

**THIRD AMENDMENT TO THE
MASTER DEED OF
LAKE FOREST VILLAGE**
(Act 59 of the Public Acts of 1978 as amended)

\$ 15.00 MISCELLANEOUS RECORDING

\$ 2.00 REINDEMENTATION

14 APR 97 11:14 A.M.

RECORDED - OAKLAND COUNTY
SECRETARY OF STATE

DELCOR HOMES - LAKE FOREST VILLAGE, LTD., a Michigan corporation hereinafter sometimes referred to as the "Developer" whose address is 2195 South Milford Road, Milford, Michigan 48381, as Developer, has established LAKE FOREST VILLAGE, a condominium project pursuant to the Master Deed thereof as recorded on June 15, 1995 in Liber 15462, page 077, et. seq., Oakland County Records, as amended by the First Amendment to the Master Deed of LAKE FOREST VILLAGE as recorded on August 28, 1995 in Liber 15628, page 898, et. seq., Oakland County Records, and as further amended by the Second Amendment to the Master Deed of LAKE FOREST VILLAGE as recorded on October 29, 1996 in Liber 16725, page 074, et. seq., Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 916, does hereby execute and declare this Third Amendment to the Master Deed of LAKE FOREST VILLAGE pursuant to the authority reserved to the Developer in Article VI, Section 1(A) of the Master Deed for the purposes of amending the Master Deed Bylaws - Exhibit A.

**FIRST AMENDMENT TO
EXHIBIT "A"
BYLAWS**

The First Amendment to Exhibit "A" to the Master Deed of LAKE FOREST VILLAGE is hereby adopted and incorporated herein by reference. Upon recording of this Third Amendment to the Master Deed of LAKE FOREST VILLAGE, Exhibit "A" shall be deemed amended in accordance with this Third Amendment attached hereto.

RATIFICATION OF MASTER DEED

In all other respects other than as hereinabove indicated, the Master Deed of LAKE FOREST VILLAGE specifically including the Condominium Bylaws and Exhibit "A" as hereby amended are hereby ratified, confirmed and redeclared.

This Third Amendment to the Master Deed of LAKE FOREST VILLAGE is hereby executed this 31 day of March, 1997.

WITNESSED BY:

9000916

DELCOR HOMES - LAKE FOREST VILLAGE LTD., a Michigan corporation

Robin A. Bianco
Catherine Dolg

By:
Its:

Phil McCafferty
President

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STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 31 day of March, 1997, before me, a notary public in and for said County, personally appeared Phil McCafferty, President, to me personally known, who did state that he executed the foregoing instrument on behalf of DELCOR HOMES - LAKE FOREST VILLAGE, LTD., pursuant to the authority of the Board of Directors of said corporation and as his free act and deed.

Carol A. Wilder
Notary Public, Oakland County, Michigan
My commission expires: _____

CAROL A. WILDER
Notary Public, Oakland County, MI
My Commission Expires Apr. 17, 2001

Drafted by and when recorded, return to:

David S. Snyder, Esq.
Sullivan, Ward, Bone, Tyler & Asher, P.C.
1000 Maccabees Center
25800 Northwestern Highway
P.O. Box 222
Southfield, Michigan 48037-0222

**LAKE FOREST VILLAGE CONDOMINIUM
FIRST AMENDMENT TO EXHIBIT "A"
BYLAWS**

Article VI, Section 11(b) of the Bylaws is hereby expanded to include the following additional paragraph:

In addition to any other remedies available to the Association, the Association shall have the authority to adopt one or more resolutions levying fines (including attorney fees) against a Co-owner who fails or refuses to cure infractions of any of these Bylaws. The resolution shall be adopted by the Board of Directors and shall establish a procedure for the notification of the infraction with time to cure. The resolution shall further provide that failure to cure within the specified time following appropriate notification will result in a fine to be established by the Board of Directors. Any fines so established shall be deemed an Assessment which shall be added to any other Assessments established and which shall be enforceable in the manner provided in these Bylaws and applicable to the collection and/or enforcement of any regular or special Assessment.

Article VII, Section 4 of the Bylaws is hereby expanded to include the following additional paragraph:

"A minimum of one tree is required to be planted on the front lawn. This tree is required to be a minimum size of 2" caliber, of the deciduous variety and planted approximately 8' from the curb. All landscape plans must be submitted to and approved by the Architectural Control Committee prior to installation of such landscaping.

Article VII, Section 7 of the Bylaws is hereby deleted in its entirety. The following is substituted in its place and stead:

Section 7. Antennae. Prior to the installation of a television or satellite dish antenna, the Co-owner must obtain approval from the Architectural Control Committee. A plan designating the size and location must be submitted for approval.

Article VII of the Bylaws is hereby expanded to include an additional section hereby designated as Section 17:

Section 17. Exterior Painting. All exterior color changes must be approved by the Architectural Control Committee prior to application. This includes, but is not limited to, garage doors, exterior doors, siding, trim, decking, etc.

Article VII of the Bylaws is hereby further expanded to include an additional section hereby designated as Section 18:

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Section 18. Basketball Hoops. Basketball hoops are not permissible. Only portable basketball hoops are permitted, each of which must be stored inside the garage when not in use.

Article VII of the Bylaws is hereby further expanded to include an additional section hereby designated as Section 19:

Section 19. Fences and Dog Runs. No fences shall be constructed on a Unit other than those approved by the Architectural Control Committee established pursuant to Article IX of the Master Deed and as part of a landscaping plan. Fences will be permitted (wrought iron or aluminum fences that are crafted to resemble wrought iron decorative fences) around any in-ground swimming pool in accordance with the applicable ordinances of the Township and subject to the prior written approval of the Architectural Control Committee. Dog runs for permitted animals must be an integral part of the approved residence and must be approved by the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening. Each Co-owner must keep any dog and dog run in a clean and sanitary condition. The location, design and materials of all fences shall be subject to the prior approval by the Developer.

Article VII of the Bylaws is hereby further expanded to include an additional section hereby designated as Section 20:

Section 20. Patio and Decks. Patio and/or decks shall be permissible subject to such standards as the Architectural Control Committee may, from time to time, specify. Patio walls shall be permissible, subject to such standards as the Architectural Control Committee may, from time to time, specify.

Article VII of the Bylaws is hereby further expanded to include an additional section hereby designated as Section 21:

Section 21. Tree Preservation. No Co-owner shall cut down or trim any trees located on the general common elements. Co-owners shall comply with any ordinance of the Township, including any woodlands regulations.

Article VII of the Bylaws is hereby further expanded to include an additional section hereby designated as Section 22:

Section 22. Wetlands. Areas depicted as Wetlands on the Condominium Subdivision Plan or on exhibits to the Declaration may not be disturbed without the prior approval of the township, the Michigan Department of Natural Resources and the Association. Co-owners are prohibited from clearing, swimming, grubbing and tree removal in the areas designated as Wetlands.

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Article VII, Section 6 of the Master Deed is hereby deleted in its entirety. The following is substituted in its place and stead:

Section 6. Exterior Lighting. All exterior lighting, including lamp posts and fixtures, for any residence or garage must receive prior written approval from the Architectural Control Committee. Each Co-owner is responsible for the maintenance and upkeep of their exterior lighting and the two (2) exterior lights installed on the garage for that purposes. The exterior garage lights must be permanently operated by photo-electric cells.

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