

BALLOT

I, the designated voting representative/proxy holder for Lot _____, at Kimberly North #_____ Subdivision, _____, vote as

(Address)

follows on the proposed Amendment to the Bylaws and Restrictions. This Ballot counts for quorum purposes and is valid at the meeting of _____ members of Kimberly North Improvement Association to be held on _____, 2015, at _____ p.m., and any adjournments thereof. This Ballot remains valid until revoked by the undersigned either personally or by written notification up until the time of said meeting, or any adjournments thereof.

PROPOSAL 1

ARTICLE IV, Section 2 of the Association Bylaws

The existing Article IV, Section 2 shall be replaced and superseded by the following section, which said original Section shall be of no further force and effect:

Section 2. Failure to Pay Annual Maintenance Charges: Any assessment levied hereunder against any lot which is not paid within ten (10) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of seven (7%) percent per annum and the Association may additionally charge a reasonable late fee to be determined by its Board of Directors.

In addition to constituting a lien against the lot, the maintenance assessments shall be the personal responsibility of the owner of the lot at the time the assessment is levied. The Association may bring an action at law against the owner personally obligated to pay the assessment, interest, late payment fees, and attorneys fees and costs, and/or may foreclose the lien against the lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting or foreclosing upon any such delinquent assessments, including interest, costs and attorneys fees (not limited to statutory fees), shall be chargeable to the owner in default and shall be secured by the lien on their lot. The aggregate amount of the unpaid assessment, interest, late payment fees, attorney's fees and collection costs, shall also be a lien against the lot corresponding to the unpaid assessment. No owner may waive or otherwise escape liability for the assessments provided for herein.

A member in default shall not be in good standing and as such shall not be entitled to vote at any meeting of the Association so long as such default continues. Any and all costs and expenses, including attorney's fees and costs, incurred by Kimberly North Improvement Association in any action seeking to enforce the terms of the Restrictions and/or the Bylaws shall be chargeable against the Homeowner in default, their personal obligation, and shall also constitute a lien against the Homeowner's lot.

PROPOSAL 2

Paragraph 9 of the Restrictions

The following new section is added to the existing Paragraph 9 and replaces and supersedes the Amendment recorded in Liber 15277, Page 787, Oakland County Records:

(f) Any assessment levied hereunder against any lot which is not paid within ten (10) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of seven (7%) percent per annum and the Association may additionally charge a reasonable late fee to be determined by its Board of Directors.

In addition to constituting a lien against the lot, the maintenance assessments shall be the personal responsibility of the owner of the lot at the time the assessment is levied. The Association may bring an action at law against the owner personally obligated to pay the assessment, interest, late payment fees, and attorney’s fees and costs, and/or may foreclose the lien against the lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting or foreclosing upon any such delinquent assessments, including interest, costs and attorney’s fees (not limited to statutory fees), shall be chargeable to the owner in default and shall be secured by the lien on their lot. The aggregate amount of the unpaid assessment, interest, late payment fees, attorney’s fees and collection costs, shall also be a lien against the lot corresponding to the unpaid assessment. No owner may waive or otherwise escape liability for the assessments provided for herein.

A member in default shall not be in good standing and as such shall not be entitled to vote at any meeting of the Association so long as such default continues. Any and all costs and expenses, including attorney’s fees and costs, incurred by Kimberly North Improvement Association in any action seeking to enforce the terms of the Restrictions and/or the Bylaws shall be chargeable against the Homeowner in default, their personal obligation, and shall also constitute a lien against the Homeowner’s lot.

Yes_____

No_____

Date: _____

Member Signature

Member Name Printed

NOTE: Please refer to the association website at www.knhome.org for more details, instructions, and the current association bylaws.