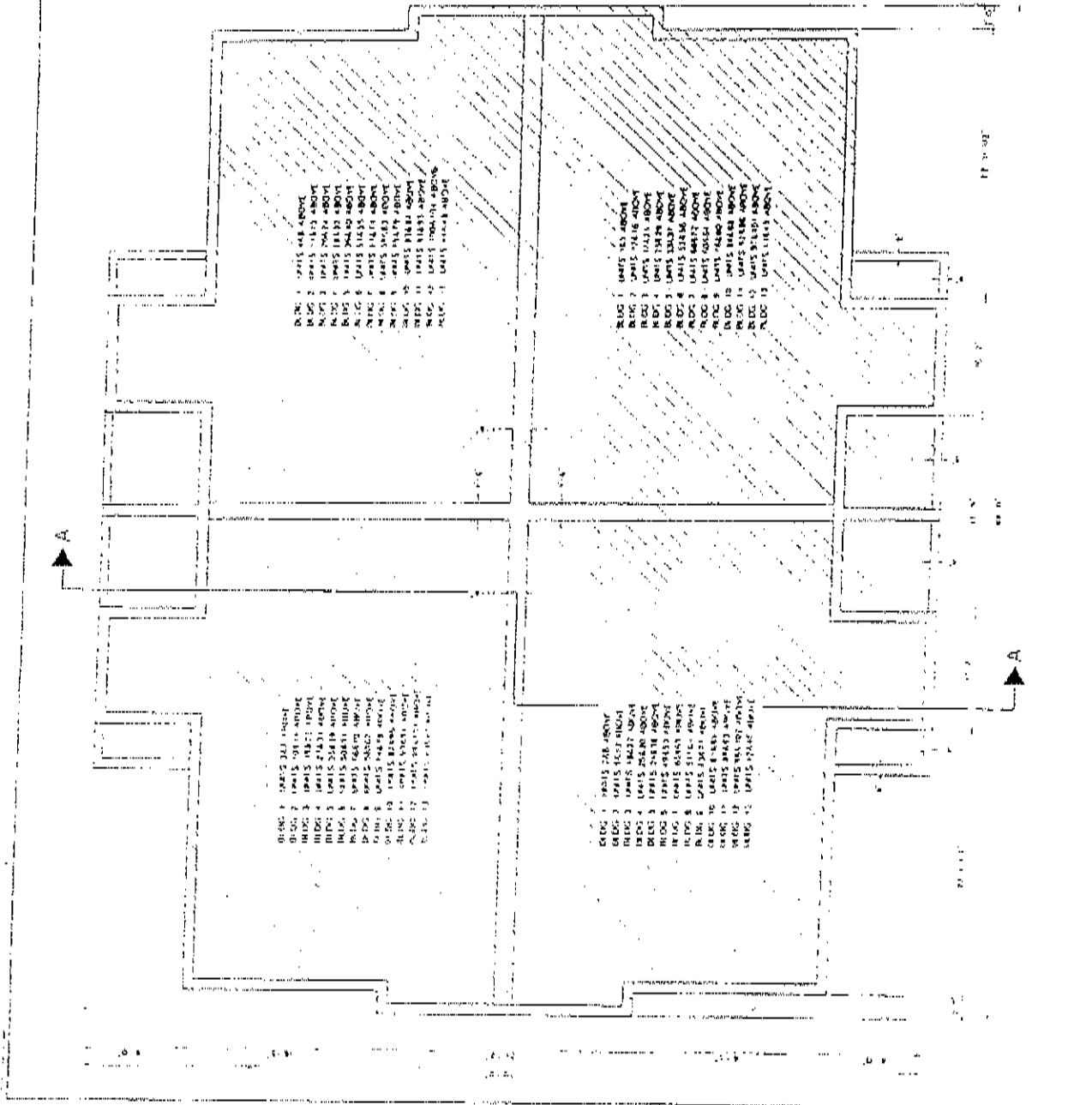
- 1. ALL WALLS ARE 12 UNLESS OTHERWISE INDICATED
- 2. ALL DIMENSIONS ARE TYPICAL TO OPPOSITE SITES
- 3. TOTAL FOUNDATION AREA IS 5,400 SQ. FT.

FOUNDATION PLAN

ALL DIMENSIONS IN FEET



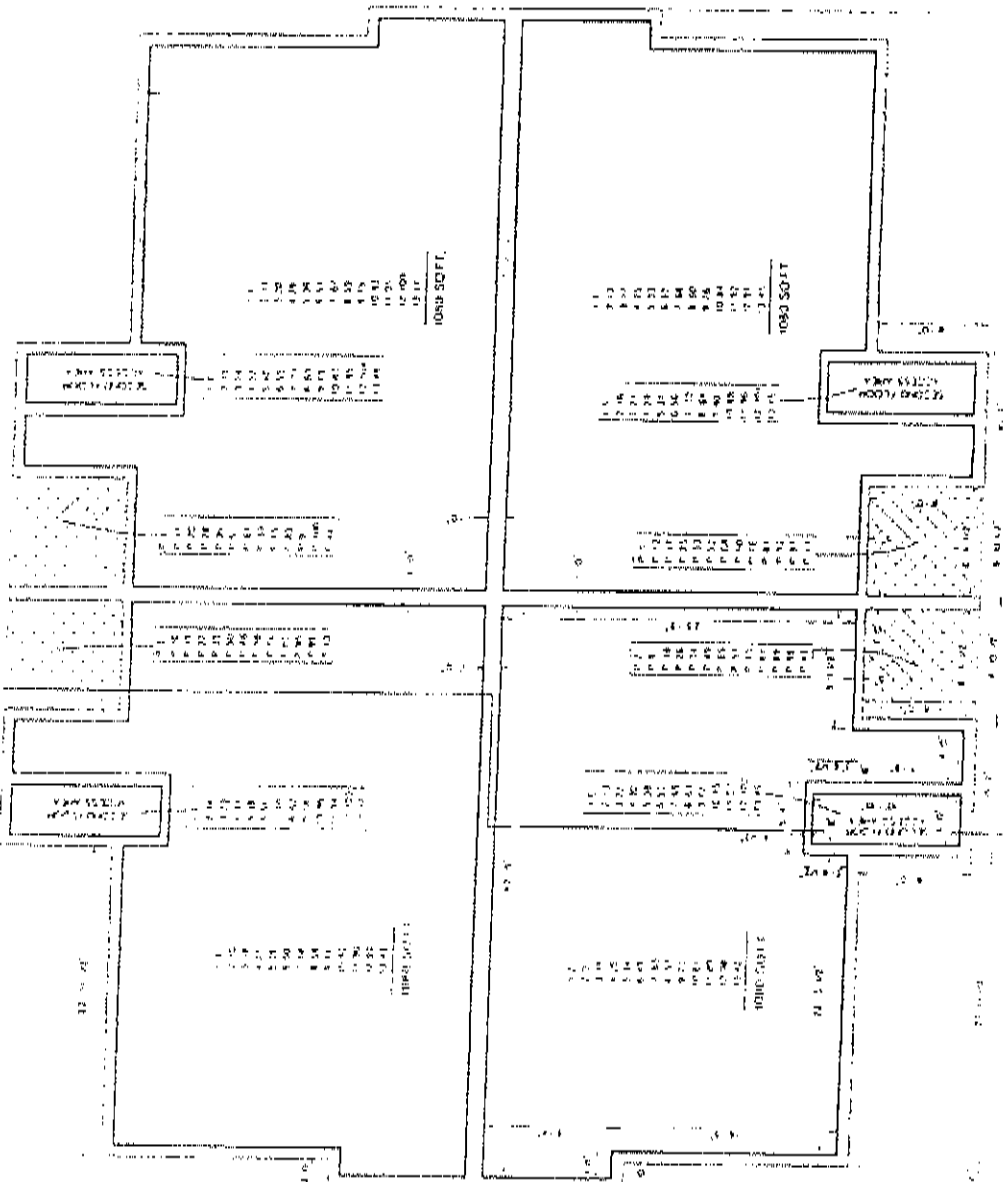
PROPOSED



Condominium Subdivision Plan, No. 1234

RE PLAN 101

Condominium Subdivision Plan No. 300

[illegible]

53:07

FIRST FLOOR PLAN

ALL BOOKS (1-17)

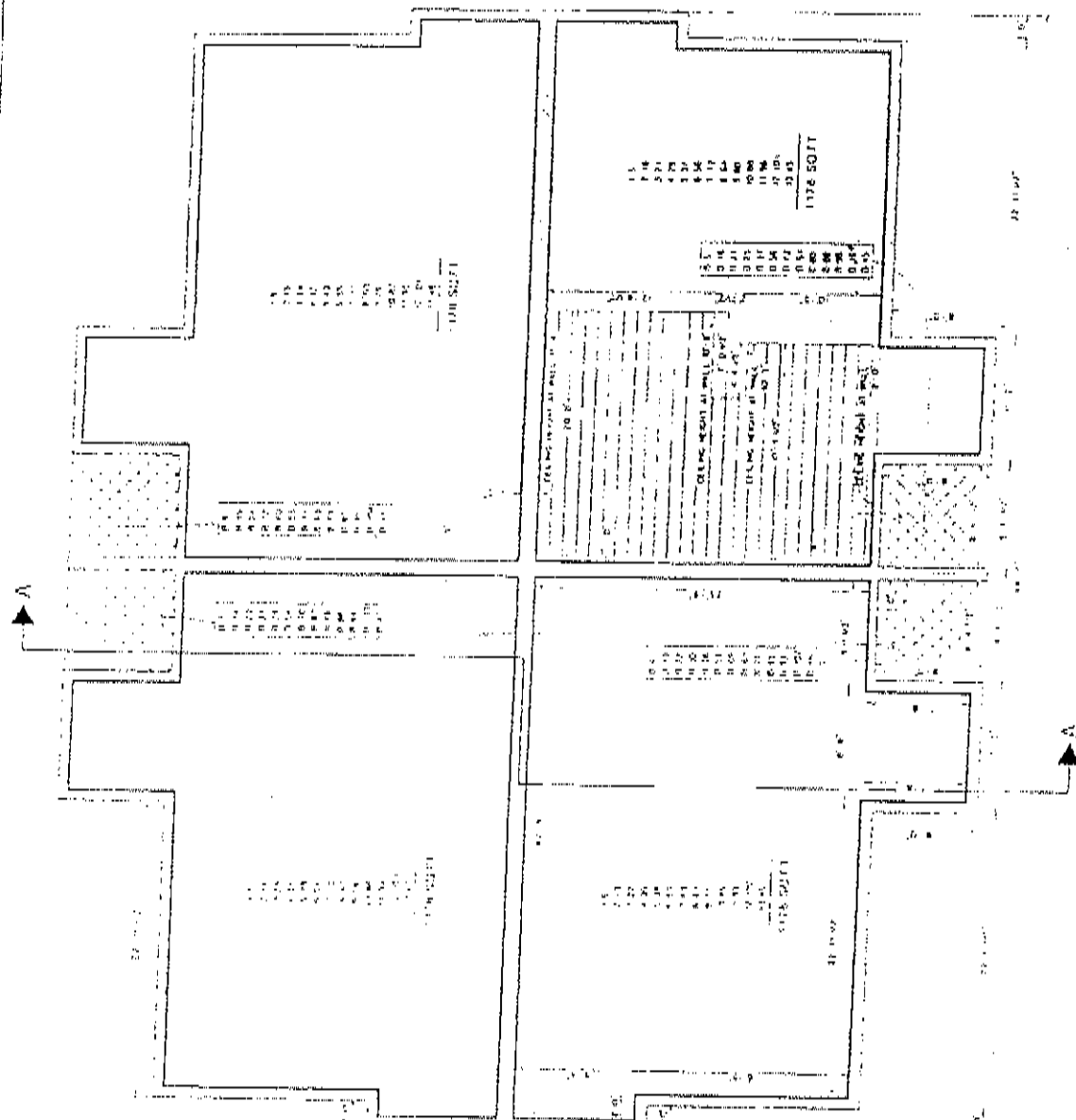
LI 22423 PA 712



NORTHON
A MEMBER OF THE FARMERS
FEDERATION OF AMERICA
FIRST FLOOR PLAN

1947 Dec 4 11

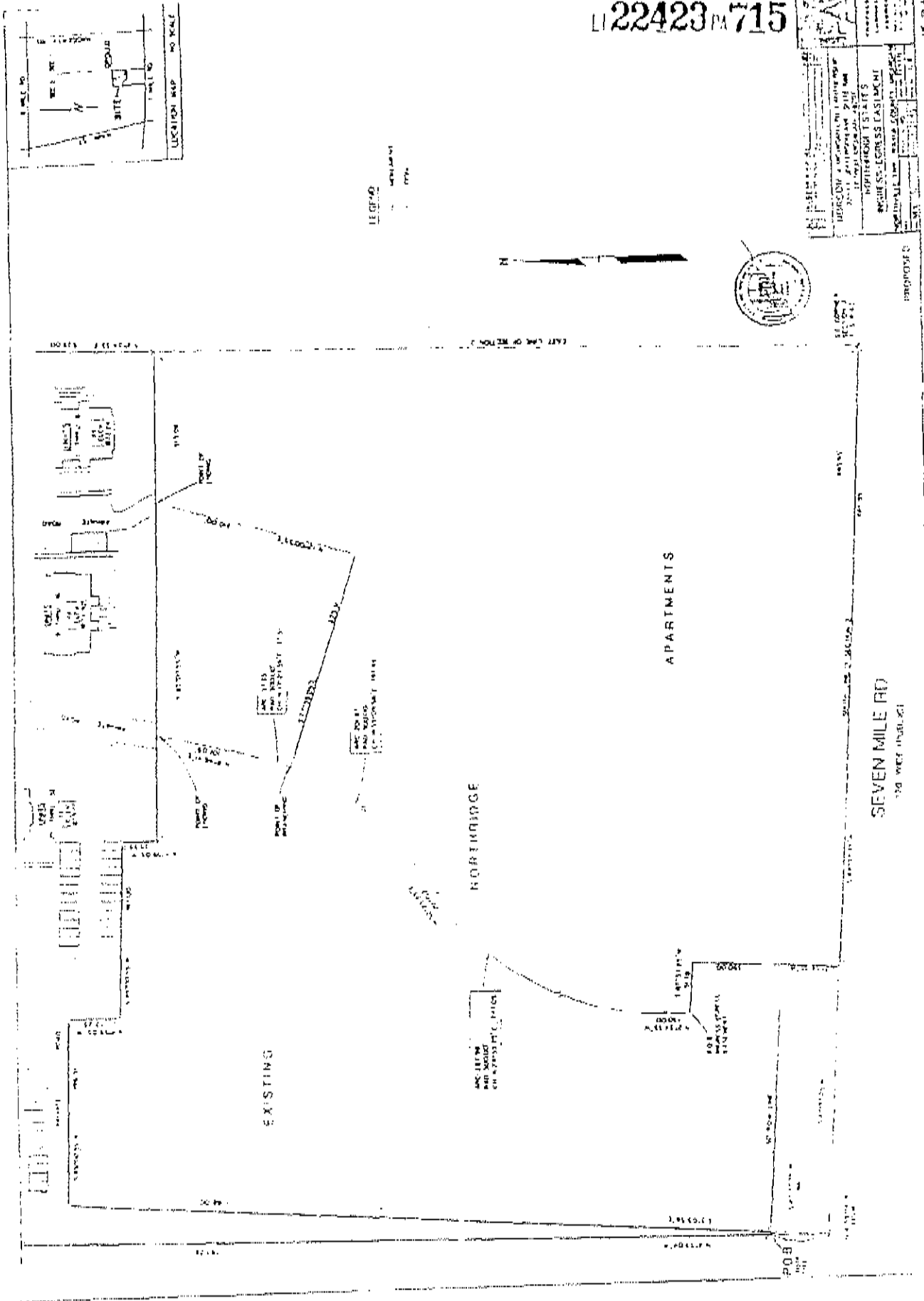
Condominium: Subdivision Plan No. 1989

[illegible]

LI 22423 PA 715

RECORDING INFORMATION	
RECORDING OFFICE	RECORDING DATE
RECORDING NUMBER	RECORDING FEE
PROPERTY INFORMATION	
PROPERTY ADDRESS	PROPERTY TYPE
PROPERTY AREA	PROPERTY VALUE
APPROVALS	
APPLICANT	APPROVED
DATE	SIGNATURE

Condominium Subdivision Plan No. 188



93 042488

26360-457

NORTHBRIDGE ESTATES

FOURTH AMENDMENT TO MASTER DEED

Northridge Estates Homeowners Association, a Michigan nonprofit corporation, organized to manage and administer the affairs and Northridge Estates, a Condominium, pursuant to the Master Deed thereof, recorded at Liber 21989, Pages 236 through 277, inclusive; as amended by First Amendment to the Master Deed recorded at Liber 22188, Pages 475 through 484, inclusive; as amended by Second Amendment to the Master Deed recorded at Liber 22307, Pages 474 through 484; as amended by Third Amendment to the Master Deed recorded at Liber 22423, Pages 704 through 715, Wayne County Records, and known as Wayne County Subdivision Plan No. 188, hereby amends and restates Article VI, Section 5 of the Bylaws of Northridge Estates, being Exhibit "A" to the Master Deed, pursuant to the authority reserved to the Association to so amend in Article XVI, Section 3 of the Bylaws, being Exhibit "A" to the Master Deed of Northridge Estates. Said Bylaws being Exhibit "A" to the Master Deed of Northridge Estates, are amended as follows:

ARTICLE VI

RESTRICTIONS

Section 5. Pets. On and after the effective date of this Amended Section 5, no animal shall be maintained in the Condominium Project; provided, however, that those Co-owners maintaining animals in conformance with Article VI, Section 5 of the Bylaws as of the effective date of this Amended Section 5 shall be permitted to continue to maintain said animals in accordance with the provisions of this Section; provided, further however, that such animals shall not be replaced. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this

26360-457

EXAMINED AND APPROVED
DATE FEB 19, 93
BY [Signature] - N/C
DANIEL R. LANE
PLAT ENGINEER

93 042488

Section or by any applicable rules and regulations of the Association. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Board of Directors of the Association may assess fines for such violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

In all other respects, other than is hereinabove indicated, the initial Master Deed of Northridge Estates, as amended, including the Bylaws attached thereto as Exhibit "A", and the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded as aforesaid, is hereby ratified, affirmed and redeclared.

WITNESSES:

Kathleen L. Bilpo
Kathleen L. Bilpo

Judi J. Kim
Judi J. Kim

NORTHRIDGE ESTATES
HOMEOWNERS ASSOCIATION,
a Michigan nonprofit corporation.

By: Lily-Ann Beament
Lily-Ann Beament,
Its President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Fourth Amendment to Master Deed of Northridge Estates, was acknowledged before me, a notary public, on this 17th day of February, 1993, by Lily-Ann Beament, President of Northridge Estates Homeowners Association, a Michigan nonprofit corporation, who acknowledged the within instrument, based upon the authority given to her pursuant to a vote of the members of Northridge Estates Homeowners Association tallied on January 15, 1993, at which time the within Amendment was approved by at least sixty six and two-thirds (66-2/3) of all co-owners, and that the within Amendment is executed and signed as her free act and deed on behalf of the Association.

M. Katherine Michael
M. Katherine Michael, Notary Public
Oakland County, Michigan
My Commission Expires: 8-21-94

FOURTH AMENDMENT TO MASTER DEED
DRAFTED BY AND WHEN RECORDED RETURN TO:
Robert M. Meisner, Esq.
Meisner and Hodgdon, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, MI 48025-4506
(313) 644-4433
DATED: February 17, 1993

RMMMKM\jk2\dl\condo\vx-amend.4

93 042488

26360-457

NORTHBRIDGE ESTATES

FOURTH AMENDMENT TO MASTER DEED

Northridge Estates Homeowners Association, a Michigan nonprofit corporation, organized to manage and administer the affairs and Northridge Estates, a Condominium, pursuant to the Master Deed thereof, recorded at Liber 21989, Pages 236 through 277, inclusive; as amended by First Amendment to the Master Deed recorded at Liber 22188, Pages 475 through 484, inclusive; as amended by Second Amendment to the Master Deed recorded at Liber 22307, Pages 474 through 484; as amended by Third Amendment to the Master Deed recorded at Liber 22423, Pages 704 through 715, Wayne County Records, and known as Wayne County Subdivision Plan No. 188, hereby amends and restates Article VI, Section 5 of the Bylaws of Northridge Estates, being Exhibit "A" to the Master Deed, pursuant to the authority reserved to the Association to so amend in Article XVI, Section 3 of the Bylaws, being Exhibit "A" to the Master Deed of Northridge Estates. Said Bylaws being Exhibit "A" to the Master Deed of Northridge Estates, are amended as follows:

ARTICLE VI

RESTRICTIONS

Section 5. **Pets.** On and after the effective date of this Amended Section 5, no animal shall be maintained in the Condominium Project; provided, however, that those Co-owners maintaining animals in conformance with Article VI, Section 5 of the Bylaws as of the effective date of this Amended Section 5 shall be permitted to continue to maintain said animals in accordance with the provisions of this Section; provided, further however, that such animals shall not be replaced. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this

EXAMINED AND APPROVED
DATE FEB 19, 93
BY [Signature] - N/C
DANIEL P. LANE
PLAT ENGINEER

93 042488

26360-457

Section or by any applicable rules and regulations of the Association. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Board of Directors of the Association may assess fines for such violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

In all other respects, other than is hereinabove indicated, the initial Master Deed of Northridge Estates, as amended, including the Bylaws attached thereto as Exhibit "A", and the Condominium Subdivision Plan attached thereto as Exhibit "B", recorded as aforesaid, is hereby ratified, affirmed and redeclared.

WITNESSES:

Kathleen L. Bilpo
Kathleen L. Bilpo

Judi J. Kim
Judi J. Kim

NORTHRIDGE ESTATES
HOMEOWNERS ASSOCIATION,
a Michigan nonprofit corporation.

By: Lily-Ann Beament
Lily-Ann Beament,
Its President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing Fourth Amendment to Master Deed of Northridge Estates, was acknowledged before me, a notary public, on this 17th day of February, 1993, by Lily-Ann Beament, President of Northridge Estates Homeowners Association, a Michigan nonprofit corporation, who acknowledged the within instrument, based upon the authority given to her pursuant to a vote of the members of Northridge Estates Homeowners Association tallied on January 15, 1993, at which time the within Amendment was approved by at least sixty six and two-thirds (66-2/3) of all co-owners, and that the within Amendment is executed and signed as her free act and deed on behalf of the Association.

M. Katherine Michael
M. Katherine Michael, Notary Public
Oakland County, Michigan
My Commission Expires: 8-21-94

FOURTH AMENDMENT TO MASTER DEED
DRAFTED BY AND WHEN RECORDED RETURN TO:
Robert M. Meisner, Esq.
Meisner and Hodgdon, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, MI 48025-4506
(313) 644-4433
DATED: February 17, 1993

RMM\MKM\jk2\d:\condo\wx-amend.4

ZELMANSKI, DANNER & FIORITTO, PLLC

ATTORNEYS AND COUNSELORS AT LAW
44670 ANN ARBOR ROAD, SUITE 170
PLYMOUTH, MICHIGAN 48170

TEL (734) 459-0062 FAX (734) 459-5313
WWW.ZDFATTORNEYS.COM

EDWARD J. ZELMANSKI
GREGORY J. FIORITTO
TRACY N. DANNER-BOND
LEE S. SCHOFIELD
MARK B. DAVIS*
PAUL C. SCHULTZ
MELISSA D. FRANCIS
JOHN D. GWYN

*Also admitted to Florida Bar

MACOMB COUNTY OFFICE

50 CROCKER BLVD., SUITE 100
MT. CLEMENS, MICHIGAN 48043
TEL (586) 465-1330
FAX (586) 493-9433

RICHARD L. WAGNER, JR.
SHANE F. DIEHL

DATE: MAY 25, 2017

TO: ALL CO-OWNERS
NORTHRIDGE ESTATES HOMEOWNERS ASSOCIATION

FROM: GREGORY J. FIORITTO of ZELMANSKI, DANNER & FIORITTO, PLLC

RE: NOTICE OF RECORDING OF AMENDMENTS TO BYLAWS, ARTICLE VI, SECTIONS 2
AND 15 PURSUANT TO MICHIGAN CONDOMINIUM ACT, MCL § 559.191

Dear Co-owner:

As you may already know, our law firm is retained as the Association's legal counsel. Enclosed please find a copy of the Fifth Amendment to Master Deed for Northridge Estates Condominium, which we recently recorded with the Wayne County Register of Deeds.

In accordance with the Condominium Act, MCL § 559.190, these amendments were approved as of November 22, 2016 by two-third of the co-owners in the Condominium who were eligible to vote. The amendments were then approved by two-thirds of the first mortgagees of units in the Condominium on May 3, 2017. The recording and distribution of these amendments to the owners completes the amendment process.

Please note that under the new Art. VI, Sec. 2 (f), no more than 32 units may be rented in the Condominium at any given time. Units which are solely occupied by non-co-owner occupants count toward the leasing limit. Units which are already leased or occupied as of the date of the recording of the amendments are exempt from the leasing limit under Sec. 2 (f) (i) provided that the lease or occupancy satisfies the definition of an "Existing Lease" under Sec. 2 (f) (iii) (see more information below).

Also, under the new Art. VI, Sec. 15, no co-owner may own more than 2 units in the Condominium. Any unit owner who owns more than 2 units in the Condominium as of the date of the recording of the Amendment is exempt from this restriction insofar as those specific units are concerned.

**NOTICE TO ALL OWNERS OF UNITS
CURRENTLY OCCUPIED BY RENTERS OR NON-CO-OWNER OCCUPANTS:**

In order for a lease to qualify as an exempt "Existing Lease," the co-owner must have the written lease for the unit on file with the Association. If you are leasing out your unit currently but your written lease is not already on file with the Association, then you must execute a written lease with your tenant and provide it to the Association within 30 calendar days of the date of this letter.

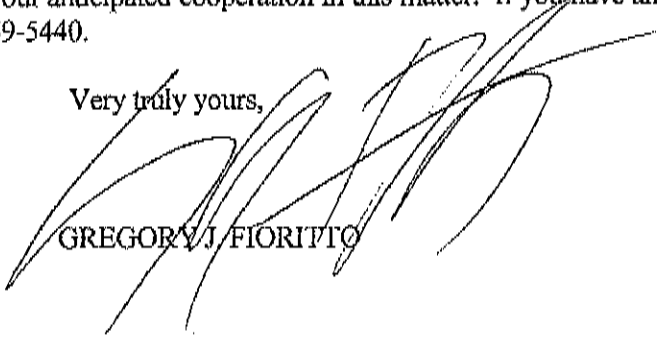
If your unit is not being rented but is currently occupied solely by a non-co-owner occupant (i.e., your unit is solely occupied by someone besides yourself but that person is not paying you any rent), then you must still provide the Association with certain information about the occupant as required by Art. VI, Sec. 2 (c) to the extent that you have not already done so.

Please be advised that co-owners who do not comply with the above requirements will be fully subject to the new leasing restrictions and rental cap, as their units will not be granted "Existing Lease" status under the new Bylaws. Failure to comply with these requirements may result in the eviction of any tenants and/or occupants who are not residing in a unit pursuant to a valid Existing Lease.

Please submit all information required by the amended Art. VI, Sec. 2 about any renters and/or non-co-owner occupants residing in your unit to Herriman & Associates, Inc., 41486 Wilcox Rd., Plymouth, MI 48170, Attn: Ms. Helene Haratsaris, Community Association Manager.

The Board of Directors thanks you for your anticipated cooperation in this matter. If you have any questions, you may direct them to Ms. Haratsaris at 734-459-5440.

Very truly yours,



GREGORY J. FIORITTO

GJF

17 MAY-16 PM 4:14

Bernard J. Youngblood
Wayne County Register of Deeds

2017202771 L: 53729 P: 534
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EXAMINED AND APPROVED

DATE MAY 16 2017

BY SLK N/C

AMY L. MILLER-VANDAWAKER

PLAT ENGINEER



FIFTH AMENDMENT TO MASTER DEED NORTHTRIDGE ESTATES CONDOMINIUM

This Fifth Amendment to Master Deed of Northridge Estates Condominium is made and executed on this 10th day of May, 2017, by the Northridge Estates Homeowners Association, a Michigan nonprofit corporation, whose address is c/o Herriman & Associates, Inc., 41486 Wilcox Rd., Plymouth, MI 48170.

WHEREAS, Northridge Estates Condominium was established as a residential condominium project in the Township of Northville, County of Wayne, State of Michigan, and designated as Wayne County Condominium Subdivision Plan No. 188, by the recording of a Master Deed on April 26, 1984, in Liber 21989, Pages 236 through 277, inclusive, Wayne County Records; and First Amendment to Master Deed recorded on November 1, 1984, in Liber 22188, Page 475 through 484, inclusive, Wayne County Records; and Second Amendment to Master Deed recorded on March 13, 1986, in Liber 22307, Pages 474 through 484, inclusive, Wayne County Records; and Third Amendment to Master Deed recorded on July 5, 1985 in at Liber 22423, Pages 704 through 715, inclusive, Wayne County Records; and Consolidating Master Deed recorded in Liber 24606, Page 737 through 773, inclusive, Wayne County Records; and Fourth Amendment to Master Deed recorded on February 19, 1993, in Liber 26360, Page 457 through 458, inclusive, Wayne County Records; and Second [sic] Amendment to the Consolidating Master Deed recorded on December 14, 2011, in Liber 49509, Page 565, Wayne County Records; and,

WHEREAS, Northridge Estates Condominium is administered by the Northridge Estates Homeowners Association, the Michigan non-profit corporation designated to administer the affairs of the condominium project pursuant to said Master Deed as well as the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act"); and

WHEREAS, amendments to Article VI, Section 2 of Condominium Bylaws ("Exhibit A" to the Master Deed) and the addition of a new Article VI, Section 15 to the Bylaws were duly proposed, adopted and approved by the requisite majority of the co-owners on November 22, 2016, in accordance with MCL 559.190 of the Act; and

WHEREAS, the first mortgagees of record also approved said amendments, in accordance with the procedures and requirements of MCL 559.190a of the Act, on May 3, 2017;

SLK 5-16-17 N/C

NOW, THEREFORE, the following Sections of the Bylaws shall completely supersede and replace the previously recorded corresponding Sections of the Condominium Bylaws, including any all amendments to those Sections of the Bylaws adopted prior to the date of this amendment (if any);

Article VI, Section 2 of the Bylaws is hereby amended and restated in its entirety to read as follows:

Section 2. Leasing and Rental.

(a) **General – Right to Lease.** A Co-owner may lease his/her Unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee for a minimum initial term of not less than one (1) year. If the Association acquires title to any Unit (whether via foreclosure or otherwise) as a result of or in relation to the Association's effort to collect amounts owed on the Unit's account, such an Association-owned Unit shall be exempt from the one-year minimum initial lease term requirement. All leases must be set forth in writing and shall be signed and dated by the Co-owner and his or her tenant(s). No subleasing of a Unit shall be allowed. No rooms within a Condominium Unit may be rented and no transient tenants may be accommodated in any event. For purposes of these Bylaws, a "transient tenant" is any non-co-owner who resides in a Condominium Unit for less than 30 days. Co-owners of rented Units may not provide any services to their tenants that might be commonly associated with hotels.

Any mortgage lender who acquires title to a Unit via foreclosure or a deed in lieu shall be exempt from the restrictions against leasing contained in this Article VI, Section 2 to the extent that such an exemption would be required in order for these Bylaws to comply with the standards and rules for mortgage lending, insuring and/or underwriting currently followed by the U.S. Department of Housing, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association.

To the extent that any provision set forth in these Bylaws regarding leasing is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("VA Mortgage Financing"), such provision shall not apply to any Unit that is: (i) encumbered by VA Mortgage Financing, or (ii) owned by the Department of Veterans Affairs.

(b) **Leasing Procedures.** An exact copy of the co-owner's proposed written lease shall be provided to the Association at least ten (10) days prior to presenting it to the tenant for execution, and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents, including the Association's rules and regulations. All leases, occupancy agreements and arrangements shall be deemed to incorporate all of the provisions of the Condominium Documents.

Unless otherwise specifically set forth herein (such as in Section 2 (c) below), for all purposes of these Bylaws the term "lease" shall mean and refer to any occupancy agreement or arrangement whereby a Unit is occupied by any non-Co-owner occupant or lessee whether or not the arrangement has been reduced to writing, and regardless of whether rent or other consideration is being paid (or is required to be paid) to the Co-owner. The term "leased unit" shall mean any Unit that is solely occupied by non-co-owner occupants or lessees.

(c) **Non-Co-owner Occupants (other than Renters).** If any owner intends to permit any non-Co-owners to solely occupy his or her unit but the Unit is not going to be leased or rented, the Co-Owner shall nevertheless provide the following information in writing to the Association at least 10 days prior to allowing any such non-co-owner occupants to take occupancy of the Co-owner's Unit:

(i) The full name, address, and contact information of all non-co-owner occupants that will be occupying the unit; and

(ii) A summary of the terms of the occupancy arrangement under which such occupants will occupy the Unit, including the expected duration of the occupancy.

(d) **Violation of Condominium Documents by Tenants or Non-Co-owner Occupants.** If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(iii) If after fifteen (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 non-Co-owner occupant and for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Unit or the Condominium and for reasonable legal fees incurred by the Association in connection with legal proceedings hereunder.

(e) **Arrearage in Condominium Assessments.** When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(i) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) initiate proceedings pursuant to MCL 559.212(4) (b).

(f) **Limitations on Units That May be Rented; Definition of "Total Leased Units"; General Exemptions; Exempt Transfers of Title; Definition of "Existing Lease".** No more than

thirty-two (32) of the Units in the Condominium may be rented simultaneously at any given time (the "Leasing Limit" for purposes of these Bylaws). In determining whether the total number of leased Units within the Condominium exceeds the Leasing Limit at any given time, the Association shall include in the total number of leased Units all of those Units that remain subject to Existing Leases (as defined later herein) as well as all other Units leased out by Co-owners after the enactment of these amendments (collectively, the "Total Leased Units"). Any Units which are solely occupied by non-Co-owner occupants who are not renters (such as those non-Co-owner occupants identified in Section (c) above) also shall be included in the number of Total Leased Units under this Paragraph. Any Units being leased out by any bank or mortgage lender, the U.S. Department of Housing, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Department of Veterans Affairs who took title to the Units via foreclosure or a deed in lieu shall not be included in calculating the number of Total Leased Units under this Paragraph. Likewise, any Units being leased out by the Association shall not be included in calculating the number of Total Leased Units under this Paragraph.

(i) **General Exemptions.** Any written lease existing between a Co-owner and his or her tenant as of the date of the recording of this amendment shall not be affected by this rental limitation, provided that the lease, the Co-owner and his or her tenant are otherwise in full compliance with all relevant provisions of these Bylaws. Any Co-owner that is a party to any Existing Leases at the time of the recording of these amendments shall continue to have the right to lease out any of the Co-owner's Units that were the subject of such Existing Leases regardless of any of the restrictions against leasing contained in Sections (f) through (h) herein (including, but not limited to, the Leasing Limit) until the Co-owner sells, conveys or otherwise becomes divested of title to said Units, at which point the Units shall become fully subject to all such leasing restrictions. Any and all subsequent owners of such Units shall have to follow the waitlist and other relevant procedures stated herein before being able to lease out the Units.

Any Unit to which the Association acquires title (whether via foreclosure or otherwise) as a result of or in relation to the Association's effort to collect amounts owed on the Unit's account shall be exempt from the restrictions on leasing contained in Sections (f) through (h) herein, including (but not limited to) the Leasing Limit restriction.

(ii) **Exempt Transfers of Title.** The addition of a Co-owner's spouse, son or daughter to the title of any Unit that was subject to an Existing Lease shall not be considered a sale, conveyance or divestiture of the Co-owner's title to the Unit for purposes of this Section (f). Notwithstanding any of the foregoing provisions, a transfer of title to a Unit that is solely between (a) Co-owner(s) and his or her spouse, son(s) and/or daughter(s) (or any combination thereof) shall not result in the loss of a Co-owner(s)' right to continue leasing out a Unit that was subject to an Existing Lease.

A Co-owner's transfer of ownership of any Unit that was subject to an Existing Lease to a separate legal entity shall not result in the loss of the Co-owner's right to continue leasing said Unit under this Section (f) provided that the legal entity is not owned (in whole or in part) by anyone other than the transferring Co-owner(s) and/or his or her spouse, sons and/or daughters (or any combination thereof). If the transferee entity is a corporation, then all of the shareholders and directors of the entity must either be Co-owners of the Unit or the spouses, sons and/or daughters of Co-owners. If the transferee entity is a limited liability company, then all of the members of the company must be Co-owners of the Unit or the spouses, sons and/or daughters of Co-owners. If the transferee entity is a partnership, then all of the partners of the partnership must be Co-owners of the Unit or the spouses, sons and/or daughters of Co-owners. If the entity is a trust, then all of the beneficiaries of the trust must be Co-owners of the Unit or the spouses, sons and/or daughters of the Co-owners.

Any testamentary transfer of ownership of a Unit which takes effect upon the death of the transferring Co-owner by operation of law or via a legal instrument or devise (such as via the Co-owner's will or trust) shall not result in the loss of the deceased Co-owner's exemption from the leasing restrictions granted under Section (f) (i) above provided that ownership to the Unit does not vest in anyone other than the deceased Co-owner's spouse, sons and/or daughters (or any combination thereof) as a result of such transfer.

(iii) **Definition of "Existing Lease".** For all purposes of these Bylaws, the term "Existing Lease" shall mean and include any written or oral lease for a Unit executed by a Co-owner and his or her tenant(s) prior to the date of the recording of this amendment, subject to the further restrictions contained in this paragraph. If a copy of a Co-owner's written lease for his or her Unit is not already on file with the Association at the time of the recording of this amendment, then the Co-owner must provide the Association with a written copy of said lease within thirty (30) calendar days of the date of the Association's mailing of these amended Bylaws to the Co-owners in order for such a lease to qualify as an "Existing Lease." If a Co-owner's lease with his or her tenant(s) is not in writing as of the date of the recording of this amendment, then the Co-owner and his or her tenant(s) must execute a written lease for the Unit and provide a copy of said written lease to the Association within thirty (30) calendar days of the date of the Association's mailing of these amended Bylaws to the Co-owners in order for such a lease to qualify as an "Existing Lease." Any leases that do not fully comply with all of the requirements of this paragraph shall not constitute "Existing Leases" for purposes of these Bylaws.

Any Unit which is solely occupied by non-co-owner occupants who are not paying rent shall also constitute "Existing Leases" for purposes of Section (f) as long as the Co-owner of the Unit provides the Association with the information specified in Section (c) herein within thirty (30) calendar days of the date of the Association's mailing of these amended Bylaws to the Co-owners.

(g) **Waitlist Procedure.** The Board shall maintain a list of all of the approved leased Units in the Condominium, in addition to a waiting list of those Co-owners who, on a first-come, first-serve basis, wish to lease their units. In the event that any Co-owner applies for approval of a lease that would result in the number of Total Leased Units in the Condominium exceeding the Leasing Limit, the Board shall disapprove the request and shall place the Co-owner's name on the waiting list.

Any Co-owner who has an approved lease shall forfeit his or her right to lease to the next Co-owner on the waiting list should that Co-owner fail to execute a lease renewal or extension with the Co-owner's existing Tenant and provide the Board with a copy of the executed lease renewal or extension 15 days prior to the expiration of the tenant's existing lease term, or (if the Co-owner does not choose to renew or extend the existing Tenant's lease) the Co-owner fails to execute a lease with a new Tenant within one (1) year from the expiration of the Co-owner's existing approved lease. The requirements of this paragraph shall not apply to any unit leased by a Co-owner if the Co-owner chooses to renew or extend his or her tenant's lease of that unit on a month-to-month basis with the same tenant (or tenants) after the expiration of the lease's initial one-year term.

The next Co-owner on the waiting list shall have the right to lease his or her Unit whenever the number of Total Leased Units in the Condominium is reduced below the Leasing Limit. If the next Co-owner on the waiting list does not wish to lease his or her Unit, or if he or she is unable to execute a lease with a tenant within one (1) year from the date on which the lease allocation became available, then he or she shall forfeit his or her respective place on the waiting list. In the event of any sale, conveyance or other transfer of a leased Unit, any and all of the Co-owner's existing rights to lease the Unit shall terminate and shall

not be transferred with the Unit to the purchaser or grantee of said Unit (subject to the exemptions contained elsewhere in this Section 2). Such a purchaser or grantee of a Unit may not lease the Unit without fully complying with all of the other restrictions on leasing contained in this Article VI, Section 2.

(h) **Board's Authority to Allow Temporary Leasing for Objectively Verifiable Hardships.** Even if a proposed rental would result in the number of Total Leased Units in the Condominium exceeding the Leasing Limit or would otherwise violate any of the restrictions against leasing contained in this Article IV, Section 2, the Board of Directors may approve the temporary leasing or rental of the proposed Unit and may grant such other exemptions from the restrictions against leasing contained in this Article IV, Section 2 as may be appropriate if one of the following circumstances is documented in a written request submitted to the Board of Directors:

- (i) the Co-owner needs to relocate because of a job transfer more than fifty miles from his or her current job location;
- (ii) the Co-owner has died, and the Co-owner's personal representative or trustee desires to lease or rent the unit during the administration of the estate or trust of the deceased Co-owner;
- (iii) the Co-owner has been called to active duty in the armed forces of the United States;
- (iv) the Co-owner has been transferred to an extended care medical facility; or
- (v) any other objectively verifiable hardships.

The Board may adopt further Rules and Regulations as might be relevant to the application and/or enforcement of the provisions of this Article VI, Section 2.

A new Section 15 is hereby added to Article VI of the Condominium Bylaws, which shall read as follows:

Section 15. Limitation on Number of Units A Co-owner May Own. Subject to the exception of mortgage lenders that acquire title to Units via foreclosure, no Co-owner may own more than two (2) Units within the Condominium, regardless of whether the Co-owner is an individual or a legal entity. An individual may not circumvent this restriction by acquiring title or beneficial ownership to multiple Units in the Condominium through the use of a separate legal entity or entities. Any individual who has any interest (ownership or otherwise) in any legal entity or entities that own Units in the Condominium shall be deemed to be the "Co-owner" of any and all of such entity-owned Units for purposes of this Section 15. Any Co-owner who owns more than two Units in the Condominium at the time of the recording of these Bylaws is exempt from this restriction insofar as such Units are concerned; however, any such Co-owner may not acquire title to any additional Units at the Condominium beyond those already owned at the time of the recording of these amendments if doing so would result in the Co-owner owning more than two Units in the Condominium.

In all other respects, the Condominium Bylaws are hereby ratified, re-declared and affirmed.

NORTHBRIDGE ESTATES HOMEOWNERS
ASSOCIATION

By: 

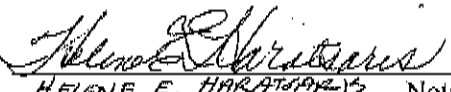
WILLIAM ARELLA, President

^
F.

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

The foregoing Fifth Amendment to the Master Deed of Northridge Estates Condominium was acknowledged before me, a notary public on 10th day of May, 2017, by WILLIAM ARELLA, known to me to be the President of Northridge Estates Homeowners Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by the affirmative votes of the co-owners of the Association, and that he has executed this Fifth Amendment to the Master Deed as his own free act and deed on behalf of the Association.

HELENE E. HARATSARIS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Feb. 24, 2019
Acting in the County of WAYNE


HELENE E. HARATSARIS, Notary Public
OAKLAND County, Michigan
My commission expires: FEB 24, 2019
Acting in the County of Wayne

DRAFTED BY AND WHEN RECORDED
RETURN TO:

GREGORY J. FIORITTO (P61893), OF
ZELMANSKI, DANNER, & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170,
PLYMOUTH, MI 48170