

**SECOND AMENDMENTS TO  
MASTER DEED AND BY-LAWS OF RIDGEWOOD**

Ann Arbor RidgeWood Condominium Association, whose address is Post Office Box 2362, Ann Arbor, Michigan 48106, as successor to the Developer, RidgeWood Associates, a Michigan co-partnership, under the RidgeWood Condominium Master Deed and By-Laws (as Exhibit A to the Master Deed) recorded together on February 7, 1992 in Liber 2581, Pages 826 through 892 inclusive, and as amended by First Amendment to Master Deed of RidgeWood recorded on September 28, 1995 in Liber 3159, Pages 260 through 267 inclusive, hereby ratifies, confirms and offers for recording Second Amendments to Master Deed and By-Laws of RidgeWood, pursuant to Article XI of the Master Deed and Article VIII, Section 5, of the Bylaws, respectively, and the provisions of the Michigan Condominium Act as amended, being Act 59 of the Public Acts of 1978, as amended.

**WITNESSETH:**

As provided in the Master Deed the RidgeWood Condominium Premises are located on certain real property located in the City of Ann Arbor, County of Washtenaw, Michigan, and more particularly described as follows:

Commencing at the S 1/4 corner of Section 30, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N 89°51'00"W 901.23 feet along the South line of said Section and the South line of "Dover Parkside Subdivision" as recorded in Liber 15 of Plats, Pages 16 and 17, Washtenaw County Records, to the Southwest corner of said subdivision; thence N 00°16'30"E 800.44 feet along the West line of said subdivision to the Point of Beginning; thence N 88°43'30"W 88.00 feet; thence S65°13'20"W 253.33 feet; thence N00°02'00"E 504.27 feet; thence N75°43'50"E

330.20 feet along the southerly right-of-way line of Liberty Street; thence S00°16'30"W 479.92 feet along the West line of said "Dover Parkside Subdivision" (and the Northerly extension thereof) to the Point of Beginning. Being a part of the Southwest 1/4 of Section 30, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan and containing 3.49 acres of land, more or less. Being subject to easements and restrictions of record, if any, and as referenced in:

Tax Code #: Part of 81-09-30-316-033

**Master Deed, Article IV(4)(a).**

By action on September 28, 1995 of the Association Board of Directors, to clarify that insurance, maintenance, repair, and replacement of a fireplace in a condominium unit will be the obligation of its co-owner, while the insurance, maintenance, repair, and replacement of the chimney flue will be the obligation of the Association, Article IV(4)(a) of the Master Deed was amended.

Article IV(4)(a) now reads:

(a) The cost of insurance, maintenance, repair, and replacement of the limited common elements described in Article IV, paragraphs (2)(c), (2)(d), (2)(e), (2)(f) with respect only to fireplaces, and (3) above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain.

**By-Laws, Article I, Section 4(b).**

By action of the Association Board of Directors on September 28, 1995, Article I, Section 4(b) of the Bylaws requiring the Board of Directors to hire a professional management agent has been deleted.

**By-Laws, Article II, Section 4(c).**

By action on September 28, 1995 of the Association Board of Directors, pursuant to its powers under Article I, Section 4(a) of the By-Laws, to clarify that all new co-owners are required to make a capital contribution, a new sentence was added to end Article II, Section 4(c) of the By-Laws.

Article II, Section 4(c), now reads:

(c) Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by co-owners in twelve (12) equal monthly installments,

commencing with acceptance of a deed to a condominium unit or with acquisition of fee simple title to a condominium unit by any other means. All new co-owners, not just purchasers of newly-built condominium units, shall pay a fee equal to two monthly assessment installments, as the new co-owner's contribution to capital, notwithstanding any provision in these By-Laws to the contrary.

**By-Laws, Article IV, Sections 1 and 1(a).**

By action on September 28, 1995 of the Association Board of Directors, to clarify that insurance, maintenance, repair, and replacement of fireplaces in a condominium unit will be the obligation of its co-owner, while the insurance, maintenance, repair, and replacement of the chimney flue will be the obligation of the Association, Article IV, Section 1(a), of the By-Laws was amended to include references to fireplaces.

Article IV, Sections 1 and 1(a), now read:

Section 1. The Association shall carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and condominium units of the condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his condominium unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his condominium unit or elsewhere in the Condominium, for improvements and betterments to his condominium unit or upon limited common elements, including fireplaces, windows, screens and doors appurtenant to his condominium unit, and also for alternative living expenses in event of fire or other catastrophe. The Association shall have absolutely no responsibility for obtaining such coverages; provided, however, that, if the Association elects to include improvements made to the limited common elements against loss in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner

and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association, and such insurance shall contain a severability of interest endorsement.

**By-Laws, Article V, Section 4.**

By action on September 28, 1995 of Association Board of Directors, to clarify that insurance, maintenance, repair, and replacement of fireplaces in a condominium unit will be the responsibility of its co-owner, while the insurance, maintenance, repair, and replacement of the chimney flue will be the obligation of the Association, Article V, Section 4, of the By-Laws was amended to include references to fireplaces.

By action on May 21, 2001 of th Association Board of Directors, to delete the requirement that the co-owner pay the Association's insurance deductible where there was damage to the interior walls within the co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein, the second sentence of Article V, Section 4, was amended.

By-Laws, Article V, Section 4, following both the September 25, 1995 and May 21, 2001 amendments, now reads:

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his condominium unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior nonload-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), fireplaces, interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts, or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8. 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 responsible for the deductible amount, if any, and 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 of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any condominium unit in the Condominium. The Association shall have a lien on any funds advanced on behalf of any co-owner.

**By-Laws, Article VI, Section 2(a).**

By action pursuant to following their annual meeting of November 4, 2007, and a vote (through December 31, 2007) of the Association co-owner members, to limit the number of units that can be rented or leased at any one time, two new sentences were added at the beginning of Article VI, Section 2(a), of the By-Laws, with corresponding revisions to the remainder of that subsection.

Article VI, Section 2(a), now reads:

(a) No more than 10% or 2 condominium units may be rented or leased at any time. Those units may be rented for a period no shorter than six (6) months and no longer than three (3) years. A co-owner so desiring to rent or lease a condominium unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee, and at the same time shall supply the Association with copy of the exact lease form for its review for compliance with the Condominium documents.

**By-Laws, Article VI, Section 3.**

By action at the annual meeting on November 15, 2009 of the Association co-owner members, to provide continuing responsibility of co-owners and successor co-owners for alterations or modifications of a condominium unit, Article VI, Section 3, was re-identified as Article VI, Section 3(a), and a new following subsection, Article VI, Section 3(b) was added.

Article VI, Section 3, now reads:

(a) No co-owner shall make alterations in exterior appearance or make structural modifications to his condominium unit (including interior walls through or in which there exist easements for support utilities) or make changes in any of the common elements, limited or general, without the express advance written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the

erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium. This provision shall not in any way limit the rights of the Developer to develop and construction the Condominium and make alternations as part of such development.

(b) Following such alteration or modification, the co-owner or successor co-owner shall be responsible for the cost of maintenance and repair of such alteration or modification or any damages resulting therefrom, as determined by the Board of Directors. In the event of damages or threat of damages from such alteration or modification, upon the request of the Board of Directors, the co-owner or successor shall be responsible for the cost of removing such alteration or modification and restoring the affected common element to its condition prior to the alteration or modification.

**By-Laws, Article VI, Section 15.**

By action on May 12, 2003 of the Association Board of Directors, to clarify when and under what conditions a co-owner can leave furniture and equipment on his or her balcony, deck or patio, Article VI, Section 15, was amended.

Article VI, Section 15, now reads:

No unsightly condition shall be maintained on any balcony, deck or patio or any other place which is visible from the street or other common elements. Only furniture and equipment consistent with ordinary balcony, deck or patio use shall be permitted. Such furniture or equipment may remain on balconies, decks or patios during the entire year. However, such furniture or equipment may not be covered or wrapped in cloth or a tarp during the winter. If a resident's furniture or equipment needs to be protected from winter conditions, it shall be moved off the balconies, decks or patios during that season. Grills are the only exception to this restriction, for which a resident may use a protective cover.

WITNESSES:

Michael Alexander  
(Print name.)

Gae G. Miller  
(Print name.)

Ridgewood Condominium Association

By: JANE H. BAKER  
(Print name.)

Its President

And: PAUL MALBOEUF  
(Print name.)

Its Secretary

STATE OF MICHIGAN )  
) SS  
COUNTY OF WASHTENAW)

On this 7<sup>th</sup> day of April, 2011, before me appeared Jane<sup>H.</sup> Baker and Paul Malboeuf, known to me personally, who, being by me sworn, did say that they are, respectively, the president and secretary of Ridgewood Condominium Association, a Michigan nonprofit corporation, named in and which executed the within instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Jane<sup>H.</sup> Baker and Paul Malboeuf each acknowledged said instrument to be the free act and deed of said corporation.

JASON AROS ROGGS, Notary Public  
(Print name.)

Washtenaw County, Michigan

My commission expires: 6/2012

This document was prepared by and when recorded return to:

David Olmstead  
600 Ridgewood Court ✓  
Ann Arbor, Michigan 48103