

**FIFTH AMENDMENT TO MASTER DEED**

***Northwood Hills Condominium***

(Act 59, Public Acts of 1978 as amended)

Kent County Condominium Subdivision Plan No. 487

- (1) Fifth Amendment to the Master Deed of Northwood Hills.
- (2) Exhibit A to Amended Master Deed: Affidavit of Mailing as to Notices Required by Section 90(5) of the Michigan Condominium Act.

As no interest in real estate is being conveyed, no revenue stamps are required.

This Document  
Drafted By and Return To:

David W. Charron  
Charron Law Group  
5020 East Beltline, NE, Suite 201B  
Grand Rapids, MI 49525

## FIFTH AMENDMENT TO MASTER DEED

### *Northwood Hills Condominium*

THIS FIFTH AMENDMENT TO MASTER DEED OF NORTHWOOD HILLS CONDOMINIUM is made this 29th day of June, 2020, by Northwood Hills Condominium Association, a Michigan non-profit corporation (the "Association"), c/o 3417 Devonwood Hills, NE, Grand Rapids, MI 49525, as represented herein, by William Dickinson, its President and Diana McDiarmid, its Secretary, who are fully empowered and qualified to act on behalf of the corporation.

WHEREAS, Northwood Hills Condominium is a residential condominium project (the "Project") established by Master Deed recorded July 2, 1999, with the Kent County Register of Deeds as Instrument No. 19990702-0092572; as amended by First Amendment to Master Deed recorded September 8, 1999, as Instrument No. 19990908-0131039, Kent County Records, as amended by Second Amendment to Master Deed recorded December 4, 2003 as Instrument No. 20031204-0242473, Kent County Records, as amended by Third Amendment to Master Deed recorded July 27, 2012, as Instrument No. 20120702-70069594, Kent County Records, and by Fourth Amendment to Master Deed recorded March 1, 2013 as Instrument No. 20130301-0022848, and designated as Kent County Condominium Subdivision Plan No. 487. The Association serves as the association of co-owners of the Condominium pursuant to Section 3(4) of the Condominium Act, 1978 P.A. No. 59, as amended (the "Act").

WHEREAS, the Association desires to amend the Master Deed and its Exhibit A, Condominium Bylaws, to reflect relevant changes in the law and other priorities of the co-owners involving amendments, meetings, voting, records and other matters; and

WHEREAS, Article IX of the Master Deed provide that it may be amended by the Association, with the consent of more than two thirds of the co-owners; and the Association has obtained the requisite consent of the Co-owners to this amendment by a consent resolution of the members in the manner required by Article IX of the Association's Articles of Incorporation.

NOW THEREFORE, the Association does hereby amend the Master Deed of Northwood Hills as follows:

#### **MASTER DEED**

1. Article III, of the Master Deed is amended to add the following as new Section 15, entitled "Electronic Transmission":

“Electronic Transmission” means any form of communication that meets all of the following: (a) it does not directly involve the physical transmission of paper; (b) it creates a record that may be retained and retrieved by the recipient; and (c) it may be directly reproduced in paper form by the recipient through an automated process. To the extent the definition of “electronic transmission is modified or expanded under Section 106 of the Michigan Non-profit Corporation Act, 1982 P.A. 162 or a successor provision (the “Non-Profit Corporation Act”), the definition utilized in this Master Deed shall be similarly modified or expanded. An “electronic transmission” is a writing for all purposes of the Condominium Documents.”

2. Article IX is deleted in its entirety and replaced with the following:

**“ARTICLE IX  
AMENDMENT AND TERMINATION”**

A. Non-Material Amendments. The Association reserves the right to amend the Master Deed and other Condominium Documents without the consent of co-owners or mortgagees if the amendment does not materially alter or change the rights of a co-owner or mortgagee. A non-material amendment may be taken either by the Board of Directors of the Association, acting with the unanimous consent of the Directors, or by a majority vote of all Co-owners who are entitled to vote thereon. Non-material amendments are presumed to include, without limitation, changes:

- (1) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction, or any similar errors in the Master Deed, or to correct errors in the boundaries or locations of improvements;
- (2) To clarify or explain the provisions of the Master Deed;
- (3) To comply with the Act, or rules promulgated under the Act, other laws, or to comply with any requirement of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Project;

(4) To make, define or limit easements affecting the Condominium Project;

(5) To exercise any right which the Association has reserved to itself in the Master Deed, such as the re-assignment of Limited Common Elements, the subdivision of Units, or relocation of Unit boundaries (with the consent of affected Units);

(6) To terminate or eliminate reference to or assign any right which the Association has reserved to itself; and to restate the provisions of this Master Deed or its exhibits, or any other condominium document, without making any material changes thereto;

(7) To facilitate conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmers Home Administration, the Government National Mortgage Association, and/or by other public or private secondary mortgage entities participating in or guarantying mortgages of Units in the Condominium Project, if the Board of Directors has notice of such participation, and to limit the number of Units in the Condominium Project which may be leased in order to qualify the Project for participation.

B. Material Amendments. Except as provided elsewhere in this Article, the Master Deed, Condominium Bylaws, and Condominium Subdivision Plan may be amended by the Association, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than 2/3rds of the votes of the co-owners and if required by the Act, not less than 2/3rds of the votes of mortgagees who are required to vote on the amendment.

C. Restrictions on Amendment. Any amendment to the leasing provisions of the Master Deed shall not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, provided the lease is otherwise in compliance with the Condominium Documents and the Act; nor shall any such amendment

affect the rental rights associated with any Condominium Unit(s) as long as the Unit(s) is/are owned or leased by the Association. Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium Project, as described in Article V of the Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

D. Miscellaneous. Co-owners shall be notified of a proposed amendment which requires their approval not less than twenty (20) days before voting occurs on the amendment. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, unless otherwise specified by the Board of Directors. Each proposed amendment shall be accompanied by a separate statement which need not be recorded, designating who is responsible for the costs of the amendment, but the failure to include such statement will not invalidate any duly approved amendment.

E. Project Termination. The Project may be terminated only with the written consent of the Association and not less than eighty (80%) of the Co-owners and mortgagees, as follows:

(1) Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a termination agreement or by written ratification of the termination agreement, and the termination shall become effective only when the agreement is so evidenced of record.

(2) Upon recordation of an instrument terminating the Project, the property constituting the Common Elements of the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

(3) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately

before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.

(4) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Michigan Department of Licensing and Regulatory Affairs or its successor."

3. The Master Deed (and its exhibits) are amended to delete all references to development rights which may be exercised by the Developer or its successor in interest within six (6) years after the initial recording of the Master Deed or during the Development and Sales Period, as such periods have expired. These deleted provisions include, but are not limited to, the following:

- a. Article III, Section 11 of the Master Deed;
- b. Article VI, Section 1 of the Master Deed;
- c. Article VII, Section 2 of the Master Deed; and
- d. Article VI, Section 14(a), (b) and (c) of the Condominium Bylaws.

#### CONDOMINIUM BYLAWS

1. Article III of the Condominium Bylaws is deleted in its entirety and replaced with the following:

#### **"ARTICLE III**

#### **ARBITRATION**

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, By-Laws or other Condominium Documents, or to any disputes, claims or grievances arising among or between the Co-owners or between such owners and the Association may, upon the election and written consent of the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration by the arbitration association and the parties thereto shall accept the Arbitrator's

award as final and binding. All arbitration hereunder shall proceed in accordance with the Uniform Arbitration Act, as amended.

Section 2. Preservation of Rights. In the absence of the election and written consent of the parties under subparagraph (a), neither a Co-owner nor the Association is prohibited from petitioning a Court of competent jurisdiction to resolve any dispute, claim or grievance. The election by the parties to submit any dispute, claim, or grievance to arbitration, however, prohibits the parties from petitioning the Courts regarding that dispute, claim or grievance.”

2. Article VIII, Section 3 of the Condominium Bylaws is amended to add the following text at the end of the existing paragraph:

“The notice shall include an email address, cell phone number, or other electronic mail address for the delivery of information to the Co-owner’s individual representative by electronic transmission, including but not limited to electronic mail, texts or telephone facsimile. To the fullest extent allowed by law, any notice required or permitted to be given by the Association to a Co-owner may be given by the Association to the party designated in the notice by electronic transmission, and such notice is considered written and dated when the electronic transmission is sent to such person at an email, phone number or other address designated by the Co-owner for the purpose of receiving notices from the Association. Notice or a demand to a co-owner shall be delivered to the persons and to the address designated under this Section, or, if no person or address has been designated by a Co-owner, to the name and address of the grantee on the last recorded deed for the Unit or to the person’s last known address. Notice or demand to a Co-owner shall be deemed given when given by electronic transmission, by personal delivery, or when deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States postal service, provided the mailing is sent by registered, certified, priority or other first class mail.”

3. Article VIII, Section 4 of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“Section 4. Quorum. The presence in person, by remote communication or by proxy of Co-owners representing thirty five percent (35%) in number of the Co-owners entitled to vote shall constitute a quorum of members. If the Association fails to obtain a quorum for a membership meeting or other event requiring a member vote, the Association may adjourn the date of the meeting or voting event to a different date which is not more than sixty (60) days from the first called

event and at the second event, the quorum requirement shall be reduced, so that only twenty percent (20%) in number of the Co-owners entitled to vote will be required for the meeting.”

4. Article VIII, Section 5 of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“Section 5. Voting at a Meeting. Votes at a meeting may be cast in person or by proxy. A member may authorize another person or persons to act as proxy for the member by delivering a writing to the person that authorizes that person to act for the member as proxy, by signing the writing or causing his or her signature to be affixed to the writing by any reasonable means, including, but not limited to, facsimile signature. The writing may be transmitted by telegram, cablegram, or other means of electronic transmission to the person that will hold the proxy; or to a proxy solicitation firm, proxy support service organization, or similar agent that the person who will hold the proxy authorized to receive that transmission on the person's behalf. Any telegram, cablegram, or other means of electronic transmission must either set forth or include with it information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the member. If a telegram, cablegram, or other electronic transmission is determined to be valid, the inspectors for the meeting or, if there are no inspectors, the Secretary of the Association shall specify the information on which they relied. A copy, facsimile telecommunication, or other reliable reproduction of the writing or transmission created above may be substituted or used in lieu of the original writing or transmission for any purpose for which the original writing or transmission could be used, if the copy, facsimile telecommunication, or other reproduction is a complete reproduction of the entire original writing or transmission.”

5. Article VIII of the Condominium Bylaws is amended to add the following as new Section 7:

“Section 7. Co-Ownership of Units. A Unit whose ownership is held by two or more persons may be voted by any owner unless another joint owner seeks to vote the membership interest in a conflicting manner, in which case the written agreement, if any, that governs the manner in which the membership is voted controls shall control who votes if presented to the Association, either physically or by means of electronic transmission, before the time for casting a ballot expires. If an agreement that governs votes is not presented, the majority in interest of the joint tenants or tenants in common present determines the manner of voting. If there is no majority in interest present, the member votes shall be divided



into fractions among those persons that are present in person in accordance with their interest in the membership. Owners of interests held as tenants in common shall have a fractional vote representative of their undivided interest in the Unit. Each of the owners of a Unit owned by joint tenants or by married persons as tenants by the entireties shall be deemed to have equal interests.”

6. Article IX, Section 2 of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“Section 2. Remote Communications. Members may participate in a membership meeting by means of remote communication if the Board of Directors designates a method for doing in advance of the meeting and furnishes notice of the method at least ten (10) days prior to the time the meeting is conducted to members. Any designated method of remote communication shall be the exclusive method for Co-owners to participate in the meeting by remote communication. In connection with any designation, the Board shall specify the manner of determining who is entitled to participate in the meeting and vote remotely, and it shall establish a method for voting which is reasonably calculated to produce an accurate vote count. The Board may establish rules to govern the use of remote communications when voting.”

7. Article IX, Section 3 of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“Section 3. Annual Meeting. An annual meeting of members, to elect directors and conduct any other business that may come before the meeting, shall be held on a date, and at a time and place designated by the Board of Directors, unless the members act by written consent under Section 407, or by ballot under Section 408 or 409 of the Michigan Non-profit Corporation Act, in lieu of the annual meeting. The date, time and place of an annual meeting shall be set by the Board of Directors, and at least ten (10) days’ written notice of the meeting shall be given to each Co-owner. Ballot measures under Section 408 and 409 of the Non-Profit Corporation Act may only be initiated by the Board of Directors or by a signed proposal submitted by co-owners holding at least ten percent (10%) of the member votes for action by the members. The Association shall include the proposed action in a ballot and submit that ballot to the members within 120 days of its submission. Unless otherwise specified by the Board of Directors, the Secretary shall be responsible for distributing, collecting and counting any ballot measure.”

8. Article IX, Section 8 of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“Section 8. Action Without a Meeting. Any action the members are required or permitted by the Non-Profit Corporation Act to take at an annual or special meeting may be taken without a meeting, without prior notice, and without a vote, if written consents, setting forth the action taken, are signed and dated by the members or their proxies that have not less than the minimum number of votes that is necessary to authorize or take the action at a meeting at which all shares or members entitled to vote on the action were present and voted. All such voting forms shall be distributed to members by personal delivery, mail, facsimile, electronic transmission or other reasonable means of delivery. The Association shall give prompt notice of any corporate action taken without a meeting by less than unanimous written consent to members that did not consent to the action in writing. Any action the members are required or permitted to take at an annual or special meeting, including the election of directors, may, if authorized by the Board of Directors, be taken without a meeting if the Association provides a ballot to each member who is entitled to vote on the action in the manner required by law for providing notice of meetings of members, and otherwise complies with Section 408 or 409 of the Non-Profit Corporation Act.”

9. Article IX of the Condominium Bylaws is amended to add the following as new Section 11:

“Section 11. Polling Place. The Board of Directors may authorize the use of polling places for members to cast votes, return ballots or otherwise express their consent or opposition to any measure which may lawfully be the subject of membership action. A polling place may be a physical location. Unless otherwise precluded by law, a polling place may also be any digital platform which facilitates the processing of ballots by electronic transmission, including but not limited to an internet website.”

10. Article XI, Section 4 of the Condominium Bylaws is amended to create an additional power of the Board of Directions, by adding the following as new subsection 4(k):

“(k). To make, with the unanimous consent of the Board, non-material amendments to the Master Deed, Condominium Bylaws and other Condominium Documents, including restatements of such documents, and to exercise any development rights assigned to the Association by the Developer.”

11. Article XI, Section 6 of the Condominium Bylaws is deleted in its entirety and amended to read:

“Section 6 Vacancies. A vacancy on the Board, including a vacancy resulting from an increase in the number of directors occurring on the Board, may be filled by the Association in any of the following manners: (a) the members may fill the vacancy; or (b) the Board may fill the vacancy until the next meeting of members; provided however, that if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. The Association may fill a vacancy that will occur at a specific date, by reason of a resignation that is effective at a later date, before the vacancy occurs, but a director who is elected or appointed may not take office until the vacancy occurs. Any director chosen to fill a vacancy shall hold office until the next election of the class for which the director was chosen, and until his or her successor is elected and qualified. If because of death, resignation, or other cause, the Association has no directors in office, an officer, a member, a personal representative, administrator, trustee, or guardian of a member, or other fiduciary entrusted with the same responsibility for the person or estate of a member, may call a special meeting of members for the purpose of filling a vacancy on the Board, in accordance with these Bylaws.”

12. Article XI, Section 8 of the Condominium Bylaws is amended to add the following provisions to the end of the existing paragraph:

“If the members act to elect directors by written consent under Article X of the Articles of Incorporation or by ballot under Articles XII or XIII of the Articles of Incorporation in lieu of the annual meeting, the newly constituted Board shall meet within fifteen (15) days of the board election to conduct its organizational meeting.”

13. Article XI of the Condominium Bylaws is amended to add the following as new Section 16:

“Section 16. Remote Meeting Attendance. A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or other means of remote communication if all individuals who are participating in the meeting can communicate with the other participants. Participation in a meeting in the foregoing manner constitutes attendance in person at the meeting. The Board may establish rules to govern the means of remote communication.”

14. Article XI of the Condominium Bylaws is amended to add the following as new Section 17:

"Section 17. Action by Written Consent. Action required or permitted to be taken under authorization voted at a meeting of the Board of Directors or a committee of the Board of Directors may be taken without a meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by electronic transmission. The written consents shall be filed with the minutes of the proceedings of the Board of Directors or committee. The unanimous consent has the same effect as a vote of the Board of Directors or committee for all purposes.

15. Article XI of the Condominium Bylaws is amended to add the following as new Section 18:

"Section 18. Executive Committees. The Board of Directors may designate one or more executive committees, each executive committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of an executive committee, who may replace an absent or disqualified member at a meeting of the executive committee. In the absence or disqualification of a member of an executive committee, the members present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of the absent or disqualified member. An executive committee and each member of an executive committee serves at the pleasure of the Board. An executive committee may exercise any or all powers and authority of the Board in management of the business and affairs of the corporation, except as otherwise provided by law."

16. Article XI of the Condominium Bylaws is amended to add the following as new Section 19:

"Section 11. Non-Executive Committees. The Board may appoint one or more committees that are not executive committees to assist in the conduct of its affairs and may provide for the creation of one or more subcommittees of any committee appointed under this subsection. The resolution that establishes the committee and is approved by the Board shall state the purposes of the committee(s) appointed under this subsection, the terms and qualifications of committee members, and the ways in which members of the committees are selected and removed. The Board or authorized individuals may designate one or more individuals as alternate members of a committee appointed under this subsection who

may replace an absent or disqualified committee member in a meeting of the committee. Some or all of the members of a committee appointed under this subsection may be individuals who are directors, officers, or members of the corporation and some or all of the members of a committee appointed under this subsection may be individuals who are not directors, officers or members of the corporation, as provided in the Bylaws or in the action or resolution or resolutions of the Board that establish the committee. A committee that is appointed under this subsection is not an executive committee and may not execute the power or authority of the Board in the management of the business and affairs of the corporation, but may perform under the direction of the Board those functions described in the Bylaws or determined from time to time by the Board.”

17. Article XIII of the Condominium Bylaws is deleted in its entirety and replaced with the following:

“ARTICLE XIII  
NOTICE

Section 1. Notice to Members and Directors. Any written notice or demand required to be given by the Condominium Documents or by law to a member or director, or to a tenant of a member, shall be deemed duly served when it has been sent by electronic transmission in the manner specified by the Condominium Bylaws, or deposited in the United States mail, with postage fully prepaid, plainly addressed to the addressee at his, her or its last address appearing upon the records of the Association. To the fullest extent allowed by law, any notice or demand required or permitted to be given by the Association to a member or director or a tenant of a member may be given to the party by electronic transmission, and such notice or demand is considered written and dated when the electronic transmission is sent to such person at an email, phone number or other address designated by the party for the purpose of receiving notices from the Association.

Section 2. Notices and Demands to Association. Any notice or demand to the Association required by the Condominium Documents or by law must be in writing, and shall be considered delivered when delivered to the resident agent of the Association at the registered office of the Association maintained with the State of Michigan, or to another person or address designated in writing by the Board of Directors of the Association for such purpose. The notice or demand is given when received by the Association. Any mailing to the Association shall be sent by only registered or certified mail, return receipt requested with postage

prepaid, unless otherwise required under the Act. Notice may also be given by electronic transmission to an electronic address designated by the Board of Directors of the Association for such purpose.

Section 3. Electronic Transmission As Written Notice. Any notice or demand given by electronic transmission is considered a writing for all purposes under the Condominium Documents”

18. Article XIV, Section 1 of the Condominium Bylaws is deleted in its entirety and amended to read:

“Section 1. Accounting and Records.

(a) The Association shall keep books and records of account and minutes of the proceedings of its members, board, and executive committee(s), if any. The Association shall keep at its registered office records that contain the names and addresses of all members of record, the number of Units owned by each member, and the dates when they respectively became members. Any of the books, records, or minutes may be in written form or in any other form that is convertible into written form within a reasonable time. The Association shall convert into written form without charge any record that is not in written form, if requested by a person that is entitled to inspect the record.

(b) The books and records shall contain a detailed account of the expenditures and receipts affecting the administration of the Condominium Project, 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 its Co-owners. The Association’s books and records shall be reviewed or audited annually by a certified public accountant if required by the Act, unless an affirmative vote of a majority of the members elects not to do so. The cost of such review or audit shall be an expense of administration. The Association, at least once in each calendar year, shall prepare or have prepared a report of the corporation for the preceding fiscal year and distribute that report to each member or present the report at the annual meeting of members. The report shall include all of the following for the Association’s preceding fiscal year:

- (1) Its income statement.
- (2) Its year-end balance sheet, including trust funds and funds restricted by the Board of Directors.
- (3) Its statement of source and application of funds, if prepared.
- (4) Any other information required by law.

The Association may distribute the financial report electronically, either by electronic transmission of the report or by making the report available for electronic transmission. If the report is distributed electronically under this subsection, the corporation shall provide the report in written form to a member or director, or to mortgagee of a condominium unit, on request.

(c) Any member, in person or by attorney or other agent, may during regular business hours inspect for any proper purpose the Association's list of its members, and its other books and records, if the member gives the Association a written demand describing with reasonable particularity the purpose of the inspection and the records the member desires to inspect, and the records sought are directly connected with the purpose. As used in this subparagraph, "proper purpose" means a purpose that is reasonably related to a person's interest as a member. If an attorney or other agent is the person seeking to inspect the records, the demand must include a power of attorney or other writing that authorizes the attorney or other agent to act on behalf of the member. The right of a member to inspect records includes the right to copy and make extracts from the records of a Association and, if reasonable, the right to require the Association to supply copies made by photographic, xerographic, or other means. To cover the cost of labor and material, the Association may require a member to pay a reasonable charge for copies of the documents provided to the member.

(d) The Association, acting by resolution of its directors or members, may in good faith deny a request to inspect its books and records if it reasonably determines: (a) the inspection is sought for an improper purpose; (b) the records sought are not directly connected with the person's stated purpose; (c) the requested disclosure impairs the rights of privacy or free association of the members; (d) fulfilling the request would impair the lawful purposes of the Association; (e) fulfilling the request is not in the best interests of the Association; or (f) fulfilling the request is barred by another lawful reason."

19. Article XV of the Condominium Bylaws is amended to add the following to at the end of the existing paragraph:

"No indemnification (unless ordered by a court) shall be made by the Association until the Board of Directors has determined that indemnification is proper under the circumstances because the party seeking indemnification has met the applicable standard of conduct specified by Section 564a and 564b of the Michigan Non-Profit Corporation Act. Expenses incurred in defending a civil or criminal action, suit, or proceeding giving rise to an indemnification obligation by the

Association may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the manner provided in Section 564b of the Michigan Non-Profit Corporation Act.”

20. Article XI is hereby added to the Condominium Bylaws to read as follows:

“ARTICLE XI

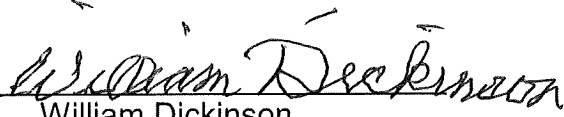
CONFLICTING PROVISIONS


In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any of Condominium Documents, the Act (or other laws of the States of Michigan) shall govern; in the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (a) the Master Deed, including the Condominium Subdivision Plan but excluding the Condominium Bylaws;
- (b) the Condominium Bylaws;
- (c) the Articles of Incorporation of the Association;
- (d) the Rules and Regulations of the Association.”

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment to Master Deed on the day and year identified above.

NORTHWOOD HILLS  
CONDOMINIUM ASSOCIATION, a  
Michigan non-profit corporation

By   
William Dickinson  
Its: President

And by:   
Diana McDiarmid  
Its: Secretary



STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KENT             )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2020, by William Dickinson and Diana McDiarmid, President and Secretary, respectfully of Northwood Hills Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

  
\_\_\_\_\_  
David W. Charron

Notary Public, Kent County, MI  
Acting in Kent County, MI  
My Commission Expires: 5/17/2024

Handwritten text, possibly a signature or name, located in the upper left quadrant of the page.

EXHIBIT B TO AMENDED MASTER DEED

AFFIDAVIT OF MAILING AS TO NOTICE REQUIRED BY  
SECTION 90(5) OF THE MICHIGAN CONDOMINIUM ACT

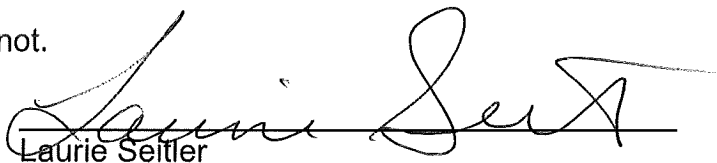
STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KENT        )

Laurie Seitler, being duly sworn, deposes and says that:

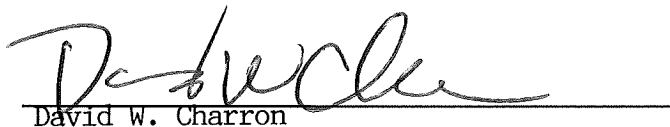
1. She is employed by Landmark Property Advisors, and she acts as a property manager for the Northwood Hills Condominium Association.

2. On June 17, 2020, a notice of the recording of the Fifth Amendment to Master Deed of Northwood Hills Condominium was delivered to all co-owners of record in the Northwood Hills Condominium project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Condominium Association. Such notices were hand delivered to co-owners.

Further deponent sayeth not.

  
Laurie Seitler

Subscribed and sworn to before me this 1st day of July 2020.

  
David W. Charron

Notary Public  
Acting in and for Kent County, Michigan  
My commission expires: 5/17/2024

