

RECORDED

1998 DEC -9 A 11:59

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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SECOND AMENDMENT TO THE MASTER DEED OF
WILDERNESS LAKES ESTATES CONDOMINIUM

This second amendment to the master deed is made and executed on the thirteenth day of November, 1998 by Glenn E. Harper, President of the Wilderness Lake Estates Condominium Association, who is fully empowered and qualified to act on behalf of the co-owners in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended.)

WITNESSETH:

WHEREAS, the president of WILDERNESS LAKES ESTATES CONDOMINIUM ASSOCIATION, the governing body of the condominium project, a parcel of land located in the SE ¼ of section 36; T3N /R6E', Hartland Township, 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 purpose of modifying certain language, establishing a LATE FEE, USE OF BOWS & ARROWS, CLARIFICATION OF COUNTY, MAINTENANCE OF ROADS, MAINTENANCE OF YARDS, and ARCHITECTURAL CONTROL in said Bylaws;

NOW THEREFORE,

ARTICLE I OF AMENDMENT

The Bylaws which are Exhibit 'A' to the Master Deed of WILDERNESS LAKES ESTATES CONDOMINIUM, shall upon recordation in the office of the Livingston county Register of Deeds shall be modified or changed as directed below:

ARTICLE II OF AMENDMENT

SECTION ADDED:

ARTICLE II, Section 9. Establishment of a Late Fee for Unpaid Assessments. If, after 15 days from the due date, the assessment has not been paid, a late fee of five percent per month compounded will be levied.

SECTIONS MODIFIED:

ARTICLE VI, Section 3(d). Single-level, ranch-type structures, with basement or crawl space below grade level shall be at least 2,000 square feet in size. No ranch shall be constructed on a slab foundation.

ARTICLE VI, Section 3(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 2400 square feet, with at least 2000 square feet on the first floor. Basements of such structures need not be finished basements.

ARTICLE VI, Section 3(f). Bi-level residential structures (the lower floor of which is below grade level a maximum of five (5) feet and no more the 1 1/3 stories high) shall be at least 2,400 square feet, and both levels shall be completely finished.

ARTICLE VI, Section 3(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 2400 square feet.

ARTICLE VI, Section 3(h). Quad-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 2400 square feet.

ARTICLE VI, Section 3(i). Two-story residential structures (two stories above grade level) shall have at least 1,400 square feet at grade level and at least 2,400 square feet total area, all finished.

ARTICLE VI, Section 3(j). Story-and-a-half residential structures (being two floors above grade level) shall have at least 2,400 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.

SECTIONS MODIFIED:

ARTICLE VI, Section 5. Front Yards. The front yard areas of all Homesites (unless such Homesite is unbuilt upon) shall have well-maintained lawns. The definition of the front yard area shall be a line or lines parallel to the front street and intersecting the front of the residential structure and running from the residential structure intersecting the boundary line between the Condominium Unit and its appurtenant Limited Common Element yard area and ending at the line where each Condominium Unit's Limited Common Element yard area adjoins another Condominium Unit's Limited Common Element (or side street, if such Condominium Unit is a corner Homesite.) Well-maintained lawns shall mean lawns of a uniform, recognized grass type for lawns, regularly cut to a uniform height appropriate for such grass in a first-class residential development, trimmed and edged to preserve a neat, groomed and cared-for appearance in the Condominium. Lots that are not built upon shall maintain the vegetation to a height not to exceed six inches, the area to be maintain shall be all areas within fifty (50) feet of the roadway or to the established tree line, whichever is closer to the roadway.

ARTICLE VI, Section 8. Activities. No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become any annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, or other similar dangerous weapons, projectiles or devices. The use of bows and arrows for practice is allowed, if conducted in a safe and reasonable manner. Hunting is prohibited.

ARTICLE XVI section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the of the Livingston County Register of Deeds.

ARTICLE III OF AMENDMENT

The Master Deed of WILDERNESS LAKES ESTATES CONDOMINIUM, shall upon recordation in the office of the Livingston county Register of Deeds shall be modified or changed as directed below:

SECTION MODIFIED:

ARTICLE VI, section 2(e). Easement to Units 1, 2 and 3. There shall be a 30 foot access easement to Units 1, 2 and 3 for the benefit of said units, which easement, as set forth on Exhibit B, shall run from the roadway centered along the lot line of Units 3 and 4, thence south parallel to the easterly lot line of Unit 3, and then along the southerly lot line of Unit 2 up to the westerly lot line of Unit 1. The cost of maintenance and repair of this access road shall be borne equally by all of the co-owners of Wilderness Lakes Estates.

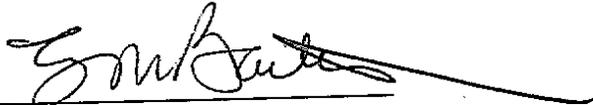
ARTICLE IV OF AMENDMENT

The above listed modifications and changes were voted upon and passed by two-thirds of the Co-owners, at the regular meeting of the WILDERNESS LAKES ESTATES CONDOMINIUM ASSOCIATION, on October 6, 1998 pursuant to ARTICLE XVI of the Bylaws.

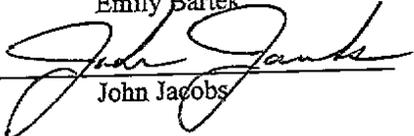
IN WITNESS WHEREOF, the President has executed this second Amendment to the Master Deed the thirteenth day of November, 1998.

SIGNED IN THE PRESENCE OF:

WILDERNESS LAKES ESTATES
CONDOMINIUM ASSOCIATION



Emily Bartek



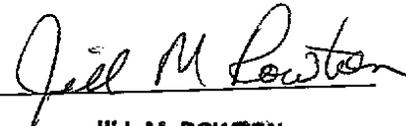
John Jacobs

By: 

Glenn E. Harper
Its: President

State of Michigan }
 }
County of Wayne }

On this thirteenth day of November, 1998, before me personally appeared Glenn E. Harper who, being duly sworn, did say that he is the president of WILDERNESS LAKES ESTATES CONDOMINIUM ASSOCIATION, and that the said instrument was signed on behalf of the Co-owners of WILDERNESS LAKES ESTATES CONDOMINIUM.



JILL M. ROWTON
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 01/29/01
sep. 10/29/2001

PLEASE RETURN RECORDED COPY TO:

✓ Drafted by: Glenn E. Harper
Wilderness Lakes Estates
Condominium Association
PO Box 182
Milford, MI 48381