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SIXTH AMENDMENT TO MASTER DEED

Northwood Hills Condominium

(Act 59, Public Acts of 1978 as amended)

Kent County Condominium Subdivision Plan No. 487

- (1) Sixth 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.

⓪ This instrument is exempt from the county real estate transfer tax pursuant to the provisions of MCLA 207.505(a), MSA 7.456(5)(a), and from the state real estate transfer tax pursuant to the provisions of MCLA 207.526(a), MSA 7.456(26)(a), since the value of the consideration given is less than One Hundred Dollars (\$100.00).

This Document
Drafted By and Return To:

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

SIXTH AMENDMENT TO MASTER DEED

Northwood Hills Condominium

THIS SIXTH AMENDMENT TO MASTER DEED OF NORTHWOOD HILLS CONDOMINIUM is made this 11th day of January, 2022, 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 at Liber 4764, Pages 490-551, Kent County Records, as amended by First Amendment to Master Deed recorded September 8, 1999, at Liber 4847, Page 509-513, 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. 20120727-0069594, Kent County Records, as amended by Fourth Amendment to Master Deed recorded March 1, 2013 as Instrument No. 20130301-0022848, and as amended by Fifth Amendment to Master Deed recorded July 20, 2020, as Instrument No. 20200720-0065363 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; 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.

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

“Section 2. Maintenance of Community Interest. In order to prevent the future purchase of Units as investments to be used as rental properties and to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and rental of Units by any Co-owner shall be subject to the following provisions, which provisions each Co-owner covenants to observe.

- (a) No Unit may be leased, nor its occupancy conditioned upon the payment of a fee, other charge or cost sharing arrangement (the "Lease Restriction").

- (b) The Lease Restriction does not apply to an institutional lender or servicer of an institutional lender in possession of a Unit following a default of a first mortgage, a foreclosure, or a deed in lieu of foreclosure; provided however, that no party shall lease less than an entire Unit and each Unit must remain free of any tenants (including tenants by sufferance) for at least six (6) months during a given calendar year, including extensions, renewals and holdovers, unless permitted by the Board of Directors of the Association in the Board's sole and absolute discretion because of unusual, unforeseen or extraordinary circumstances and upon such terms and conditions as the Board, in its sole and absolute discretion, deems appropriate. The Association may charge a Co-owner who is renting his or her Unit, a reasonable monthly supplemental assessment to defray the additional costs, risks and potential liabilities to the Association of accommodating tenants within the Condominium."

2. Article VI, Section 1 of the Condominium Bylaws is amended to add the following text at the conclusion of the existing paragraph:

"All occupants of Units must be registered with the Association."

3. Article XI, Section 5 of the Condominium Bylaws is amended to add the following sentence at the end of the existing paragraph:

"The Board of Directors may not act to change the management agent of the Project without first notifying Co-owners of their intention to act at least thirty (30) days in advance of the proposed Board action."

4. Article VI of the Condominium Bylaws is amended to add a new Section 25 entitled "Parking and Carports":

"Section 25. Parking and Carports. Vehicular parking may only occur in designated carports and areas marked for parking. No "double" parking is allowed in front of carports. A carport may not be occupied by a vehicle which is not owned by the owner(s) of the Unit to which the carport is assigned as a limited common element, except with the prior consent of the Association. Only two resident vehicles may be parked in the Project per Unit unless an additional carport is available to be leased from the Association. All vehicles must be registered with the office."

5. Article VI, Section 6 of the Condominium Bylaws is amended to add the following text to the existing paragraph:

"No grills, other than gas grills in good working condition and appearance, may be kept or used on decks and patios, unless the presence of the grills causes the Association's insurance policy to be limited or cancelled. Only conventional outdoor furniture may be kept or maintained on decks and patios."

6. Article VI of the Condominium Bylaws is amended to add a new Section 26 entitled "Animal Registration":

"Section 26. Animal Registration. All animals must be registered with the Association before entering the Project. A recommendation letter from a **licensed health care professional** shall be furnished for emotional support animals, other than the two cats which are permitted under Article VI, Section 5 of the Condominium Bylaws."

7. Article II, Section 2 of the Condominium Bylaws is amended to add a new Subsection (c) entitled "Other":

"(c) Other. Special assessments, in addition to those required in subsection (a) and allowed under subsection (b), may be made by the Board of Directors against an individual Unit and its Co-owners for payment of taxes or other liens to protect the Association's lien for assessments, and/or for fines, damages, attorneys fees, and costs arising under Article XX following a Co-owner default."

8. Article IV of the Condominium Bylaws is amended to add a new Section 2 entitled "Water Damage to Other Units and Common Elements":

"Section 2. Water Damage to Other Units and Common Elements. Each Co-owner shall be responsible for all damage caused to any other Units or to the Common Elements from the discharge of water or other fluids within the Co-owner(s)'s Unit, or its appurtenant limited common elements, regardless of fault; except that the foregoing does not apply to damage caused to any Units or to the Common Elements from the discharge of water or other fluids within general common element plumbing networks or sprinkler system equipment, or limited common element plumbing lines appurtenant to other Units, unless the Co-owner fails to adequately maintain heat in his or her Unit and thereby causes the general or limited common element water supply line or equipment to freeze and discharge water. The Association shall be responsible for all damage caused to any Units or to the Common Elements from the discharge of water or other fluids within general common element plumbing networks or sprinkler system equipment unless the Co-owner fails to adequately maintain heat in his or her Unit which thereby causes the general common element water supply line or equipment to freeze and discharge water. The Association may, after notice and a hearing, specially assess a Co-owner for any insurance deductible paid by the Association or a Co-owner for damage arising under this paragraph. The deductible recovery for a Co-owner under this paragraph is limited to Five Hundred Dollars (\$500.00) when the damage is to another Unit and the actual deductible when the damage is to a general or limited common element. The Association's liability for water damage to a unit arising under this paragraph shall be limited to the amount of the insurance deductible paid by a Co-owner in connection with any water damage claim."

9. Article V of the Condominium Bylaws is amended to add a new Section 9 entitled “Deadline for Completion of Restoration”:

“Section 9. Deadline for Completion of Restoration. No Unit may remain in an uninhabitable condition for more than ninety (90) days following the loss or damage which rendered the Unit unsuitable for human occupancy, without the written consent of the Association’s Board of Directors.”

10. Article VI, Section 6, entitled “Liability of Mortgagee” is deleted in its entirety and replaced with the following Section 6, entitled “Mortgagee Liability”:

“Section 6. Mortgagee Liability. If the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the Association chargeable to the Unit that became due prior to the acquisition of title to the Unit by that mortgagee or purchaser and his or her successors and assigns.”

11. Article VI of the Condominium Bylaws to add a new Section 18 entitled “Felonious Activity”:

“Section 18. Felonious Activity. Any individual who has been convicted of committing a felony at the Condominium Project is prohibited from owning, occupying or leasing a Unit unless expressly exempted from the application of this provision by the Association’s Board of Directors. Any individual who has been charged with committing a felony at the Condominium Project, which involves an act or omission causing serious bodily injury or death to another human being is prohibited from occupying a Unit at said Project until such charge is dismissed, unless expressly exempted from the application of this provision by the Board of Directors.”

12. Article VI of the Condominium Bylaws is amended to add a new Section 19 entitled “Drones”:

“Section 19. Drones. No drone or similar remotely controlled flying device may be operated within the common element airspace of the Condominium Project without the prior consent of the Board of Directors of the Association.”

13. Article VI, Section 4 of the Condominium Bylaws is amended to add the following to the end of the last paragraph:

“No amplified sound is allowed within a Unit if it can be heard by a neighboring unit or detected by a sound meter located in a neighboring unit. “Amplified sound” means any process which uses electricity to make a sound larger, greater or stronger.

14. Article VII of the Condominium Bylaws is amended to add a new Section 4 entitled "Insurance Coverage":

Section 4. Insurance Change. Each mortgagee and guarantor of a mortgage on any Unit in the Project shall be given timely written notice of a lapse, cancellation, or material modification of any insurance policy maintained by the Association."

15. Article XX, of the Condominium Bylaws is amended to add a new Section 5 entitled "Determination of Fine Amounts":

"Section 3. Determination of Fine Amounts. The Board of Directors shall establish a reasonable amount of any fine levied against a defaulting Co-owner. Repetitive conduct may be fined on a per diem basis for each day a default continues."

16. Article IV of the Master Deed is amended to add a new Section 4 entitled "Association Oversight":

"Section 4. Association Oversight. While it is intended that each Co-owner will be solely responsible for the performance and cost of the decoration, maintenance, repair, renovating, restoration, and replacement of certain limited common elements described in Section 3 of the Master Deed, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain, repair or replace such areas, in a proper manner and in accordance with the standards set forth by the Association. In the event a Co-owner fails, as required by this Master Deed, the Bylaws, or any Rules or Regulations promulgated by the Association, to properly and adequately decorate, repair, renovate, restore, replace, or otherwise maintain his or her Unit or any improvement or appurtenance located in the Unit or any Limited Common Element appurtenant to the Unit, the Association shall have the right, but not the obligation, to undertake such obligation of the Co-owner. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required in the first instance to be borne by a Co-owner shall be specially assessed to the affected Unit(s) and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment of assessments shall attach to any such charges as in all cases of assessments and may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of assessments."

17. Continuing Effect. Except as amended herein, the provisions of the Master Deed of Northwood Hills, recorded in the Office of the Register of Deeds for Kent County, Michigan, as Condominium Subdivision Plan No. 487, as amended by the First, Second, Third, Fourth, and Fifth Amendments to Master Deed, are hereby ratified and confirmed.

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

NORTHWOOD HILLS
CONDOMINIUM ASSOCIATION, a
Michigan non-profit corporation

By William Dickinson
William Dickinson
Its: President

And by: Sonya Heintzelman
Sonya Heintzelman
Its: Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 11th day of February, 2022, by William Dickinson and Sonya Heintzelman, President and Secretary, respectfully of Northwood Hills Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

David W. Charron

David W. Charron,

Notary Public, Kent County, MI Acting
in Kent County, MI

My Commission Expires: 5/17/2024

EXHIBIT A 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)

William Dickinson, being duly sworn, deposes and says that:

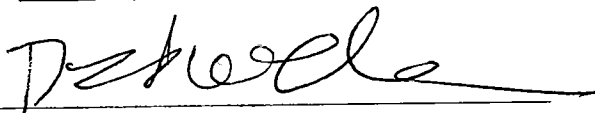
1. He is the President of Northwood Hills Condominium Association.
2. On January 7, 2022, a notice of the recording of the Sixth Amendment to Master Deed of Northwood Hills Condominium was delivered to all co-owners of record in the Northwood Hills Condominium project as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Condominium Association. Such notices were sent by first class mail, postage fully prepaid.

Further deponent sayeth not.



William Dickinson

Subscribed and sworn to before me this 11th day of January, 2022.



David W. Charron
Notary Public
Acting in and for Kent County, Michigan
My commission expires: 5/17/24