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FIRST AMENDMENT TO MASTER DEED OF  
WILDERNESS LAKES ESTATES CONDOMINIUM

THIS FIRST AMENDMENT TO MASTER DEED is made and executed on the 26<sup>th</sup> day of February, 1991, by John LaFontaine, President of WILDERNESS LAKES ESTATES, INC., a Michigan corporation, "Developer", who is fully empowered and qualified to act on behalf of said Developer in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

W I T N E S S E T H :

WHEREAS, the Developer of WILDERNESS LAKES ESTATES CONDOMINIUM, a condominium project established pursuant to the Master Deed thereof dated July 30, 1990, and recorded August 10, 1990, in Liber 1424 of Deeds, Pages 0171 through 0228 both inclusive, Livingston County Records, and known as LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 25, desires to amend the Bylaws, attached thereto as Exhibit "A", pursuant to the authority reserved in ARTICLE VIII of the Master Deed thereof for the purposes of modifying certain architectural control restrictions contained in said Bylaws;

A PARCEL OF LAND LOCATED IN THE SE ¼ OF SECTION 36; T3N\_R6E'  
HARTLAND TOWNSHIP  
NOW, THEREFORE,

ARTICLE I OF AMENDMENT

ARTICLE VI, Section 3 of the Bylaws which are Exhibit A the Master Deed of WILDERNESS LAKES ESTATES CONDOMINIUM, shall upon recordation in the office of the Livingston County Register of Deeds of this Amendment be replaced by the following:

Section 3. Architectural Control. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project. A Co-owner shall engage the services of a licensed builder to construct improvements (including the residential dwelling) within the boundaries of a Condominium Unit. Developer shall be entitled to require that the builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been proved in writing by the

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LIVINGSTON COUNTY

RECORDED

Developer and have been filed with Hartland Township. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the condominium as a whole. The following building restrictions will apply to all units and improvements thereon:

- (a) No residential structure with less than a 4/12 roof pitch will be permitted.
- (b) No residential structure exceeding two (2) stories in height above grade level will be permitted; however, "tri-level" or "quad-level" structures, as approved by Developer shall not constitute a violation of this paragraph.
- (c) All residential structure must have an attached garage (minimum - two car; maximum - three car) (must be side loading).
- (d) Single-level, ranch-type structures, with basement or crawl space below grade level shall be at least 1,500 square feet in size. No ranch shall be constructed on a slab foundation.
- (e) Two-level, ranch-type structures (one floor above the other with one floor above grade level and open exposed basement) shall be at least 1,500 square feet on floor above grade level. Basements of such structures need not be finished basements.
- (f) Bi-level residential structures (the lower floor of which is below grade level a maximum of five (5) feet and no more than 1 1/3 stories high) shall be at least 2,000 square feet, and both levels shall be completely finished.
- (g) Tri-level residential structures (being 1 1/2 stories high above grade level) shall have finished floor area in the two upper floors of at least 2,000 square feet.
- (h) Quad-level residential structures (being 1 1/2 stores high above grade level) shall have finished floor area in the two upper floors of at least 2,000 square feet.

- (i) Two-story residential structures (two stories above grade level) shall have at least 1,150 square feet at grade level and at least 2,000 square feet total area, all finished.
- (j) Story-and-a-half residential structures (being two floors above grade level) shall have at least 2,000 square feet total with the upper floor at least 1/3 the square foot area of the lower level. Both levels shall be completely finished.
- (k) Square foot area shall be computed by including exterior walls, partitions, bay windows, if same reach to the floor and are fully enclosed, heated areas. Attached garages and crawl spaces shall not be so included.
- (l) The exterior walls of residential facial structures, including all enclosed, heated areas and attached garages, breezeways and porches shall be constructed of a minimum of thirty-five percent (35%) natural stone (or brick of equal quality), window areas excluded; the balance may be artificial stone, cedar, white pine, cypress or other siding as the Developer may approve in writing. The Developer shall have the authority to approve any material which, in its opinion, is of comparable or superior quality to those specified above.
- (m) The exterior of all residential structures, attached garages and breezeways must be completed, including at least two (2) coats of paint, stain and/or varnish on all exterior woodwork within nine (9) months from the date of commencement of construction.
- (n) In-ground pools may be constructed with prior approval of the plans by the Developer.
- (o) No fences other than living shrubs and wood fences of corral or picket-type shall be permitted. Corral or picket-type wood fences may be erected on side and street front lines, providing that such fences shall not exceed forty-two (42") inches in height. No hedge or living shrub will be permitted in front of the front building line in excess of four (4') feet in height.

(p) Basic landscaping, including finish grading and seeding or sodding, and installation of driveways must be completed within nine (9) months after day of occupancy.

(q) Any exceptions shall be only by prior written notice of Developer.

The design, size and location of all dog houses, sheds (not to exceed 200 square feet) or other ancillary buildings must be approved in the same manner as in the procedure for approval of residences described above.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within thirty (30) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Homesite conform to or are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 30-day period, then the affected Co-owner shall response appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtain hereunder or by virtue of failure of action either by the Developer or the Association may be constructed as a precedent or waiver, binding on the Developer, the Association, any Co-owner or any other person as to any other structure of improvement which is proposed to be built.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other period or entity, subject only to the express limitations contained int eh Condominium Documents.

ARTICLE II OF AMENDMENT

In all other respects, other than as hereinabove indicated, the original Master Deed of WILDERNESS LAKES ESTATES CONDOMINIUM as recorded, including attachments and Exhibits, is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Master Deed the 26th day of February, 1991.

SIGNED IN THE PRESENCE OF:

WILDERNESS LAKES ESTATES, INC.

John A. Stevens  
John A. Stevens

By: John LaFontaine  
John LaFontaine

Nancy L. Mumma  
Nancy L. Mumma

Its: President

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

On this 26th day of February, 1991, before me personally appeared John LaFontaine who, being by me duly sworn, did say that he is the President of WILDERNESS LAKES ESTATES, INC., a Michigan corporation, and that the said instrument was signed on behalf of said corporation as Developer of this Condominium project.

Nancy L. Mumma

Nancy L. Mumma  
Notary Public

Oakland County, MI  
My commission expires: 2/9/92

DRAFTED BY & WHEN RECORDED  
RETURN TO:

✓ JOHN A. STEVENS (P26198)  
MATHESON, PARR, SCHULER,  
EWALD, ESTER & COOKE  
2555 Crooks Road, Suite 200  
Troy, MI 48084  
(313) 643-7900

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