



* 2 0 0 6 R - 0 2 3 3 3 9 *

2006R-023339

RECORDED ON

10/10/2006 10:33:36AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 19.00

REMO: 4.00

PAGES: 4

4

**FIRST AMENDMENT TO
FIRST AMENDED MASTER DEED
OF ROYA PLACE**

Mohammad Rabbani and Nayer Rabbani, his wife, and Ali Rabbani and Mahdokht M. Rabbani, his wife, collectively referred to as the "Developer," whose addresses are respectively 820 Byron Road, Suite 300, Howell, Michigan 48843, and 18 Fordcroft Road, Grosse Pointe, Michigan 48236, being the Developer of Roya Place, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the First Amended Master Deed thereof, as recorded on May 21, 2004, in Liber 4454, Pages 393 through 466, inclusive, Livingston County Records, and known as Livingston County Condominium Subdivision Plan No. 218, hereby amends said First Amended Master Deed pursuant to the authority reserved in Article XIII for the purpose of clarifying access rights with regard to general common element storm water management plan #1, as shown on Sheet 4 (Survey Plan) of the Condominium Subdivision Plan attached to said First Amended Master Deed as Exhibit "B." Said Master Deed is amended in the following manner:

1. Subparagraphs a. and d. of Section 1, and subparagraph a. of Section 3 of Article IV of said First Amended Master Deed shall be amended and henceforth shall read as follows:

ARTICLE IV

COMMON ELEMENTS

1.a. The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including the private park, storm water management ponds (including storm water management pond #1 as shown on Sheet 4 (Survey Plan) of the Condominium Subdivision Plan, or the general common element on which it is located, which shall not be used for common access to Coon Lake without the prior recorded written consent of the owners of both Units 3 and 4) and improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements;

1.d. The storm water drainage and detention easement system throughout the Project, which shall not be used for common access to Coon Lake (without the prior recorded written consent of the owners of both Units 3 and 4), and which are to be used solely for storm water management and maintenance purposes;

3.a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including any storm water drainage easement courses and detention ponds (including storm water management pond #1 as shown on Sheet 4 (Survey Plan) of the Condominium Subdivision Plan, or the general common element on which it is located, which shall not be used for common access to Coon Lake without the prior recorded written consent of the owners of both Units 3 and 4) and landscaping installed by the Developer that may be located within the public right-of-way, such as Roya Trail, and any sign, entrance light pole or landscaping installed by the Developer within the sign and landscaping easement located on Unit 3, as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary. Routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Livingston County Drain Commissioner. Should the Association fail to act within this time frame, the Livingston County Drain Commissioner may perform the needed maintenance and assess the costs against the Association and/or the individual units. The Association shall also be responsible for maintaining the landscaping installed by the Developer within the twenty-five (25) foot to fifty (50) foot wide greenbelt easement adjacent to the Project boundaries in accordance with the approved final site plan.

2. New subparagraph 13 shall be added to Article XIII of said First Amended Master Deed and said Article henceforth shall read as follows:

ARTICLE XIII

AMENDMENT OR TERMINATION

13. The rights granted to the owners of Units 3 and 4 by this First Amendment to First Amended Master Deed shall not be amended without their prior recorded written consent.

3. Sections 4 and 5 of Article VI of the By-Laws attached to said First Amended Master Deed as Exhibit "A" shall be amended and henceforth shall read as follows:

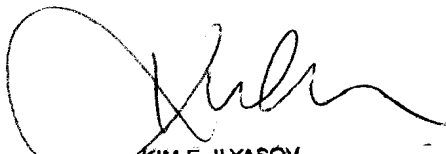
ARTICLE VI
RESTRICTIONS

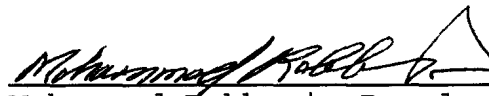
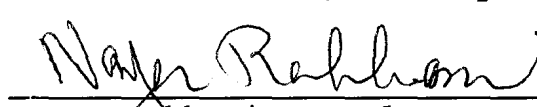
Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no owner shall make changes in any of the common elements, including storm water management pond #1, as shown on Sheet 4 (Survey Plan) of the Condominium Subdivision Plan, or the general common element on which it is located (which shall not be used for common access to Coon Lake without the prior recorded written consent of the owners of both Units 3 and 4), without the express written approval of the Board of Directors of the Association, and the Township of Marion, if applicable.

Section 5. Activities. No noxious, unlawful 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 an annoyance or a nuisance to the owners of the Project. No garage sales shall be permitted on any unit in the Project, except when done in conjunction with the sale of the residence, or when a neighborhood garage sale is held, and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall use storm water management pond #1, as shown on Sheet 4 (Survey Plan) of the Condominium Subdivision Plan, or the general common element on which it is located, to access Coon Lake, without the prior recorded written consent of the owners of both Units 3 and 4. No 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 Project without the written approval of the Association, and each owner shall pay to the Association the increased 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, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

In all other respects, other than as hereinbefore indicated, the original First Amended Master Deed of Roya Place, a site condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: ~~August~~ ^{Sept} 11, 2006.


KIM E. ILYASOV
Notary Public, Oakland County, Michigan
Acting in Oakland County
My Commission Expires April 15, 2011


Mohammad Rabbani, Developer

Nayer Rabbani, Developer

STATE OF MICHIGAN, COUNTY OF OAKLAND

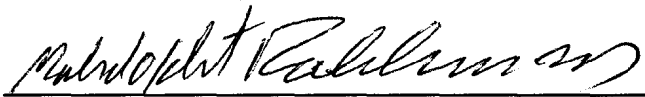
The foregoing document was acknowledged before me this 11th day of ~~August~~, 2006, by Mohammad Rabbani and Nader Rabbani, his wife.
September

(see signature on previous page)

Kim E. Ilyasov, Notary Public
Oakland County, Michigan
Acting in Oakland County
My commission expires: April 15, 2011



Ali Rabbani, Developer




Mahdokht M. Rabbani, Developer

STATE OF MICHIGAN, COUNTY OF MACOMB

The foregoing document was acknowledged before me this 26 day of ~~August~~, 2006, by Ali Rabbani and Mahdokht M. Rabbani, his wife.
September

VIRGINIA BONAVENTURA
Notary Public, Macomb County, MI
My Commission Expires 07-20-2007



Macomb County, Michigan
Acting in Macomb County
My commission expires:

✓ This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$23.00

H:\KRF\ROYA PLACE\MD-1ST AMD-5.WPD