

2013 FEB 28 PM 3:35

Bernard J. Youngblood
Wayne County Register of Deeds

February 28, 2013 03:35 PM

Inst:2013072503 MDA Pages:2

Liber:50529 Page:1284



EXAMINED AND APPROVED

DATE FEB 28 2013

BY SJR N/C

AMY L. MILLER-VANDAWAKER

PLAT ENGINEER

WAYNE COUNTY TREASURER
2-28-13

**SECOND AMENDMENT
TO
CONSOLIDATING MASTER DEED
OF
COUNTRY CLUB VILLAGE OF NORTHVILLE - III
CONDOMINIUM**

WHEREAS, Country Club Village of Northville - III Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage and maintain Country Club Village of Northville - III Condominium, a condominium project established pursuant to the Master Deed as recorded on October 27, 1983 in Liber 26914, Pages 631-681, First Amendment to Master Deed recorded on May 17, 1995 in Liber 28054, Pages 432-458, Second Amendment to Master Deed recorded on June 17, 1997 in Liber 29611, Pages 473-507, Consolidating Master Deed recorded on June 25, 1997, in Liber 29618, Pages 2094 through 2131, and First Amendment to Consolidating Master Deed recorded March 15, 2011 in Liber 49025, Pages 1206 through 1210, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 355; and,

WHEREAS, an amendment to the Consolidating Master Deed was duly adopted and approved by the membership and first mortgagees on February 19, 2013, in accordance with the requirements of MCL 559.190 and MCL 559.190a;

NOW, THEREFORE, the Consolidating Master Deed is hereby amended as follows:

Article IV Section (c) is amended by the addition of the following subsection (3):

(3) Each Co-owner shall be responsible for the maintenance, repair and replacement of all windows at their Unit (except for front door sidelites). Each Co-owner shall also be responsible for the maintenance, repair and replacement of the passage door between the garage and the interior of their Unit. Each Co-owner shall apply in writing to the Board of Directors for its advance approval of all window replacements; the Board shall develop a list of approved window makes, models and colors and shall publish same to the membership. The Board shall only approve requests that comply with its published list. In the event that any Co-owner shall fail to timely maintain, repair or replace any window, the Association shall have the right, but not the obligation, to do so and assess the expense to the Co-owner; alternatively, the Association shall have the right to seek injunctive relief and/or money damages and to employ any other remedy as set forth in the Condominium Bylaws.

2013 MAR 18 PM 3:36

Bernard J. Youngblood
Wayne County Register of Deeds

March 18, 2013 03:36 PM

Inst:2013154986 AFF Pages:2

Liber:50606 Page:1153



AFFIDAVIT OF CORRECTION

WHEREAS, Country Club Village of Northville - III Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage and maintain Country Club Village of Northville - III Condominium, a condominium project established pursuant to the Master Deed as recorded on October 27, 1983 in Liber 26914, Pages 632-681, First Amendment to Master Deed recorded on May 17, 1995 in Liber 28054, Pages 432-458, Second Amendment to Master Deed recorded on June 17, 1997 in Liber 29611, Pages 473-507, Consolidating Master Deed recorded on June 25, 1997, in Liber 29618, Pages 2094 through 2131, First Amendment to Consolidating Master Deed recorded March 15, 2011 in Liber 49025, Pages 1206 through 1210, and Second Amendment to Consolidating Master Deed recorded February 28, 2013 in Liber 50529, Pages 1284-1285, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 355; and

WHEREAS, Country Club Village of Northville - III Condominium Association recorded a Second Amendment to the Consolidating Master Deed on February 28, 2013 in Liber 50529, Page 1284, Wayne County Records.

WHEREAS, the text in the amendment failed to include a clause which was duly adopted and approved by the membership and their first mortgagees in accordance with the requirements of MCL 559.190 and MCL 559.190a;

NOW, THEREFORE, the Consolidating Master Deed is hereby amended as follows:

Article IV Section (c) is amended by the addition of the following subsection (3):

(3) Each Co-owner shall be responsible for the maintenance, repair and replacement of all windows at their Unit (except for front door sidelites, **transom windows that are a part of a front door unit and sliding glass doors or "doorwalls"**). Each Co-owner shall also be responsible for the maintenance, repair and replacement of the passage door between the garage and the interior of their Unit. Each Co-owner shall apply in writing to the Board of Directors for its advance approval of all window replacements; the Board shall develop a list of approved window makes, models and colors and shall publish same to the membership. The Board shall only approve requests that comply with its published list. In the event that any Co-owner shall fail to timely maintain, repair or replace any window, the Association shall have the right, but not the obligation, to do so and assess the expense to the Co-owner; alternatively, the Association shall have the right to seek injunctive relief and/or money damages and to employ any other remedy as set forth in the Condominium Bylaws.

(Rest of page left intentionally blank)

ZELMANSKI, DANNER & FIORITTO, PLLC,

Executed: March 12, 2013

By: Cather Mills
Catherine E. Mills, Attorney for Country Club Village of
Northville - III Condominium Association, a
Michigan non-profit corporation

STATE OF MICHIGAN)
COUNTY OF WAYNE)

The foregoing Affidavit of Correction was acknowledged before me, a notary public, on the 12th day of March, 2013, on behalf of Zelmanski, Danner & Fioritto, PLLC, by Catherine E. Mills, known to me to be the attorney for Country Club Village of Northville - III Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing Affidavit of Correction was executed as her own free act and deed on behalf of the Association.

Kelly D. Marvin
Kelly D. Marvin, Notary Public
State of Michigan, County of Jackson
My commission expires: 5-27-2019
Acting in the County of Wayne

Drafted By and When Recorded Return to:
Catherine E. Mills (P 71449)
Zelmanski, Danner & Fioritto, PLLC
44670 Ann Arbor Rd., Ste. 170
Plymouth, MI 48170

**THIRD AMENDMENT TO
CONSOLIDATING MASTER DEED OF
COUNTRY CLUB VILLAGE OF NORTHVILLE – III CONDOMINIUM**

WHEREAS, Country Club Village of Northville – III Condominium Association, a Michigan non-profit corporation organized to administer, operate, manage and maintain Country Club Village of Northville – III Condominium, a condominium project established pursuant to the Master Deed as recorded on October 27, 1983 in Liber 26914, Pages 632 through 681, First Amendment to Master Deed recorded on May 17, 1995 in Liber 28054, Page 432 through 458, Second Amendment to Master Deed recorded on June 17, 1997 in Liber 29611, Pages 473 through 507, Consolidating Master Deed as recorded on June 25, 1997, in Liber 29618, Pages 2094 through 2131, First Amendment to Consolidating Master Deed recorded on March 15, 2011 in Liber 49025 Pages 1206 through 1210, Second Amendment to Consolidating Master Deed recorded on February 28, 2013 in Liber 50529 Pages 1284 through 1285, and Re-Recording of Consolidating Master Deed as recorded on _____, 2013, in Liber _____, Pages _____ through _____, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 355; and,

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

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

Article VI is amended by the addition of the following Section 17:

Section 17. Estate Sales. Notwithstanding the foregoing, estate sales shall only be permitted upon the express, advance, written approval from the Board of Directors. Such express, written approval shall be evidenced by a permit, signed by an authorized representative of the Association. Estate sales shall be defined as the sale of personal property from a condominium unit in connection with the Co-owner vacating his unit. Yard sales and garage sales are not considered estates sales and are not permitted. Procedures for handling estate sales shall be identified in rules and regulations made by the Board of Directors of the Association pursuant to Article VI, Section 10 of these Bylaws.

Article IX Section 2 is amended by the addition of the following subsections (c) and (d):

(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

