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Second Amendment to Huntington Park Consolidating Master Deed, OCC Sub Plan No 414

Huntington Park, is an Oakland County Condominium Subdivision, being Plan No 414, according to the Consolidating Master Deed recorded in Liber 10318, Pages 81 et seq, as amended by a First Amendment recorded in Liber 22273, Pages 273 et seq, together with rights in general common elements and limited common elements, as stated in the above Consolidating Master Deed and as described in Act 59 of the Public Acts of 13398, as amended, and

MCL 559 190 provides for amendment of the Huntington Park Condominium Consolidating Master Deed and Exhibit A as amended by affirmative vote of two thirds of the qualified co-owners, and,

15-16-126-000

The Board of Directors of Huntington Park Association is the duly created administrator of the affairs of Huntington Park Condominium, and,

The Board of Directors of Huntington Park Association is desirous to amend the Consolidating Master Deed and Restated Bylaws attached as Exhibit A to the Consolidated Master Deed as amended, to effectuate approved amendments, and,

The requisite approval of the unit owners of units in Huntington Park Condominium as required by MCL 559 190 has been obtained evidence, and is maintained in the Association records

The requisite approval of the mortgagees of units in Huntington Park Condominium as required by MCL 559 190(a) has been obtained through written ballot, and is maintained in the Association records

Therefore, the Consolidating Master Deed and Exhibit A, the Restated Condominium Bylaws are amended as reflected in the Second Amendment to the Consolidating Master Deed of Huntington Park and Exhibit A, the Restated Condominium Bylaws attached hereto

Except as amended by the Second Amendment to the Huntington Park Consolidating Master Deed and Restated Condominium Bylaws, the Huntington Park Condominium Documents and Subdivision Plans as previously recorded remain unchanged and in full force and effect

Huntington Park Association
Michigan Nonprofit Corporation

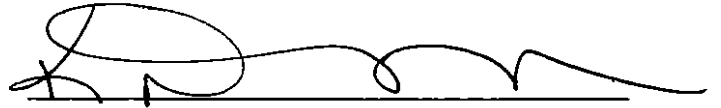
By Alan Vanderkaay
Alan Vanderkaay
Its President of the Board of Directors

O.K. - RC

OK - LG

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 23rd day of September, 2013, the attached Second Amendment to the Consolidating Master Deed of Huntington Park Condominium and Exhibit A, the Restated Condominium Bylaws was acknowledged before me, Alan Vanderkaay, as President of the Board of Directors of Huntington Park Association, a Michigan Nonprofit Corporation, on behalf of the Association, pursuant to the requisite approval of the general membership


_____, Notary Public
State of Michigan, County of Macomb
My Commission Expires 6/23/2018
Acting in the County of Oakland

Drafted By And When Recorded Return To

SCHLOTTMAN & WAGNER, P C
Judi M Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

K. Deburghgrave
Notary Public, Macomb Co., MI
My Commission Expires June 23, 2018

**SECOND AMENDMENT TO THE
CONSOLIDATING MASTER DEED OF
HUNTINGTON PARK
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 414**

This Second Amendment to the Consolidating Master Deed is made and executed on this 18~~th~~ day of July, 2013, by the Huntington Park Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located at 47200 Van Dyke Avenue, Shelby Township, MI 48317, represented herein by Alan Vanderkay, the President of the Board of Directors of the Huntington Park Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act". The Huntington Park Consolidating Master Deed is recorded in Liber 10318, Pages 81 et seq., and the First Amendment to the Consolidating Master Deed is recorded in Liber 22273, Pages 272-301 inclusive, Oakland County Records

The Association desires by recording this Second Amendment to the Consolidating Master Deed, together with the Restated Condominium Bylaws attached as Exhibit "A" which is hereby incorporated by reference), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements and appurtenances now located upon such real property as a residential condominium project under the provisions of the Condominium Act of Michigan. The Condominium Subdivision Plan, Exhibit "B" to the Consolidating Master Deed is hereby further incorporated although not recorded with this Second Amendment to the Consolidating Master Deed

The Association by recording of this instrument, reaffirms the establishment of Huntington Park as a Condominium under the Condominium Act and declares that Huntington Park, shall, after reaffirmation be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and in any other manner used, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Second Amendment to the Consolidating Master Deed and Exhibit "A", which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

Section 1 Condominium Name and Subdivision Plan No. The Condominium shall be known as Huntington Park, Oakland Condominium Subdivision Plan No 414 The Condominium Project is established in accordance with the Act

Section 2 Condominium Units and Co-owner Rights of Access to Common Elements. The units contained in the Condominium, including the number, boundaries and dimensions and area of each unit, are set forth completely in the Condominium Subdivision Plan attached to the Consolidating Master Deed as Exhibit "B" The depiction on the recorded plans may not accurately reflect the units as constructed and presently existing To the extent that a variance may occur, the unit and its limited common elements as built and existing shall supersede and replace the recorded plans Each unit has its own entrance to and exit from a common element of the Condominium Each Co-owner in the Condominium has an exclusive right to his unit and has undivided and inseparable rights to share the Common Elements of the Condominium Project with other co-owners of the Condominium

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows

Huntington Park Phase I

Land in the City of Rochester Hills, Oakland County, Michigan, part of the Northwest one quarter of Section 16, Town 3 North, Range 11 East, more particularly described as

Commencing at the North one quarter corner of said Section 16, thence South 87 degrees 39 minutes 55 seconds West, along the North line of said Section 16, 380.00 feet, thence South 05 degrees 26 minutes 55 seconds East, 60.08 feet thence South 87 degrees 39 minutes 55 seconds West, along the South line of Walton Boulevard, 721.77 feet to the point of beginning of the lands herein described, thence South 10 degrees 04 minutes 58 seconds East, 72.66 feet, thence North 87 degrees 39 minutes 55 seconds East, 144.61 feet, thence South 02 degrees 20 minutes 05 seconds East, 228.00 feet, thence South 87 degrees 39 minutes 55 seconds West, 170.00 feet, thence North 02 degrees 20 minutes 05 seconds East, 150.00 feet, thence North 10 degrees 04 minutes 58 seconds West, 151.38 feet to the South line of Walton Boulevard, thence North 87 degrees 39 minutes 55 seconds East, along said line, 36.00 feet to the point of beginning and containing 41,789 square feet, more or less

Huntington Park Phase II

Land in the City of Rochester Hills, Oakland County, Michigan, part of the Northwest one quarter of Section 16, Town 3 North, Range 11 East, described as follows

Commencing at the North one quarter corner of said Section 16, thence South 87 degrees 39 minutes 55 seconds West, along the North line of said Section 16, 380 00 feet, thence South 05 degrees 26 minutes 55 seconds East, 60 08 feet, thence South 87 degrees 39 minutes 55 seconds West, along the South right-of-way line of Walton Boulevard, 721 77 feet, thence South 10 degrees 04 minutes 58 seconds East, 72 66 feet, thence North 87 degrees 39 minutes 55 seconds East, 145 00 feet, thence South 02 degrees 20 minutes 05 second East, 228 00 feet thence South 87 degrees 39 minutes 55 seconds West, 145 00 feet, thence North 02 degrees 20 minutes 05 seconds West, 228 00 feet to the point of beginning and containing 33,060 square feet, more or less

Commencing at the North one quarter corner of said Section 16, thence South 87 degrees 39 minutes 55 seconds West, along the North line of said Section 16, 1,266 88 feet, thence South 02 degrees 41 minutes 48 seconds East, 215 00 feet to the point of beginning, thence North 87 degrees 39 minutes 55 seconds East, 135 00 feet, thence North 70 degrees 43 minutes 52 seconds East, 1717 feet, thence South 02 degrees 20 minutes 05 seconds East, 150 00 feet, thence South 87 degrees 39 minutes 55 seconds West, 150 51 feet, thence North 02 degrees 41 minutes 48 seconds West, 145 00 feet to the point of beginning and containing 20,699 square feet, more or less

Huntington Park Phase III

Land in the City of Rochester Hills, Oakland County, Michigan, part of the Northwest one quarter of Section 16, Town 3 North, Range 11 East, described as follows

Commencing at the North one quarter corner of said Section 16, thence South 87 degrees 39 minutes 55 seconds West, along the North Line of said Section 16, 380 00 feet, thence South 05 degrees 26 minutes 55 seconds East, 60 08 feet to a point called "A", thence South 87 degrees 39 minutes 55 seconds West, 134 38 feet, thence South 02 degrees 20 minutes 05 seconds East, 300 00 feet, thence South 87 degrees 39 minutes 55 seconds West, 287 99 feet, thence North 02 degrees 20 minutes 05 seconds West, 228 00 feet, thence South 87 degrees 39 minutes 55 seconds West 289 61 feet, thence North 10 degrees 04 minutes 53 seconds West, 72 66 feet, thence North 87 degrees 39 minutes 55 seconds East, 587 39 feet to the point of beginning, and containing 107,598 36 square feet, more or less

Commencing at a point called "A" thence South 87 degrees 39 minutes 55 seconds West, 757 77 feet, to the point of beginning, thence South 10 degrees 04 minutes 58 seconds East, 151 38 feet, thence South 70 degrees 43 minutes 52 seconds East, 17 17 feet, thence South 87 degrees 39 minutes 55 seconds West, 135 00 feet, thence North 02 degrees 41 minutes 48

seconds West, 155 00 feet, thence North 87 degrees 39 minutes 55 seconds East, 131 99 feet to the point of beginning and containing 21,974 square feet more or less

Huntington Park Phase IV

Land in the City of Rochester Hills, Oakland County, Michigan, part of the Northwest one quarter of Section 16, Town 3 North, Range 11 East, described as follows

Commencing at the North one quarter of said Section 16, thence South 87 degrees 39 minutes 55 seconds West, along the North line of said Section 16, 380 00 feet, thence South 05 degrees 26 minutes 55 seconds East, 60 08 feet to the point of beginning, thence continuing along said line South 05 degrees 26 minutes 55 seconds East, 300 44 feet, thence South 87 degrees 39 minutes 55 seconds West, 150 70 feet, thence North 02 degrees 20 minutes 05 seconds West, 300 00 feet, thence North 87 degrees 39 minutes 55 seconds East, 134 38 feet, to the point of beginning and containing 42,775 square feet, more or less

ARTICLE III

DEFINITIONS

Section 1 General Description of Terms Used Certain terms are used not only in this Second Amendment to the Consolidating Master Deed and Exhibit "A" attached, but are or may be used in various other instruments such as the Articles of Incorporation, Corporate Bylaws and Rules and Regulations of the Huntington Park Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Huntington Park, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms shall be defined as follows

Section 1 Act The "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, being MCL 559 101 et seq as amended

Section 2 Association "Association" or "Association of Co-owners" means Huntington Park Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners are members by virtue of ownership of a unit in the Condominium Complex. The corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law

Section 3 Bylaws "Bylaws," "Restated Condominium Bylaws," or "Condominium Bylaws" means Exhibit A attached to this Second Amendment to the Huntington Park Consolidating Master Deed. These Bylaws state the substantive rights and responsibilities of the Co-owners

Section 4 Common Elements "Common Elements", used without modification, means both the General and Limited Common Elements described in Article IV of this Second Amendment to the Consolidating Master Deed

Section 5 Condominium Documents "Condominium Documents" means this recorded Second Amendment to the Consolidating Master Deed, Exhibit A, the Restated Condominium Bylaws, the original Subdivision Plans, the Corporate Bylaws, the Articles of Incorporation, Rules and Regulations and any other instrument referred to in these documents, or any other recorded documents which affect the rights and obligations of a Co-owner or other parties of the Condominium

Section 6 Condominium Premises "Condominium Premises" means and includes the land described in Article II of this Second Amendment to the Consolidating Master Deed and the buildings, all improvements and structures, and all easements, rights of way, licenses and appurtenances belonging to each and all phases of Huntington Park

Section 7 Community, Complex or Condominium "Community", "Complex" or "Condominium" means Huntington Park as an approved and recorded Condominium Subdivision

Section 8 Condominium Subdivision Plan "Condominium Subdivision Plan" means Exhibit B to original Consolidating Master Deed of Huntington Park

Section 9 Control Date "Control Date" means the date on which a proposed amendment to the Condominium Documents is approved by the requisite number of Co-owners

Section 10 Co-owner or Owner "Co-owner or Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination, who or which owns a Condominium unit within the Condominium Premises, and may include a land contract vendee, the trustee of a revocable living trust, or beneficiary of an irrevocable living trust. When the terms Co-owner or Owner are used in the Condominium Documents regarding the observance or performance of obligations or conditions, the terms refer to any person having an interest in the use or occupancy of a unit or entering upon the Condominium Premises. These persons include Co-owners, family members, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents, heirs, assigns and personal representatives or administrators

Section 11 Corporate Bylaws "Corporate Bylaws" means the Bylaws adopted per the Nonprofit Corporation Act, MCL 450 2101 et seq , which govern the procedures of the Association as a corporate entity

Section 12 Default or Co-owner Fault "Default or Co-owner Fault" means those circumstances as determined by the Board of Directors of the Association constituting a Co-owner's act of commission or omission (including without limitation, negligence, misuse, neglect, misfeasance, malfeasance or nonfeasance) or noncompliance regarding any provision of the Condominium Documents, or the written directives or requests of the Board of Directors. The term Co-owner includes persons or entities claiming through a Co-owner or in connection with a Co-owner. The term "Default" includes the failure to pay mortgages, taxes or any other obligation of unit ownership or incur liens or forfeitures which impact or jeopardize the health, safety, welfare, financial interest or aesthetics of the Complex.

Section 13 Limited Common Element "Limited Common Element" means a portion of the Common Elements reserved in the Second Amendment to the Consolidating Master Deeds for the exclusive use of less than all of the Co-owners, or which in fact services less than all of the Co-owners of the Association, whether or not the Second Amendment so states.

Section 14 Percentage of Value "Percentage of Value" means the percentage assigned to each Condominium unit as reflected in Article IV of the Second Amendment to the Consolidating Master Deed.

Section 15 Purchaser "Purchaser" means each natural person or entity which acquires an interest in the title to a unit by virtue of a conveyance, transfer, assignment or by operation of law.

Section 16 Person "Person" means an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination of legal entities as defined by Michigan law.

Section 17 Qualified Co-owner "Qualified Co-owner" means a unit owner whose assessment and all other payment obligations to the Association are not in arrears and who is not in default as defined in Section 12 of this Article.

Section 18 Record "Record" means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a unit or the condominium subject to applicable provisions of the Condominium Act.

Section 19 Record Date The "record date" for voting purposes is the date sixty-one days prior to a transaction (whether the transaction is a meeting date or ballot return date) by which a person must have acquired title to or an interest in a unit to be entitled to notice and the right to vote.

Section 20 Resident Owner The term "resident owner" means a Co-owner who maintains a unit within the Condominium Community as the primary residence.

Section 21 Unit or Condominium Unit "Unit" or "Condominium Unit" means the portion of the Condominium Premises designated and intended for separate ownership and residential use as described in this Second Amendment to the Consolidating Master Deed and the original Exhibit B

For purposes of these definitions whenever any reference is made to one gender, it includes a reference to any and all genders where appropriate, similarly, whenever a reference is made to the singular, the reference includes the plural where appropriate and vice versa

ARTICLE IV

COMMON ELEMENTS

Section 1 Common Elements The Common Elements of the Condominium described in Exhibit "B" and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows

A General Common Elements The general Common Elements are

- (1) Land The land described in Article II including roads, driveways, sidewalks, and parking spaces to the extent not occupied by or designated as Condominium units or Limited Common Elements/ as shown on Exhibit B The Board of Directors may assign parking spaces on an equitable basis or to accommodate persons with disabilities,
- (2) Electrical The electrical wiring network throughout the Community up to the point of connection with each unit meter, including all wiring and fixtures for exterior security lighting,
- (3) Utility Connections Public connections for gas, electricity, light, telephone and water up to the point of connection with each Building,
- (4) Gas The gas transmission lines throughout the Community, up to the point of connection with each unit meter,
- (5) Telephone The telephone wiring network throughout the Community up to the point of entry to each individual unit,
- (6) Plumbing The water distribution system throughout the Community, up to the point of connection with each unit meter,
- (7) Sewerage The storm and sanitary sewer system throughout the Community, up to the point of entry to/exit from each unit,

- (8) Sprinkler System The lawn sprinkling system and control boxes located throughout the Community,
- (9) Construction Foundations, supporting columns, basement walls, unit perimeter walls, roofs, ceilings, floor construction between unit levels, chimneys,
- (10) Garages Garage doors (including tracks and springs), all common entry doors, and each garage window,
- (11) Retaining walls and fencing All retaining walls and fences as currently located throughout the Community,
- (12) Easements All beneficial easements referred to in this Second Amendment to the Consolidating Master Deed, and
- (13) Other Such other elements of the Community not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep and/or safety of the Community, regardless of whether located within or without the perimeter of a unit

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment share General Common Elements only to the extent of any interest attributable to the unit owners. The Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

B Limited Common Elements Limited Common Elements are reserved to the exclusive use and enjoyment of the owner of the unit to which the Limited Common Element is appurtenant. The Limited Common Elements are as follows:

- (1) Patios, Decks and Balconies Each individual patio, deck and balcony shown on Exhibit "B",
- (2) Steps and Stairways Steps, hall stairways, hallways and garage stairways,
- (3) Garages Each garage shown on Exhibit "B",

- (4) Interior Surfaces Ceilings, floors and the interior surfaces of unit walls,
- (5) Windows, Screens, Doorwalls, Doors Unit windows, screens, doorwalls, garage doors (both vehicle and common entry) (but not mechanical or remote opening devices and related hardware which are considered the personal property of the Co-owner) and unit entry doors in the Complex,
- (6) Air Conditioning and Heat Each individual air conditioner, compressor, furnaces and heating units, including related duct work and operational accessories, facilities and ground surface occupied,
- (7) Fireplaces and Dehumidifiers Fireplaces, including fireplace combustion chambers, chimneys, flues and flue caps, dehumidifiers including any connections, tubing or duct work,
- (8) Sump Pump The sump pumps servicing units or buildings in the Community,
- (9) Water Heaters The water heater servicing each unit, and
- (10) Other Any other elements of the Community, which are used exclusively by less than all of the Co-owners or to which access is restricted to less than all of the Co-owners

C Responsibilities

Every unit Co-owner is responsible for the decoration, maintenance, repair and replacement of their following Limited Common Elements

- (1) their furnace or heating unit including related ductwork and operational accessories,
- (2) their hot water heater, including connections, duct work and plumbing connection,
- (3) their humidifiers, including connections, drip pans, drainage tubing and duct work,
- (4) the sump pump including regular inspections at least annually as a part of maintenance,
- (5) their windows, window seals and window screens,

- (6) their unit doors, door walls, and garage door openers,
- (7) their air conditioner, compressor, pad, duct work and ground surface occupied,
- (8) unit interior finished surfaces including walls and drywall, ceilings and floors,
- (9) fireplaces, including fire combustion chambers, chimneys, flues and chimney flue caps,
- (10) exterior patio, deck and balcony lights,
- (11) dryer vents and any other such appliances and venting equipment, and any related operational accessories,
- (12) balconies, patios and porches except that the Association is responsible for repairs and replacement as to the original item,
- (13) remote transmitters for use with garage door openers,
- (14) those elements of the Community which are used exclusively by less than all of the Co-owners or to which access is restricted to less than all of the Co-owners. The Association is responsible for maintenance of steps, hall stairways, hallways, and garage stairways
- (15) The Association is responsible for the costs of maintenance, repair and replacement of all other Common Elements not listed above
- (16) Co-owner responsibilities must be performed according to specifications provided in the Condominium Documents of the Association and applicable State and Local governing laws or ordinances. All areas of the above Limited Common Elements visible from the exterior of the unit must be maintained according to appearance standards adopted by the Board of Directors

Section 2 Unit and Limited Common Elements The primary responsibility for the costs of insurance, maintenance, and decoration of a unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Community, and the Limited Common Elements assigned or appurtenant to the unit shall be borne by the Co-owner of the unit. If repair or replacement is required because of damage caused by a co-owner, the costs of repair or replacement is that of the co-owner

Section 3 Utility Charges All costs of electricity, telephone, cable TV, water and any other utility services shall be borne by the Co-owner of the unit to which such services are furnished. The Association shall provide exterior water, however, the Association shall have the right to surcharge any Co-owner, on a reasonable and equitable basis, for abnormal or excessive usage.

Section 4 Timely Performance If the Co-owner fails or refuses to perform the decoration, maintenance, repairs or replacement responsibilities required above within a reasonable time period determined in the sole discretion of the Board of Directors, the Association, upon written notice to the Co-owner, has the right to cause the decoration, maintenance, repairs or replacement to be accomplished. The costs incurred by the Association are chargeable to the Co-owner and collected in the same manner as assessments per Article II of the Condominium Bylaws.

Section 5 Inconsistent Use No Co-owner shall use the unit or the Common Elements in any manner inconsistent with the purposes of the Community, the terms and provisions of the Condominium Documents or in any manner which will constitute a nuisance, interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Co-owner's unit or the Common Elements.

Section 6 Co-owner Additions, Modifications Co-owner additions and modifications even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Community which requires the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

Section 7 Co-owner Fault Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the actions of any Co-owner, or family, guests or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.

Section 8 Unauthorized Repair The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

Section 9 Unusual Expenses Any other unusual common expenses benefiting less than all of the Condominium units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, may be specifically assessed against the Condominium unit or Condominium units involved

ARTICLE V

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1 Condominium Unit Description Each Condominium unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by James H Buckerfield, RLJ, and attached to the original Master Deed as Exhibit "B" Each Condominium unit shall consist of (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the floors of units other than the basements, all that space contained within the interior, finished, unpainted main walls and ceilings and from the finished subfloor all as shown on the floor plans and sections of Exhibit B, and delineated by heavy lines In determining dimensions, floor areas and unit volumes, each unit has been measured from the interior finished, unpainted surfaces of the main walls and ceilings and from the interior surfaces of subfloors Building elevations are on file with the City of Rochester Hills

Section 2 Calculation of Percentage of Value There are a total of 45 units in Huntington Park The percentage of value for each unit is stated below This determination was made by the Developer on the basis of the relative prices of units The percentage of value determines each Co-owner's share in the Common Elements, the Co-owner's share in the proceeds and expenses of administration and the value of the Co-owner's vote The total value of the Community is 100%

Section 3 The following percentages of values are assigned to the units

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	2 557
2	2 557
3	1 962
4	2 099
5	2 099
6	1 962
7	2 557
8	2 557
9	1 962

10	2 099
11	2 099
12	1 962
13	2 557
14	2 557
15	1 962
16	2 099
17	2 099
18	1 962
19	2 557
20	2 557
21	1 962
22	2 099
23	2 099
24	1 962
25	2 557
26	2 557
27	1 962
28	2 099
29	2 099
30	1 962
31	2 557
32	2 557
33	1 962
34	2 099
35	2 099
36	2 557
37	2 557
38	2 099
39	2 099
40	2 557
41	2 557
42	1 962
43	2 099
44	2 099
45	1 962

ARTICLE VI

EASEMENTS

Section 1 Encroachment If any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment throughout its existence, and for maintenance after rebuilding in the event of any destruction or casualty. There is a permanent easement for the maintenance and repair, renovation, restoration, reconstruction or replacement of Common Elements, which is administered by the Board of Directors. There are easements to, through and over those portions of the land, structures, buildings and improvements, and interior walls as may be reasonable for the reconstruction, renovation, restoration, replacement, removal, installation, maintenance and repair of all public utilities necessary to the Condominium. Easements of support exist with respect to any unit interior supporting wall.

Also included in this Article VI are easements created as a result of condemnation or eminent domain proceedings or easements created from time to time by the Board of Directors of the Association (including without limitation those created as a result of repairs, renovations or alterations made or approved by the Board of Directors) or in documents affecting or pertaining to the Condominium. In addition, each Condominium unit has and is subject to all easements of necessity in favor of the Condominium unit or in favor of the other Condominium units and the Common Elements.

Section 2 Right of Access of Board of Directors. The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium unit

(a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained in the unit or elsewhere in the Condominium Premises,

(b) To prevent damage or deterioration to the Common Elements or to other Condominium units,

(c) To perform any operations required in connection with the decoration, maintenance, repair, replacement, renovation or improvement of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving the unit, other units or the Common Elements, and

(d) To remedy or abate any violations of the Condominium Documents or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction

Section 3 Responsibility Performance Easements. The Association and its agents or contractors and all public or private utilities shall have such easements over, under, across

and through the Condominium Premises, including all units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which it or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium

It is a matter of concern that a Co-owner may fail to properly maintain his unit or any Limited Common Elements in a proper manner and in accordance with the standards set forth in this Second Amendment to the Consolidating Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Second Amendment to the Consolidating Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep the unit or any improvements to the unit, or any Limited Common Elements, the Association shall have the right, and all necessary easements (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the unit, its improvements or any of its Limited Common Elements, all at the expense of the Co-owner of the unit. The Association shall not be liable to the Co-owner of any unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access.

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 and expenses incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with their monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws. The lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines and late charges.

Section 4 Contractual Easements. The Association, acting through its Board of Directors is empowered to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wining agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna and similar services (collectively "telecommunications") to the Community or any unit in the Community.

However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate

any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installation, marketing or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium Premises within the meaning of the Act and shall be paid over to and are the property of the Association.

ARTICLE VII

AMENDMENT

Section 1 Amendment by Co-owner Approval. The Second Amendment to the Consolidating Master Deed and Restated Condominium Bylaws may be amended with the prior consent of two thirds of the Co-owners. Each first mortgagee of record of a unit in the Condominium has one vote for each unit on which a first mortgage is held, where mortgagee votes are required. Mortgagee votes required by this Section are limited to the categories and procedures designated in MCL 559 190(a) as amended.

a Responsibility for Amendment Costs. Persons, other than the Board of Directors, causing or requesting an amendment to the Condominium Documents are responsible for the costs and expenses of the amendment. If amendments receive the vote of the prescribed number of Co-owners and, where applicable, mortgagees, then the costs will be reimbursed by the Association. Costs of amendments proposed by the Board of Directors are expenses of administration.

Section 2 Amendment to Correct Errors. The Association, acting through its Board of Directors, reserves the right to amend the Second Amendment to the Consolidating Master Deed and Restated Condominium Bylaws without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees. Examples for purposes of illustration include amendments to correct typographical or scrivener's errors.


Section 3 Notice of Amendment of Errata. Co-owners shall be notified of proposed amendments, under paragraph 2, not less than 10 days before the amendment is recorded.

Section 4 Amendment to Unit Dimensions. A Co-owner's unit dimensions or Limited Common Elements may not be modified without the Co-owner's consent.

Section 5 Amendment to Percent of Value. The percentage of value of the units shall not be modified without the consent of each affected Co-owner and mortgagee.


Section 6 Vacation and Termination The Condominium Premises may not be terminated, vacated, revoked or abandoned without the prior written consent of 80% of all Co-owners

HUNTINGTON PARK ASSOCIATION

By 
Alan Vanderkay
Its President of the Board of Directors

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 18 day of July, 2013, the foregoing instrument was acknowledged before me by Alan Vanderkay, President of the Board of Directors of Huntington Park Association, who attested that this document received the approval of two-thirds of the qualified Co-owners of Huntington Park Association


Notary Public
Macomb County, Michigan
My Commission Expires 6/23/2018
Acting in the County of Oakland

Second Amendment to the Consolidating Master Deed

K. Deburghraeve
Notary Public, Macomb Co., MI
My Commission Expires June 23, 2018

Drafted By
Schlottman & Wagner, P C
Judi M Schlottman (P35479)
43642 Elizabeth
Clinton Township, MI 48036
(586) 465-1330

When Recorded Return To Drafter