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Bernard J. Youngblood
Wayne County Register of Deeds
October 12, 2010 02:42 PM
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FIRST AMENDMENT TO CONSOLIDATED MASTER DEED OF NORTHRIDGE VILLAS CONDOMINIUM

WHEREAS, Northridge Villas Association, the Michigan non-profit corporation organized to administer, operate, manage and maintain Northridge Villas Condominium, a condominium project established pursuant to the Consolidated Master Deed as recorded on February 18, 1991, in Liber 25011, Page 880 through 930, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 233; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership on September 9, 2010 in accordance with the requirements of MCL 559.190;

NOW, THEREFORE, the attached Amended and Restated Bylaws (Exhibit A to the Consolidated Master Deed) supersede and replace the Condominium Bylaws that were attached as Exhibit A to the Consolidated Master Deed and any amendments to that document adopted prior to the date of this amendment.

In all other respects, other than as hereinabove indicated, the Consolidated Master Deed of Northridge Villas Condominium and Condominium Bylaws (Exhibit A to the Consolidated Master Deed)

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EXAMINED AND APPROVED

DATE OCT 12 2010

BY MPM N/C

NORMAN C. DUPUIE

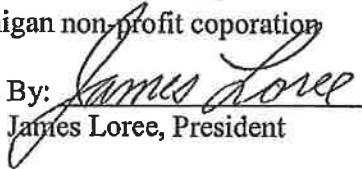
PLAT ENGINEER

Wayne County Treasurer 10-12-10

recorded as aforesaid are hereby ratified, confirmed and redeclared.

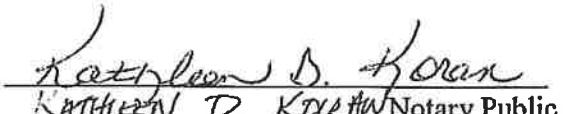
NORTHRIDGE VILLAS ASSOCIATION,
a Michigan non-profit corporation

Executed: September 30, 2010

By: 
James Loree, President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing First Amendment to the Consolidated Master Deed of Northridge Villas Condominium was acknowledged before me, a notary public, on the 30 day of September, 2010 by James Loree, known to me to be the President of Northridge Villas Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that he has executed this First Amendment to Master Deed as his own free act and deed on behalf of the Association.


KATHLEEN D. KORDAN Notary Public
State of Michigan, County of Wayne
My commission expires: 8-25-2011
Acting in the County of Wayne

DRAFTED BY AND WHEN RECORDED
RETURN TO:
D. DOUGLAS ALEXANDER (P29010)
ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170

NORTHRIDGE VILLAS

AMENDED AND RESTATED CONDOMINIUM BYLAWS

EXHIBIT "A" TO THE MASTER DEED

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association. Northridge Villas Condominium, a residential Condominium located in the Township of Northville, County of Wayne, State of Michigan, hereinafter the "Condominium", shall be administered by an Association of Co-owners which shall be a nonprofit 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Membership; No Refunds of Reserves. Each Co-owner shall be a member of the Association 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 the Co-owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium 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 pursuant to 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 shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, 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; Additional Assessments.** 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, insurance, management and maintenance, repair and replacement of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

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 additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

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

(1) to pay the costs of operation, management, maintenance and repair of the Condominium;

(2) to provide replacements of existing Common Elements;

(3) to provide additions to the Common Elements not exceeding One Thousand Dollars (\$1,000.00), in the aggregate, annually, 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 or special assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(b) **Special Assessments.** Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, 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 (and not repair or replacement of) the Common Elements of an aggregate cost exceeding One Thousand Dollars (\$1,000.00), per year;

(2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;

(3) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among and paid by the Co-owners, 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 Twenty-five Dollars (\$25.00) 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.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. Enforcement. 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, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose 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 Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold 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 Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or

their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special 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 ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of 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. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (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 Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (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 Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer 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 the Co-owner's 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 person claiming under such Co-owner as provided by the Act.

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.

Section 7. 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 8. 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 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

(a) A construction lien (mechanic's lien) for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A construction lien (mechanic's lien) for work authorized by the Association of Co-owners may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(c) A construction lien (mechanic's lien) may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted by the Association of Co-owners.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs 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 five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, 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 tax liens on the Condominium Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

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 Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the

parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section I 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. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV

INSURANCE

Section 1. Basic Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, directors and officers liability insurance, workers compensation and employers liability insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

Section 2. Insurance Responsibilities of the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Each Co-owner shall be required to obtain their own policy, Form HO-6. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association.

Section 3. Specific Property Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners.

(a) Property Coverage. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy; vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, 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 include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire

Condominium with appropriate provisions in order that no coinsurance 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 and 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 the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(b) **General Liability Insurance.** General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(c) **Directors and Officers Liability Insurance.** Directors and officers liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

Section 4. Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

Section 5. 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 6. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. 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, distribute the proceeds 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-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **One or More Units Tenantable.** In the event 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 unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless sixty-seven (67%) percent or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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 51% percent of the Co-owners in number and in value shall consent to do otherwise.

Section 3. Co-owner and Association Responsibilities. In the event 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 Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, water softeners, water filters and water heaters, if any.

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all window and door screens, all interior doors and related hardware within the individual Unit and all related locks and hardware.

(c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell systems (all components inside and out of Unit), lighting fixtures, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches.

(d) All plumbing fixtures including sump pumps, commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers.

(e) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

(f) All improvements and decorations including, but not limited to, all interior surfaces, paint, wallpaper, paneling, carpeting, linoleum and trim.

(g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(h) All Privacy Areas and everything within them such as decks and patios.

(i) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls such as fireplace combustion chambers, solar light tubes and skylights.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, 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 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. 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 mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. 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 5. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place 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 costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Section 6. Timely Reconstruction and Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) **Taking of Entire 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 owner and his/her mortgagee, they shall be divested of all interest in the Condominium. 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/her 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 fifty (50%) percent of all 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 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 Paragraph 6 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 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.

(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 8. Mortgages Held By FHLMC; Other Institutional Holders. 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 \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. 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

Section 1. Residential Use. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Northridge Villas. Subject to the foregoing and all other applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited.

Section 2. Leasing and Rental.

(a) 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:

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

(2) 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.

(3) 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 simultaneously 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 Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(b) 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 Condominium 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:

(1) 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.

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

(c) Notice Requirement.

A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. No such lease shall be for a term of less than six (6) months without the prior written approval of the Association. Only entire units may be rented/leased.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection

of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. 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.

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves 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 any nature that restrict such access and will have no responsibility for repairing 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 unsafe, unsanitary, unlawful or nuisance 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 be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's 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, the following: smoking in the interior common areas, the use of firearms, paint ball guns, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets/Animals. No animals except one (1) dog and/or one (1) cat shall be kept or be brought on to the Condominium Premises by any person unless with advance written approval of the Board. No animal may be kept or bred for any commercial purpose. 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.

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 Board 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 the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No animal which 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 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 Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association.

Section 6. Aesthetics; Outdoor Holiday Decorations. 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 porch. Garage doors shall be kept shut except for vehicle ingress and egress. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. December holiday decorations shall not be permitted prior to November 25 or after January 31. Halloween decorations shall not be permitted prior to the week before October 31 or after November 5. Decorations for patriotic holidays Memorial Day, July 4 and Labor Day shall be permitted for the weekend the holiday is observed. Decorations shall be permitted for one-day special occasions on the day of the event, such as for birthdays or graduation celebrations. The American Flag is permitted to be displayed by individual co-owners at any time, provided it is no larger than 3'x5'. All outdoor decorations must be maintained in good condition, and removed from sight when not in use. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Utilization of Common Elements. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements. Garage, yard and all other sales are strictly prohibited except that Co-owners may seek Board approval in writing for estate sales.

Section 8. Vehicles. No house trailers, recreational vehicles, or similar vehicles, such as commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles *other than* automobiles, motorcycles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, unless specifically approved by the Board of Directors or parked in an area specifically designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefore. Each Co-owner shall park one or two of their vehicles within their garage and any additional vehicles in the Limited Common Element driveway appurtenant to their Unit. Overnight parking on any street in the Condominium is prohibited subject to the Board's discretionary authority to grant temporary exceptions.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof. If the Board deems it necessary to alleviate any parking shortage arising from the keeping of more than two (2) vehicles by a number of Co-owners, it may temporarily or permanently prohibit the keeping of more than two (2) vehicles by any Co-owner or it may construct additional parking facilities and assess the expenses thereof to those Co-owners keeping more than two vehicles.

Section 9. Signs, Advertising. No signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without advance written approval of the Board of Directors. This prohibition includes, but is not limited to, "For Sale" signs, "Open" signs, "Garage Sale" signs and political signs. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Board of Directors.

Section 10. Rules/Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 11. 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 and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's 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 the Co-owner's 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. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the

Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing. Any such approved landscaping performed by the Co-owner and any such trees or shrubs planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or any flowers planted by the Co-owner. No artificial flowers, plants or trees may be used outside that are visible from the roadway. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Fences, hedges and walls shall not be constructed or placed on the common elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall be fully responsible for any and all damage resulting from failed wax rings, plumbing appliance seals, caulking and/or grout. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including but not limited to, the telephone, water, 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, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, 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 full 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). Natural gas and/or water shall not be wasted by any person and in the event of waste the Board of Directors shall have the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" shall mean and include gas or water consumption arising from the failure (whether intentional or by virtue of negligence) to maintain appliances and/or failure to secure doors and/or windows, as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. 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". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit upon request. The Association may also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. Upon request, 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 (1) vote for each Unit owned by such Co-owner.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. 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. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

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, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number 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 thirty percent (30%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot 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 ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, 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 fifty (50%) percent in number 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.

ARTICLE IX

MEETINGS

Section 1. Location; Procedure. Meetings of the Association shall be held at such 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 Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Condominium Bylaws, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of May such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows, unless otherwise determined by the Board of Directors:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Other business.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of a majority of the Board of Directors or upon a petition signed by one-third (1/3) of the eligible 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 4. Membership Meeting Notices. 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 the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar 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 the Condominium 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. Proxy and written ballot forms shall be distributed with the first notice of all business meetings.

Section 5. Quorum. The presence in person or by proxy of thirty percent (30%) in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot 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 ballot is cast.

Section 6. Adjournment for Want of Quorum. 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 forty-eight (48) hours from the time the original meeting was called. At any such re-scheduled meeting the quorum requirement shall be reduced to ten percent (10%) of the Co-owners entitled to vote, except for voting on questions specifically provided herein to require a greater quorum.

Section 7. Appointment of Election Tellers. The Board of Directors shall appoint two (2) Co-owners who are not candidates or spouses or co-habitants of any candidates to serve as tellers of the ballots cast in every election, or with the consent of a majority of those in attendance, one or more representatives of the management company may serve as a ballot teller. It shall be the duty of such tellers to oversee the counting and tallying of the ballots so as to assure that the ballots are fairly and accurately handled and counted.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Eligibility; Compensation Prohibited. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord

who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

Section 2. Size, Terms of Office. The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve until their successors take office which shall be deemed to be at the time of their election. The term of office for each newly elected Director shall be two (2) years.

Section 3. Powers, Duties. The Board of Directors shall have all 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. In addition to the foregoing general 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) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

(b) To 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 apartment 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 and 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 more than fifty (50%) percent in number and in value of all of the members of the Association entitled to vote and present in person, by proxy or by written ballot.

(h) To establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Elements as required by the Act.

(i) To make rules and regulations in accordance with Article VI, Section 11 of the Condominium Bylaws.

(j) 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.

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

(l) The Board of Directors may employ for the Association a professional management agent 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 above, 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.

Section 4. Vacancies. Vacancies in the Board of Directors 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. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association. The Board shall consider past service to the Association as a factor in the selection of any of its appointees; no Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association. In the event that any director is absent for three board meetings in a row, he or she will be deemed to have resigned. Any director who is deemed to have resigned by three consecutive missed meetings may submit a written request for reconsideration within ten business days from the date of the third missed meeting. The remaining board members will consider any matters raised in the written request for reconsideration at its next regularly scheduled meeting and take what ever action it deems appropriate.

Section 5. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No other notice shall be necessary to the newly elected Directors to constitute a duly called first meeting.

Section 7. Regular Board 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, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, 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 one Director.

Section 9. 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 10. 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, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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 11. Fidelity Bonds/Employee Dishonesty Insurance. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds and/or property shall be covered by adequate fidelity bonds and/or employees dishonesty insurance purchased by the Association. The premiums on such bonds and/or insurance shall be expenses of administration. Such bonds and/or insurance shall not be less than the estimated maximum of funds held by the Association at any time, including maximum expected reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 13. Conflicts of Interest. In the event any director shall have any relationship with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such director shall have an affirmative duty to disclose such relationship or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

ARTICLE XI

OFFICERS

Section 1. Officers; Compensation Prohibited. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. 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. Officers shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties.

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.

Section 4. President. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She 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/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her 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/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval. Any Co-owner shall be entitled to obtain a copy of the approved and signed minutes except minutes of executive sessions of the Board; the Association shall have the right to require advance payment of the reasonable cost of providing requested copies of minutes.

Section 7. 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. The Treasurer shall review and oversee payment of all invoices. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds. All decisions concerning reserve funds shall be made by the Board and shall not be delegated to any third party. Withdrawals from reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law. He/She 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 depositaries as may, from time to time, be designated by the Board of Directors. The Treasurer shall appoint a Budget Committee comprised of one or more Co-owners and Directors selected at the discretion of the Treasurer which shall consult with the Treasurer and the Board as to all budget matters; the Board shall have the sole responsibility to approve the budget.

Section 8. Miscellaneous. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

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 XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification of Directors and Officers. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence. Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except as provided in Section 564c of the Business Corporation Act.

Section 2. Directors' and Officers' Liability Insurance. Whether or not the Association would have the power to indemnify the persons under Sections 561 and 562 of the Nonprofit Corporation Act, the

Association shall provide directors and officers liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XIV

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.

ARTICLE XV

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest 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 XVI

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. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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.

ARTICLE XVII

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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.

(b) **Recovery of Costs.** In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation.

(i) **Procedures.** Upon any violation being alleged by the Association, a written notice shall be sent to the offending Co-owner describing the facts constituting the alleged violation, the specific restriction alleged to have been violated and the notice shall set forth the date (no less than seven (7) days from the date of the notice), time and place for a hearing before the Board of Directors, at which the Co-owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation. The Board shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection.

(ii) **Fine Schedule.** Upon a determination that a material violation of any of the provisions of the condominium documents has occurred the following fines may be levied:

1st Violation - No fine shall be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.

2 nd Violation	-	\$ 50.00 fine
3 rd Violation	-	\$ 75.00 fine
4 th Violation	-	\$125.00 fine
5 th and subsequent Violations -		\$500.00 fine (each)

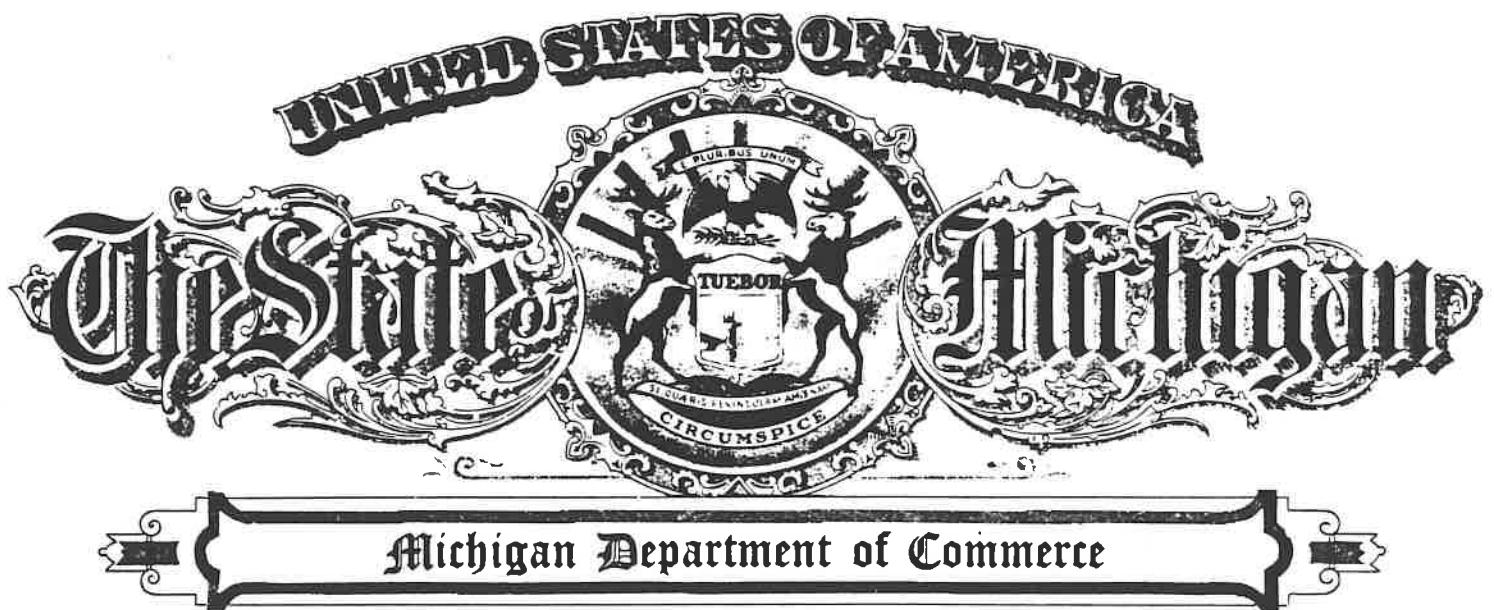
Section 2. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision,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

Section 3. 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.

ARTICLE XVIII

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 documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



Lansing, Michigan

This is to Certify That Articles of Incorporation of

NORTHRIDGE VILLAS ASSOCIATION

*were duly filed in this office on the 2ND day of NOVEMBER , 19 87 ,
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 2ND day
of NOVEMBER , 19 87*

[Handwritten Signature] Director

NON-PROFIT ARTICLES OF INCORPORATION

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 Villas 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 Villas, 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, 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 Richard D. Reynen.

ARTICLE V

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

ARTICLE VI INCORPORATOR

The name of the incorporator is C. Kim Shierk and her place of business is 505 North Woodward Ave., Suite 3000, Bloomfield Hills, Michigan 48013.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

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) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members 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 her membership shall terminate, as hereinafter provided.
 - (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) 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. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
 - (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 26th day of October, 1987.

/s/C. Kim Shierk

C. Kim Shierk, Incorporator

Michigan Department of Energy, Labor & Economic Growth***Filing Endorsement***

***This Is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT
for
NORTHRIDGE VILLAS ASSOCIATION***

ID NUMBER: 750286

***received by facsimile transmission on October 8, 2010 is hereby endorsed
Filed on October 11, 2010 by the Administrator.***

***The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.***



***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
In the City of Lansing, this 11TH day
of October, 2010.***

Director

ECS/CO-S11 (Rev. 12/03)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received (FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
D. Douglas Alexander

Address
44670 Ann Arbor Road Suite 170

City Plymouth State MI Zip Code 48170

EFFECTIVEDATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is: Northridge Villas Association

2. The identification number assigned by the Bureau is:

750286

3. All former names of the corporation are:

none

4. The date of filing the original Articles of Incorporation was: November 2, 1987

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Northridge Villas Association

ARTICLE II

The purpose or purposes for which the corporation is organized are:

Please refer to the attachment

ARTICLE III

1. The corporation is organized on a nonstock basis.
(stock or nonstock)

2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____.
If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

and the description and value of its personal property assets are: (if none, insert "none")
Cash deposits of \$384,573.13

(The valuation of the above assets was as of August 31, 2010)
The corporation is to be financed under the following general plan:

ARTICLE IV

- 1. The address of the registered office is:**

41486 Wilcox Road

(Great Examples)

Plymouth

100

48170

(ZIP Code)

2. The mailing address of the registered office, if different than above:

Street Address or E

初八

- 8-31-1999 10:00 AM

Henninen & Associates, Inc.

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

Please see attachment

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____,

By _____

(Signature of Authorized Officer or Agent)

(Type or Print Name)

- b. These Restated Articles of Incorporation were duly adopted on the 9th day

of September 2010. In accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)

- were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 30th day of September, 2010

By James L. Loree

(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

James L. Loree

(Type or Print Name)

President

(Type or Print Name)

**AMENDED AND RESTATED
NON-PROFIT
ARTICLES OF INCORPORATION**

**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 VILLAS CONDOMINIUM, 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 Corporation;
- (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, for any 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 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 Act 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 V EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VI 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 of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership;
- (b) Membership in the Corporation shall be established by acquisition of fee simple title or the interest of a land contract vendee as per MCL 559.106(l) 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 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.

ARTICLE VII

A volunteer Officer or Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of fiduciary duty as an Officer or Director, except for liability:

- (a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) resulting from a violation of MCLA 450.2551(1);
- (d) for any transaction from which the Officer or Director derived an improper personal benefit;
- (e) an act or omission occurring before the effective date if the provision grants limited liability.

(f) for any act or omission that is grossly negligent.

The Corporation assumes liability for all acts or omissions of volunteer Officers and Directors occurring on or after the date of these Restated Articles of Incorporation if all of the following are met:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (ii) The volunteer was acting in good faith.
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (iv) The volunteer's conduct was not an intentional tort.
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

**Northridge Villas Condominium Association
Northville, Michigan**

Rules and Regulations

Page 1 of 2

Date: 7/31/01

Authority

In accordance with the condominium By-Laws of the Master Deed, Northridge Villas Condominium Association, as established on the 9th Day of February, 1988 in accordance with the applicable laws of the State of Michigan. Under By-Laws Board of Directors, Article XI, Section 3, The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the condominium. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the powers and duties as outlined in By-Laws Board of Directors, Article XI, Section 3.

Regulation - Antennas, including Satellite Dish and Over the Air Reception Devices (OTARD)

Pursuant to the authority vested in the Board of Directors by the Condominium By-Laws Restrictions, Article VI, Section 3, no co-owner shall make alterations or structural modifications to his/her unit, or in any of the common elements, limited or general, including the erection of antennae without the unanimous written approval of the Board of Directors.

Not notwithstanding the provisions of the bylaws noted above, due to Federal Communication Commission (FCC) rulings, antennas may be installed in limited common areas, as noted below. The rules governing approval by the Board will not impair reception of an acceptable quality signal, unreasonably delay approval, or unreasonably increase the costs of installation and maintenance of the antenna on the limited common elements.

Requirements

The Board of Directors has adopted the following rules regarding installation of antennas, including satellite dish and over the air reception devices (OTARD). If you are interested in installing an antenna you must comply with the following rules:

The Federal Communications Commission (FCC) has ruled that community association property, typically general common elements, cannot be used for the installation of any antenna by an individual resident or owner without the community association's permission. However, individual resident owners can install such devices on individually owned or exclusively used area property, such as limited common elements which are assigned in the Master Deed Common Elements, Article 4, Section 2, for the exclusive, unshared use of the requesting co-owner. These limited commons elements include patios, decks, porches, and inside the unit. Note: A roof is considered common area of the complex and not within the scope of the FCC ruling. No satellite dish or any other antenna may be placed within the minimum front yard area.

No antenna is allowed which is more than one meter (39.37 inches) in diameter. There are new devices which hide the Digital Satellite System (DSS) antennas. There is a "rock" enclosure and a Weber Grill look a-like enclosure made out of special material for this purpose 24" or less in size. Northridge Villas requires these enclosures to hide their DSS antennas. Other types of reception devices, such as Direct Broadcast Satellite (DBS) and Multipoint Distribution Service (MDS) antennas must also be one meter or less in diameter. In addition, antennas cannot be

installed on individually owned or exclusive-use area where the antennas extend beyond the exclusive use area into common-area airspace (as in the case of an antenna installed on a deck and extending outside the deck and over the roof).

The dish may not in any way be affixed to any general common element such as exterior walls or roofs.

No ham radio antennas shall be installed.

Any and all damages to common elements caused by the installation, maintenance, or use of an OTARD will be the responsibility of the co-owner.

The Association shall not be responsible for any damage to the antenna occurring during the course of repair and/or maintenance of the common elements, nor should the Association be responsible for any costs incurred in moving or removing the antenna in order to gain access to a common element and all such expenses shall be specifically assessed to the co-owner of the unit at which the antenna is installed. If the antenna is removed or relocated, all exterior surfaces shall be restored to their original condition at the co-owner's expense.

Procedure

Before installing an antenna, the requesting co-owner must file a written request using the **Modification Maintenance form**. This form must include product description, proposed installation location, and any other pertinent issues relating to the installation and appearance factors noted above, with the Board of Directors in care of Herriman & Associates, Inc. Each co-owner who is given permission to install an antenna shall be responsible for installation thereof in strict accordance with all building codes and shall be required to procure any necessary permits.

The Board of Directors will review the request, and if the request is in accordance with the Association Rules and Regulations, immediately notify the co-owner to proceed with the installation of the OTARD.

If the request does not comply, or is in any way not routine, a meeting will be scheduled between the Board of Directors and the co-owner to discuss the issues.

Any condominium owner who installs an antenna on their patio or deck would be required to sign a waiver and assume financial responsibility for association-maintained property damaged by the installation, maintenance, or use of the antenna.

Adoption

This regulation was approved by a passing vote of the Board of Directors on 8/21/01 indicated above and as such takes effect thirty (30) days from the date stated above.

Exception

No exception to these rules and regulations shall be claimed without written approval from the Board of Directors of the Association.

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

LANDSCAPING RULES & REGULATIONS
As passed and invoked by the Board, per Article VI *See t. 9*

1. Your Association, with the exception of flowers, must approve all landscaping within a three/four-foot area around your condo – front, sides, back and deck/patio/three season room. Yews, bushes, ornamental trees, flowers, etc. may be planted in that space. If planted in the front, ornamental trees must not grow above the top of the octagon window or if a B unit, with no octagon; trees must be no higher than two feet below overhang. Bushes must be no taller than 40 inches. Nothing is to be planted closer than three feet from the foundation except between the front sidewalk and the front bedroom.
2. Should plantings cause damage to any common elements the repair costs will be your responsibility or the current co-owners if you have sold your condo. A) Roots of large evergreens that cause damage to the foundation B) Bushes, shrubs or ivy whose branches grow under or against siding or into brick causing damage requiring repairs. Etc.
3. Height Limits: Burning Bushes – 40" Maximum
If planted in front of and within three/four feet of condo – No Tree, above the top of the octagon window.
Trimming of trees, shrubs and bushes is your responsibility.
4. Austrian Pines, Blue Spruce, Deciduous Trees, etc may be planted in the Common areas but only after approval by the Board. All such trees must be planted a minimum of ten (10) feet from any condo. If a Common Area tree dies, the Board, or one of its Directors, must be notified.
5. As the area between kitchens, in attached condos, is only twelve (12) feet wide only certain smaller trees and shrubs will be approved. Suitable trees for that area are Amur Maple (height 15 – 20' & width 10 – 15'), Viburnum (height 4 – 15' & width 4 – 12'), Columnar Maple (height 15 – 20' & width 10 – 12'), Cedars, etc. Branches must be cut so as not to injure siding.
6. Flowers may be planted adjacent to or within the landscaped beds. It is also permissible to remove a circular area of sod around a tree and surround it with a border of decorative brick, or black diamond edging. Any dirt or mulch placed within the 'circular area' must be no higher than four (4) inches. If dirt or mulch is placed around any tree trunk it must be in a donut configuration so the mulch does not pile on the trunk. No roots may be cut when placing the decorative brick. If dirt is piled higher than 4 inches, or roots cut, Co-owner assumes all responsibility for that tree and should it die will be responsible for its removal and replacement. The inner

volume thus created may be filled with dirt or mulch plus flowers, ground cover, visqueen or stone.

7. Watering of shrubs, etc in the 'Privacy Area' is the responsibility of the Co-owner. If the sprinkler system does not have the proper number of sprinkler heads to reach the shrubs, the Co-owner may request additional heads be installed – at the Co-owners expense. Once installed they become the responsibility of the Association for all maintenance.
8. The water meter dial must not be covered. If shielded by bushes an entry must be cut in bushes to allow the meter readers access.
9. These provisions are to act as a guide. A *Modification Request*, with sketch, and specific names of shrubs, trees, etc., must be submitted to the Board for approval. The described changes may be made only after approval has been received from the Board in writing. Any plantings done prior to such approval may be subject to a removal demand by the Board.

Recorded in Liber 22193,
Pages 584 through 589,
Wayne County Records,
on November 7, 1984.

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

This Declaration of Easements and Agreement for Maintenance made as of the 7th day of October, 1984, by NORCON, a Michigan limited partnership, (hereinafter "Norcon"); the NORTHRIDGE ESTATES HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation (hereinafter "Association"), the address of both of which is 2211 East Jefferson, Suite 680, Detroit, Michigan 48207; and NORTHVILLE INVESTORS CO., a Michigan co-partnership (hereinafter "Northville"), whose address is 6478 Clark Lake Road, Jackson, Michigan 49201.

WHEREAS, Norcon is the Developer of NORTHRIDGE ESTATES (hereinafter "Condominium"), located in the Township of Northville, Wayne County, Michigan to be initially comprised 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 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.

hereinafter referred to as Parcel I; and

WHEREAS, the Association will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium as agent and representative of the Co-owners with respect thereto; and

WHEREAS, the following property may be developed as an expansion phase (or phases) of the Condominium or as a rental development (or developments), a separate condominium project (or projects) or other forms of residential development, which property is more 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 section line South 87° 57' 25" West, 885.95 feet; thence North 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 as Parcel I above.

hereinafter referred to as Parcel II; and

WHEREAS, Northville is the Owner of land located in the Township of Northville, Wayne County, Michigan, described as follows:

See attached Exhibit A.

hereinafter referred to as Parcel III; and

WHEREAS, it is desirable that there be a common access roadway over a portion of Parcels I and II for purposes of providing ingress and egress to Parcel III through the Condominium and the parties hereto desire to create an easement for such purpose and to provide a method for joint maintenance of any roadway constructed over said easement.

ACCESS EASEMENT

NOW, THEREFORE, in consideration of the sum of one (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged by Norcon, Norcon does hereby declare and grant a perpetual non-exclusive easement for the benefit of the Owners from time to time of Parcel III, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, over the following described property:

Parcel A.

A 60 foot wide easement for ingress and egress lying 30 feet on each side of the following described centerline, commencing at the Southeast corner of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; thence along the section line, South 87°57'25" West, 885.95 feet; thence leaving said section line, 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, 108 feet to the Point of Beginning: Thence North 6°46'40" East, 196.94 feet; thence 103.67 feet along a curve to the left, radius 505.00 feet, chord North 0°53'48" East, 103.49 feet; thence North 4°59'05" West, 175.82 feet to the Point of Ending.

Parcel B

A 60 foot wide easement for ingress and egress lying 30 feet on each side of the following described centerline, commencing at the Southeast corner of Section 2, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan; thence along the section line South 87°57'25" West, 885.95 feet; thence leaving said section line, 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, 108 feet; thence North 6°46'40" East, 196.94 feet; thence 103.67 feet along a curve to the left, radius 505.00 feet, chord North 0°53'48" East, 103.49 feet; thence North 4°59'05" West, 175.82 feet to the Point of Beginning: Thence North 4°59'05" West, 186.26 feet to the Point of Ending.

hereinafter collectively referred to as Parcel IV, for egress and ingress through Parcels I and II.

MAINTENANCE

Parcel A

Persons from time to time owning Parcels I, II and III (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the road pavement lying within Parcel A which share of expenses shall be determined with respect to each respective parcel by multiplying the expense of maintenance, upkeep, replacement and resurfacing of the road times a fraction, the numerator of which is the number of completed dwelling units located upon each such respective parcel or any part thereof and the denominator of which is the total of all completed dwelling units located upon Parcels I, II and III and any parts thereof.

Parcel B

Person or persons from time to time owning Parcel III (or any part thereof) shall be solely responsible during the time of ownership for the payment of all expenses of maintenance, upkeep, repair and replacement of the road pavement lying within Parcel B.

Parcels A and B

There shall be a continuing lien against Parcel III for nonpayment of the amounts required to be paid hereunder by the Owner or Owners of Parcel III, which lien shall at all times be subordinate to any present or future tax liens in favor of any federal or state taxing authority and any present or future first mortgage lien on Parcel III or any portion or portions thereof. Failure to pay such expenses shall suspend for the period of nonpayment the benefits of this Declaration for any such person obligated but failing to pay his or their share of expenses. In the event the Owner or Owners of Parcel III default in the obligation to pay the expenses for Parcel B as set forth above, the Owner or Owners of Parcels I and II may enforce collection of such expenses by a suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in connection with collecting unpaid expenses, including interest, costs and attorneys' fees pay by the Owner or Owners of Parcels I and II shall be chargeable to the Owner or Owners of Parcel III, and shall be secured by said lien. No expenses other than those of maintenance, upkeep, repair and replacement of the road pavement (including snow removal) are intended to be covered hereunder. Association and/or the Owner of Parcel IV, as the case may be, shall be solely responsible for all expenses of maintenance, upkeep, repair and replacement of any improvements other than road pavement lying within Parcels A and B, including, without limitation, landscaping.

GENERAL

A completed dwelling unit shall be a unit with respect to which a certificate of occupancy has been issued by the Township of Northville. If a completed dwelling unit is part of a condominium development, the condominium association thereof shall be deemed, for the purposes of payment of the above expenses, as the owner of such completed dwelling unit and payment of said expenses shall be an expense of administration of such association.

Norcon or its successors or assigns may hereafter, without the consent of any person interested in Parcels I, II and III, relocate or omit any easement created herein (or portion thereof) in such manner as may be reasonable so long as the relocation or omission has no material adverse effect upon any owner. Further, and without the consent of any person interested in Parcels I, II and III, Norcon may dedicate to the public, in fee or otherwise, the roads, rights-of-way, and easement areas established hereunder. In the event of any such omission, relocation or dedication, Norcon shall cause an amendment to be made hereto and to be duly recorded in order to properly reflect such omission, relocation or dedication. Upon recordation of such separate Declaration or any such amendment hereto, any newly resulting easements shall be administered as originally provided herein.

Northville and its successors may, by recorded instrument, abandon and relinquish all or a portion of the easements created hereunder to the extent that the same are not essential to the development of Parcel III or any portion or portions thereof. To the extent that such easement rights are relinquished, the proportionate obligation to share in the costs of maintenance, repair and replacement shall also cease.

The easements hereinbefore granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to the owners of Parcels I, II and III, and any part thereof, and their respective successors and assigns. Said Easements, however, are private and nothing herein contained shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

IN WITNESS WHEREOF, this Declaration of Easements and Agreement for Maintenance was executed as of the day and year first written above.

WITNESSES:

/s/ Virginia Sternicki
Virginia Sternicki

/s/ Richard D. Reynen
Richard D. Reynen

/s/ Virginia Sternicki
Virginia Sternicki

/s/ Richard D. Reynen
Richard D. Reynen

/s/ George H. Zinn, Jr.

/s/ Virginia Sternicki
Virginia Sternicki

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

The foregoing instrument was acknowledged before me this 7th day of October, 1984, by Ronald K. Dalby, the President of Dalby Corporation, a Michigan corporation, General Partner of NORCON, a Michigan limited partnership, on behalf of said partnership.

/s/ Virginia Sternicki
Virginia Sternicki
Notary Public, Wayne County, Michigan
My commission expires: October 3, 1988

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 7th day of October, 1984, by Ronald K Dalby, the President of NORTHRIDGE ESTATES HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, on behalf of said corporation.

/s/ Virginia Sternicki

Virginia Sternicki

Notary Public, Wayne County, Michigan
My commission expires: October 3, 1988

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 7th day of October, 1984, by Waldemar E. Gizynski, the General Partner of NORTHVILLE INVESTORS, CO., a Michigan co-partnership, on behalf of the partnership.

/s/ Virginia Sternicki

Virginia Sternicki

Notary Public, Wayne County, Michigan
My commission expires: October 3, 1988

This instrument 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

Northridge Villas Association
Board Policy Statements

<u>Description</u>	<u>Adopted</u>	<u>Last Revised</u>
Board Meeting Agenda		
Board Meeting Attendance by Non-Director Co-owners		
Collection of Delinquent Accounts	2/17/04	2/17/04
Education		
Fines & Violations		
Interior Repairs		
Satellite Dish & TV Antennas		

Northridge Villas Association Board Policy Statement

Collection of Delinquent Accounts

Whereas, the Board of Directors of Northridge Villas Association is empowered to govern the affairs of the Association, and

Whereas, co-owners are required to make assessment payments to the Association, and

Whereas, it may be necessary to collect on delinquent accounts as a result of non-payment of Association assessments,

Therefore, be it resolved that the policy for the collection of delinquent accounts shall be as follows:

1. The monthly assessment is due on the first of each month. Any balance remaining after the tenth of the month is delinquent and a late fee of \$20.00 shall be added to the account. (Article II, Section 3 of the Northridge Villas Association Bylaws)
2. A late notice will be mailed to a delinquent co-owner showing the total balance due including late fees and any collection costs. A late notice is a courtesy and is not required. Failure of management to send a notice, or of the co-owner to receive the notice, shall not prevent further collection action, or excuse the co-owner from payment of all delinquent assessments, late fees and collection charges.
3. When the delinquent balance of an account is equal to or greater than 3-months assessments the Association's legal counsel shall be directed to notify the co-owner that:
 - A. A lien may be recorded against the unit if the arrearage is not paid within 30-days.
 - B. All collection costs will be added to the member's account.
 - C. The remaining balance of the annual assessment will be immediately due and payable, if the arrearage is not paid within 30-days.
4. If 30-days after the above notice is sent, the balance is not paid, the Association's legal counsel may record a lien against the co-owner's unit and so notify the co-owner.
5. If the account has not been paid in full within 10-days of filing the lien, the Board may then authorize the Association's legal counsel to commence a suit at law against the delinquent co-owner for all sums due to the Association including, but not limited to, late charges, assessments due through the remainder of the fiscal year, legal costs and legal fees incurred by the Association to collect the delinquency, or to foreclose upon the Association's lien against the unit, whichever course is deemed more beneficial to the Association.

Policy approved by the Board: February 17, 2004
Policy mailed to co-owners: May 1, 2004
Policy effective: June 1, 2004

NORTHRIDGE VILLAS ASSOCIATION
MEMO TO CO-OWNERS

There are frequent questions which arise from time to time relative to responsibility for maintenance, decoration, repair and/or replacement of grounds and structure within our complex. This information is found in the Master Deed and By-Laws which each original unit owner was given at the time of their purchase. It is the responsibility of each successive owner to obtain copies of the Master Deed and By-Laws from the seller at time of closing. If this was not accomplished by the new owner a copy of same may be obtained from the property manager for a fee.

Attached is a checklist of specific items which have been frequently questioned by co-owners relative to the division of responsibility for maintenance, decoration, repair and/or replacement of the Common Elements within our subdivision. This is not an attempt to duplicate all of the contents of the Master Deed and By-Laws, but, a brief review of the basic concept. If further questions exist after reading this memo, please refer to the Master Deed and By-Laws for more specific information.

Also attached are the Landscaping Guidelines for our complex as currently established by the Board. It is in everyone's best interest to adhere to these guidelines. Any questions in this regard should be directed to the property manager.

NORTHRIDGE VILLAS BOARD OF DIRECTORS

**MAINTENANCE, DECORATION REPAIR AND/OR
REPLACEMENT OF SPECIFIC ITEMS FREQUENTLY
QUESTIONED BY CO-OWNERS**

	CO-OWNER	ASSOC.
Grass		X
Trim shrubs in rear and front privacy areas	X	
Shrub & tree replacement (originally placed by builder)		X
Snow removal on walks, drives and streets		X
Decks, patios & landscaping in privacy areas	X	
All windows, screens, doors, garage doors, hardware and openers	X	
All exterior painting includ. exterior doors		X
Roof		X
All interior decoration & maintenance includ. carpet & linoleum	X	
Furnishings, appliances & all personal property	X	
Air conditioning including outside compressor, furnace & hot water heater	X	

INSURANCE

The best information for insurance is found within the Master Deed and By-Laws. Basically, the original structure and standard options are covered by the association policy. Any upgrades i.e., kitchen cabinets, decks, finished basement etc. are not covered by the association policy. It is up to the co-owner to provide his own protection through a home owners policy of his choice. Best recommendation is to take the Master Deed and By-Laws to your agent for their review and recommendation.

Basic liability coverage for all common elements is carried by the association policy. A copy of this policy may be obtained from the property manager.

LANDSCAPING GUIDELINES

A co-owner may landscape within the “privacy area” as defined within the Master Deed and By-Laws, as long as the design and materials are in substance compatible with the general plantings as installed by the developer. The following guidelines shall be followed:

1. **PRIOR TO ANY PLANTING AND/OR MODIFICATION OF ANY LANDSCAPE DESIGN, THE CO-OWNER MUST APPLY IN WRITING FOR WRITTEN APPROVAL BY THE BOARD.**
2. The installation, maintenance and replacement shall be the sole responsibility of the co-owner.
3. Any dead plantings must be promptly removed by the co-owner. If this is not accomplished within a reasonable time, the Association may at its discretion do so and assess the co-owner for the cost of removal.
4. The cost of repair of any damage to any of the general or limited common elements caused by such planting shall be the sole responsibility of the co-owner of the unit. If the unit has been conveyed to a different titleholder, the responsibility shall rest with the new co-owner.
5. The following size limitations shall be maintained by the co-owner at all times:

HEIGHT

Dense Yews	18"	Minimum	48"	Maximum
Burning Bush	30"	"	48"	Maximum
Austrian Pine	5'	"		

6. Bushes must be planted a minimum of 24" from the foundation. Trees must be a minimum of 10' from the foundation, walk or drive. The trunk of the tree or base of the bush will be used to verify these dimensions.
7. It shall be acceptable to plant flowers or ground cover within the privacy area and at the front of units adjacent and within the landscaped beds.
8. These guidelines are for the preservation of all common area and are in the best interests of the majority of our joint association.

November 3, 2010

Attention: Northridge Villas Co-owners

From: Kathleen D. Koran, Community Association Manager
Herriman & Associates, Inc.

Re: **First Amendment to Consolidated Master Deed**

On behalf of the Board of Directors, the First Amendment to the Consolidated Master Deed has been filed by the attorney and is ready for distribution. At the “All Co-owner Meeting” in October, all co-owners present were given a copy of the above referenced document, however because you were unable to attend, we are providing your copy in this envelope. The purpose of the amendment was to update areas of the original document that had become outdated. Keep this document with your Masters Deed and Bylaws in a safe place.

ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC

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

D. DOUGLAS ALEXANDER
EDWARD J. ZELMANSKI
GREGORY J. FIORITTO
TRACY N. DANNER
LEE S. SCHOFIELD
MARK B. DAVIS*
SHANE F. DIEHL
PAUL C. SCHULTZ
CATHERINE E. MILLS
CORENE C. FORD

TEL (734) 459-0062

FAX (734) 459-5313

WWW.AZDFCONDO.COM

*Also admitted to Florida Bar

November 1, 2010

Board of Directors
Northridge Villas Association
c/o Herriman & Associates, Inc.
41486 Wilcox Road
Plymouth, MI 48170

Attention: Kathleen D. Koran, Community Association Manager

Re: First Amendment to Consolidated Master Deed

Dear Members of the Board:

I am pleased to enclose the original, recorded First Amendment to Consolidated Master Deed.

Please mail copies to all co-owners to complete the process and render the amendment legally effective.

Thank you for the opportunity to be of service to you in this matter. We will email a pdf copy today.

Very truly yours,

D. Douglas Alexander

Enclosure

OCT 12 PM 2:41

Bernard J. Youngblood
Wayne County Register of Deeds
October 12, 2010 02:42 PM
Liber 48788 Page 115-143
#2010353159 MDA FEE: \$99.00



2010 OCT 12 PM 2:41

FIRST AMENDMENT TO CONSOLIDATED MASTER DEED OF NORTHRIDGE VILLAS CONDOMINIUM

WHEREAS, Northridge Villas Association, the Michigan non-profit corporation organized to administer, operate, manage and maintain Northridge Villas Condominium, a condominium project established pursuant to the Consolidated Master Deed as recorded on February 18, 1991, in Liber 25011, Page 880 through 930, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 233; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership on September 9, 2010 in accordance with the requirements of MCL 559.190;

NOW, THEREFORE, the attached Amended and Restated Bylaws (Exhibit A to the Consolidated Master Deed) supersede and replace the Condominium Bylaws that were attached as Exhibit A to the Consolidated Master Deed and any amendments to that document adopted prior to the date of this amendment.

In all other respects, other than as hereinabove indicated, the Consolidated Master Deed of Northridge Villas Condominium and Condominium Bylaws (Exhibit A to the Consolidated Master Deed)

(Remainder of page intentionally left blank)

EXAMINED AND APPROVED

DATE OCT 12 2010

BY MPM N/C

NORMAN C. DUPUIE

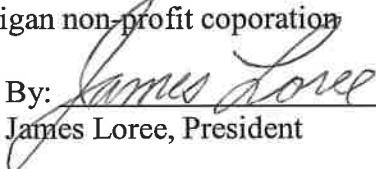
PLAT ENGINEER

NC *CH*
Wayne County Treasurer 10-12-10

recorded as aforesaid are hereby ratified, confirmed and redeclared.

NORTHRIDGE VILLAS ASSOCIATION,
a Michigan non-profit corporation

Executed: September 30, 2010

By: 

James Loree, President

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing First Amendment to the Consolidated Master Deed of Northridge Villas Condominium was acknowledged before me, a notary public, on the 30 day of September, 2010 by James Loree, known to me to be the President of Northridge Villas Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that he has executed this First Amendment to Master Deed as his own free act and deed on behalf of the Association.


KATHLEEN D. KORAN, Notary Public
State of Michigan, County of Wayne
My commission expires: 8-25-2011
Acting in the County of Wayne

DRAFTED BY AND WHEN RECORDED
RETURN TO:
D. DOUGLAS ALEXANDER (P29010)
ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170

NORTHRIDGE VILLAS

AMENDED AND RESTATED CONDOMINIUM BYLAWS

EXHIBIT "A" TO THE MASTER DEED

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association. Northridge Villas Condominium, a residential Condominium located in the Township of Northville, County of Wayne, State of Michigan, hereinafter the "Condominium", shall be administered by an Association of Co-owners which shall be a nonprofit 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Membership; No Refunds of Reserves. Each Co-owner shall be a member of the Association 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 the Co-owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium 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 pursuant to 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 shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, 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; Additional Assessments.** 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, insurance, management and maintenance, repair and replacement of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

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 additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

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

(1) to pay the costs of operation, management, maintenance and repair of the Condominium;

- (2) to provide replacements of existing Common Elements;
- (3) to provide additions to the Common Elements not exceeding One Thousand Dollars (\$1,000.00), in the aggregate, annually, 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 or special assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(b) Special Assessments. Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, 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 (and not repair or replacement of) the Common Elements of an aggregate cost exceeding One Thousand Dollars (\$1,000.00), per year;
- (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof;
- (3) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among and paid by the Co-owners, 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 Twenty-five Dollars (\$25.00) 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.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. Enforcement. 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, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose 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 Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold 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 Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or

their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special 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 ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of 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. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (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 Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (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 Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer 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 the Co-owner's 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 person claiming under such Co-owner as provided by the Act.

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.

Section 7. 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 8. 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 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

(a) A construction lien (mechanic's lien) for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A construction lien (mechanic's lien) for work authorized by the Association of Co-owners may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(c) A construction lien (mechanic's lien) may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted by the Association of Co-owners.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs 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 five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, 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 tax liens on the Condominium Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

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 Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the

parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section I 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. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV

INSURANCE

Section 1. Basic Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, directors and officers liability insurance, workers compensation and employers liability insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

Section 2. Insurance Responsibilities of the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Each Co-owner shall be required to obtain their own policy, Form HO-6. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association.

Section 3. Specific Property Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners.

(a) Property Coverage. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy; vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, 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 include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire

Condominium with appropriate provisions in order that no coinsurance 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 and 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 the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(b) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(c) Directors and Officers Liability Insurance. Directors and officers liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

Section 4. Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

Section 5. 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 6. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. 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, distribute the proceeds 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-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **One or More Units Tenantable.** In the event 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 unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless sixty-seven (67%) percent or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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 51% percent of the Co-owners in number and in value shall consent to do otherwise.

Section 3. Co-owner and Association Responsibilities. In the event 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 Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, water softeners, water filters and water heaters, if any.

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all window and door screens, all interior doors and related hardware within the individual Unit and all related locks and hardware.

(c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell systems (all components inside and out of Unit), lighting fixtures, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches.

(d) All plumbing fixtures including sump pumps, commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers.

(e) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

(f) All improvements and decorations including, but not limited to, all interior surfaces, paint, wallpaper, paneling, carpeting, linoleum and trim.

(g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(h) All Privacy Areas and everything within them such as decks and patios.

(i) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls such as fireplace combustion chambers, solar light tubes and skylights.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, 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 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. 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 mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. 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 5. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place 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 costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Section 6. Timely Reconstruction and Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) **Taking of Entire 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 owner and his/her mortgagee, they shall be divested of all interest in the Condominium. 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/her 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 fifty (50%) percent of all 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 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 Paragraph 6 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 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.

(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 8. Mortgages Held By FHLBC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLBC") then, upon request therefor by FHLBC, 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 \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLBC exceeds \$10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. 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

Section 1. Residential Use. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Northridge Villas. Subject to the foregoing and all other applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited.

**Northridge Villas Condominium Association
Northville, Michigan**

Rules and Regulations

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Date: 7/24/01

Authority

In accordance with the condominium By-Laws of the Master Deed, Northridge Villas Condominium Association, as established on the 9th Day of February, 1988 in accordance with the applicable laws of the State of Michigan. Under Article XI, Section 3, The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the condominium. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the powers and duties as outlined in Article XI, Section 3.

Regulation – Antennas, including Satellite Dish and Over the Air Reception Devices (OTARD)

Pursuant to the authority vested in the Board of Directors by the Condominium By-Laws, Article VI, Section 3, no co-owner shall make alterations or structural modifications to his/her unit, or in any of the common elements, limited or general, including the erection of antennae without the unanimous written approval of the Board of Directors.

Notwithstanding the provisions of the bylaws noted above, due to Federal Communication Commission (FCC) rulings, antennas may be installed in limited common areas, as noted below. The rules governing approval by the Board will not impair reception of an acceptable quality signal, unreasonably delay approval, or unreasonably increase the costs of installation and maintenance of the antenna on the limited common elements.

Requirements

1. The Board of Directors has adopted the following rules regarding installation of antennas, including satellite dish and over the air reception devices (OTARD). If you are interested in installing an antenna you must comply with the following rules:
 2. The Federal Communications Commission (FCC) has ruled that community association property, typically general common elements, cannot be used for the installation of any antenna by an individual resident or owner without the community association's permission. However, individual resident owners can install such devices on individually owned or exclusively used area property, such as limited common elements which are assigned in the Master Deed, Article 4, Section 2, for the exclusive, unshared use of the requesting co-owner. These limited commons elements include patios, decks, porches, and inside the unit. Note: A roof is considered common area of the complex and not within the scope of the FCC ruling. No satellite dish or any other antenna may be placed within the minimum front yard area.
 3. No antenna is allowed which is more than one meter (39.37 inches) in diameter. There are new devices which hide the Digital Satellite System (DSS) antennas. There is a "rock" enclosure and a Weber Grill look a-like enclosure made out of special material for this purpose 24" or less in size. Northridge Villas requires these enclosures to hide their DSS antennas. Other types of reception devices, such as Direct Broadcast Satellite (DBS) and Multibroadcast Distribution Service (MDS) antennas must also be one meter or less in diameter.

In addition, antennas cannot be installed on individually owned or exclusive-use area where the antennas extend beyond the exclusive use area into common-area airspace (as in the case of an antenna installed on a deck and extending outside the deck and over the roof).

4. The dish may not in any way be affixed to any general common element such as exterior walls or roofs.
5. No ham radio antennas shall be installed.
6. Any and all damages to common elements caused by the installation, maintenance, or use of an OTARD will be the responsibility of the co-owner.
7. The Association shall not be responsible for any damage to the antenna occurring during the course of repair and/or maintenance of the common elements, nor should the Association be responsible for any costs incurred in moving or removing the antenna in order to gain access to a common element and all such expenses shall be specifically assessed to the co-owner of the unit at which the antenna is installed. If the antenna is removed or relocated, all exterior surfaces shall be restored to their original condition at the co-owner's expense.

Procedure

1. Before installing an antenna, the requesting co-owner must file a written request using the Modification Maintenance form. This form must include product description, proposed installation location, and any other pertinent issues relating to the installation and appearance factors noted above, with the Board of Directors in care of Herriman & Associates, Inc. Each co-owner who is given permission to install an antenna shall be responsible for installation thereof in strict accordance with all building codes and shall be required to procure any necessary permits.
2. The Board of Directors will review the request, and if the request is in accordance with the Association Rules and Regulations, immediately notify the co-owner to proceed with the installation of the OTARD.
3. If the request does not comply, or is in any way not routine, a meeting will be scheduled between the Board of Directors and the co-owner to discuss the issues.
4. Any condominium owner who installs an antenna on their patio or deck would be required to sign a waiver and assume financial responsibility for association-maintained property damaged by the installation, maintenance, or use of the antenna.

Adoption

This regulation was approved by a passing vote of the Board of Directors on ?????????? indicated above and as such takes effect thirty (30) days from the date stated above.

Exception

No exception to these rules and regulations shall be claimed without written approval from the Board of Directors of the Association.