

SECOND AMENDMENT TO MASTER DEED OF NORTHWOOD HILLS CONDOMINIUM

American Acquest Northwood Hills Limited Partnership, a Michigan limited partnership, 3417 Devonwood Hills N.E., Grand Rapids, Michigan 49525, being the Developer of Northwood Hills Condominium, a Condominium Project established pursuant to the Master Deed thereof, recorded on July 2, 1999 in Liber 4764, Pages 490 through 549 and First Amendment to Master Deed recorded on September 8, 1999 in Liber 4847, Pages 509 and 510; Kent County Records, and known as Kent County Condominium Subdivision Plan No. 469, hereby amends Exhibit A (the Bylaws) to the Master Deed of Northwood Hills Condominium, in accordance Article XVI thereof and pursuant to the affirmative vote of at least 66 2/3 percent of the Co-owners, for the purposes of increasing the late charge for assessments in default, providing for an administrative fee upon transfer of title to Units, modifying the leasing procedures contained in the Condominium Bylaws, modifying the swimming pool and spa restriction, and providing for a new owner information statement. Upon recording of this Amendment in the office of the Kent County Register of Deeds, said Master Deed and Exhibit A thereto shall be amended in the following manner:

1. Article II, Section 3 of the Bylaws for Northwood Hills Condominium shall be modified by the replacement of the second paragraph within Section 3 with the following:

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments in addition to such interest. A late charge of 10% per month may be assessed automatically by the Association upon any assessments in default commencing on the 11th day of the month for which the payment is due through and including day on which the assessment is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. A land contract purchaser from any Co-owner including Developer shall also be so personally liable. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

2. Article II of the Bylaws for Northwood Hills Condominium shall be supplemented by the addition of Section 12 as follows:

Section 12. Transfer Fee. Upon acceptance of a deed to or a land contract vendee's interest in a Unit, a transfer fee equal to two months of the then current Association assessment shall be due the Association from the transferee (new Co-owner of the Unit being transferred). This fee shall serve as an administrative fee due the Association to cover certain anticipated expenses of the Association as a new Co-owner acquires a Unit in the Condominium and shall not be increased or decreased to reflect any rights to use Limited Condominium Elements appurtenant to a Unit. Any such fee not paid to the Association within 10 days from the date of acceptance of a deed or land contract vendee's interest in a Unit, shall be a default and the Association shall be entitled to all remedies available to the Association for non-payment of assessments as set forth in Article II of the Bylaws. The rights of the holder of any first mortgage as set forth in Article II, Section 6 of the Bylaws shall apply to this transfer fee.

3. Article VI, Section 2 of the Bylaws for Northwood Hills Condominium shall be replaced in full with the following:

Section 2. Leasing and Rental.

(a) **Right to Lease.** All Units shall be occupied by the Owner of that Unit except under limited circumstances contained in this Section 2. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant (which includes any occupant whom the Co-owner allows to use a Unit on a rent-free basis) shall be permitted to occupy a Unit unless for a term not in excess of six (6) months during a given calendar year, including extensions, renewals and holdovers. Each Unit must remain free of any tenants (including tenants by sufferance) for at least six (6) consecutive months of each calendar year. Notwithstanding the foregoing, the six (6) month limitation of this Section 2(a) may be extended by the Board of Directors of the Association, upon a showing of good cause, for an additional six (6) month period. Further, the six (6) month limitation shall not apply during the first year after a Co-owner acquires title to a Unit directly from the Developer and there is an existing lease at the time of closing. For the purposes of this paragraph, "good cause" shall include, without limitation, the fact that a Co-owner has relocated from the West Michigan area and has listed his or her Unit continuously for sale during said initial six (6) month period. No tenant shall be permitted to occupy a Unit except under a written lease (even if the tenant is occupying the Unit on a rent-free basis). Notwithstanding the foregoing, Co-owners understand that they have purchased their Unit with the primary intent to occupy the Unit and not to lease. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units it still owns in the Condominium in its discretion and is excluded from the restrictions contained in the Section 2.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a Condominium

Unit to potential lessees or occupants of the Unit and at the same time shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association of Co-owners with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

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

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

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

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

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

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

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection (3)(iii).

4. Article VI, Section 15 of the Bylaws of Northwood Hills Condominium shall be replaced in full with the following:

Section 15. Swimming Pool and Spa. No more than four (4) guests per Unit shall be permitted either in the pool, spa or surrounding area at any given time. Further, at least one (1) Co-owner must be present when the swimming pool and spa are used by non-Co-owners or their immediate family.

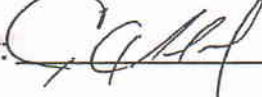
5. Article VI of the Bylaws of Northwood Hills Condominium shall be supplemented with the following:

Section 16. New Owner Information Statement. At least ten (10) days in advance of the transfer of ownership of a Unit (but not in those cases where a lender is in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure), the Owner selling the Unit shall provide the Association a "New Owner Information Statement" signed by the Owner's purchaser. The New Owner Information Statement shall contain such information about the new owner as follows: name; name(s) of occupants; number and type of vehicle(s); current address; pets/types/description; lender; and acknowledgment by the purchaser of receipt of the Condominium Documentation.

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

Dated December 2, 2003

AMERICAN ACQUEST NORTHWOOD
HILLS LIMITED PARTNERSHIP, a Michigan
limited partnership

By: 
Craig A. Black, General Partner

STATE OF MICHIGAN)
)SS.
COUNTY OF KENT)

The foregoing Second Amendment to Master Deed of Northwood Hills Condominium was acknowledged before me this 2 day of December 2003 by Craig A. Black, the General Partner of American Acquest Northwood Hills Limited Partnership, a Michigan limited partnership, on behalf of the partnership.



Notary Public, Kent County, Michigan
My commission expires: _____

ANN FLANIGAN
Notary Public, Kent County, MI
My Commission Expires 5/30/23

Second Amendment to Master Deed drafted by:

C. Kim Shierk
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded, return to drafter.