

ARTICLE VI

ADVISORY COMMITTEE

An Advisory Committee of non-developer Co-owners shall be established either 120 days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3rd) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. The Advisory Committee shall meet with the Condominium Project Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Arbor Place Condominium is elected by the non-developer Co-owners

ARTICLE VII

RESTRICTIONS

Section 1. No Unit in the Project shall be used for other than a single-family residential purposes, and the Common Elements shall be used only for purposes consistent with the use of single-family residences. All Co-owners, future Co-owners, future tenants and any other persons or occupants using the facilities of the Project in any manner are subject to and shall comply with the Condominium Act, Master Deed, By-laws and rules and regulations adopted by the Association of Co-owners. All persons aforesaid shall also use the premises in a manner consistent with applicable zoning and all other ordinances of Plymouth Township.

Section 2. Architecture. No improvement, landscaping, building or structure of any kind shall be built, constructed, placed or installed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any modification be made to the exterior of any Unit within the Condominium Project, including landscaping within a Unit or on a Common Element shall be made without the express written consent of the Developer. Plans for any such modification or building must be presented to the Developer in such detail as the Developer may require. Any units or structures and improvements made during the Development

and Sales Period shall be made by the Developer exclusively or its agents and shall not be made by any other persons unless such right is assigned by the Developer. If any improvements, alterations or modifications are approved by the Developer or subsequently by the Condominium Association, they must be made in compliance with all building codes, zoning and other ordinances of the appropriate governmental agency. The Developer, however, may construct or build and make improvements on or within the Condominium Project without first obtaining the consent of the Association or other persons subject only to any limitations in the Condominium Documents which expressly prohibit such actions. No Co-owner shall make or carry on any modification or alteration of or to the exterior of his Unit without the express written consent of the Association. This provision as so inserted in these By-laws shall be strictly construed for the benefit of all the members to insure that the soundness and appearance of the Condominium Project will not be jeopardized. By way of illustration, and not by way of limitation, items such as awnings, basketball backboards, sheds, fountains, decorations, pools, antennas, outdoor carpet, playsets, kennels or similar additions or attachments are precluded. Also excluded are any change in color schemes by painting, staining or like process as well as sealing of driveways without the written consent of the Association.

Section 3. No offensive, improper, immoral, unlawful or unreasonably loud activity shall be carried on in any Unit or upon any Common or Limited Common Element, nor shall anything be done on or in said areas which may be or become an annoyance or a nuisance to the Co-owner(s) of the Condominium Project. If a dispute arises regarding an alleged violation of this Section that the Co-owners can not or will not resolve, the Association will have the authority to arbitrate the matter.

Section 4. Pets. No animals except one dog and one cat shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred on the premises for any commercial purposes. All animals shall have such care and restraint so as not to be offensive on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose at any time on the Common Elements and all animals must be attended by a responsible person at all such times. No dangerous animal may be kept on the premises. Any person who permits any animal to be brought or kept on the premises of Arbor Place Condominium shall indemnify and hold harmless the Association and any Co-owner for any loss, damage or liability the Association or Co-owner may sustain as a result of such animal on the premises, whether or not the Association has given its consent therefor. The Association shall

have the right to require that pets be registered with it and may adopt such rules and regulations that are reasonable, necessary and proper regarding pets.

Section 5. Vehicles. No vehicles, other than automobiles used for personal transportation purposes, may be parked or stored on the premises of the Condominium unless so parked or stored within a garage. Vehicles that are not operative may not be brought upon, parked or stored temporarily or permanently, upon the premises. Each Co-owner shall park his automobiles in the spaces provided each Unit. Overnight parking of vehicles is prohibited on the street unless the Association may so allow in certain instances. The repair of vehicles is prohibited on the premises unless done in a garage with closed door. The use of any motorized vehicle, excepting therefrom automobiles, on the premises is prohibited. Snowmobiles, trailers, commercial vehicles, motorcycles, campers, boats and similar vehicles and items may not be parked or stored on the premises unless parked in a garage. Commercial vehicles and trucks are allowed on the premises only in the course of making deliveries or in the conduct of business.

Section 6. Signs. No signs or other such items or devices shall be displaced on the premises which may be seen from the exterior of any Unit or from any Common Element, except for "For Sale" signs which may not exceed five (5) square feet in area. This Section shall not apply to the Developer, who shall be able to display signs and other advertising devices of reasonable size in furtherance of the development, advertising and marketing of Arbor Place Condominium. Signs may be placed in certain areas by the Developer and Association which assist the public in identifying and locating the Project.

ARTICLE VIII

LEASING AND SALE

Section 1. Leasing. A Co-owner may lease his Unit provided the occupancy is only by the lessee and his family. No rooms in a Unit may be rented and no transient tenants accommodated. A Co-owner desiring to rent or lease his Unit shall disclose that fact to the Association at least twenty (20) days before leasing the Unit and shall supply the Association with an exact copy of the Lease for review by the Association

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Bernard J. Younsblood
Wayne Co. Register of Deeds

FIRST AMENDMENT TO MASTER DEED
OF
ARBOR PLACE CONDOMINIUM ASSOCIATION

WHEREAS, Arbor Place Condominium Association was established as a residential condominium project in the Township of Plymouth, County of Wayne, State of Michigan, by the recording of a Master Deed in Liber 27611, Pages 365 through 410, Wayne County Records and was designated as Wayne County Condominium Subdivision Plan No. 375; and,

WHEREAS, Arbor Place is administered by Arbor Place Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Condominium Bylaws (Exhibit A to the Master Deed) were duly proposed, adopted and approved by the requisite majority of the co-owners and mortgagees in accordance with the procedures set forth in the Michigan Condominium Act;

NOW, THEREFORE, the Condominium Bylaws, Article VI, Section 1, that were attached as Exhibit A to the Master Deed is hereby amended to read as follows:

Section 1. Leasing and Rental.

(a) Upon the recording and distribution of the amendment embodying this text, no Units, room(s) or any other portions of any structures shall be leased or rented at any time, for any reason, by any person or entity, except:

(1) Unit 12 (45357 Stonehedge Drive) which can only be leased so long as it is exclusively owned by Fredrick Howell and Suzanne Howell, his wife; or

(2) any Unit where the current Co-owner has been in residence and has been transferred to an extended care medical facility. In such a case, the Unit may not, however, be leased for any period of time exceeding four years in cumulative total, nor may any such lease extend more than one year beyond the death of the current Co-owner.

WAYNE COUNTY TREASURER
N/C CB 3-3-05

EXAMINED AND APPROVED
DATE MAR 3 2005

BY N/C
NORMAN C. DUPUIE
PLAT ENGINEER

MDA 15 6R 2005 (A) (B)

(b) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner, occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(c) Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559.212(4)(b).

In all other respects the Master Deed is hereby reaffirmed and redeclared.

ARBOR PLACE CONDOMINIUM ASSOCIATION

BY: Virginia Mika
Virginia Mika MIKA
Its President

STATE OF ~~MICHIGAN~~ ^{Florida}
) ss.
COUNTY OF ~~WAYNE~~ ^{SARASOTA}

The foregoing First Amendment to Master Deed of Arbor Place Condominium Association was acknowledged before me, a notary public on the 11 day of February, 2005, by Virginia Mika, known to me to be the President of Arbor Place Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and that she has executed this First Amendment to Master Deed as her own free act and deed on behalf of the Association.



Donna M. Dolan
^{Florida}, Notary Public
State of ~~Michigan~~ ^{Florida}, County of ~~Wayne~~ ^{SARASOTA}
My commission expires: 2-20-07
Acting in the County of ~~Wayne~~ ^{SARASOTA}

DRAFTED BY AND WHEN RECORDED RETURN TO:

D. DOUGLAS ALEXANDER (P29010)
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