

RECORDED

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NANCY HAVILAND
 REGISTER OF DEEDS
 LIVINGSTON COUNTY, MI.
 48843

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SECOND AMENDMENT TO
 BYLAWS OF THE TIMBERS SITE CONDOMINIUM

By execution and recording of this document the Bylaws of The Timbers Site Condominium are amended as follows:

THIS AMENDMENT to the MASTER DEED of THE TIMBERS SITE CONDOMINIUM is executed on the 30th day of November, 2001, by CREATIVE LAND DEVELOPMENT I, L.L.C., hereinafter referred to as "Developer" whose address is 1088 Victory Drive, Howell, Michigan 48843 and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

W I T N E S S E T H:

This Amendment is made for the purposes of amending certain sections of Article VI, Section 9 of the Bylaw of The Timbers Site Condominium Plan No. 168 as recorded on April 26, 1999 in Liber 2570 pages 362-435, Livingston County Records and amended by the First Amendment to the Bylaws of the Timbers Site Condominium as recorded in Liber 2909, pages 0933-0938, Livingston County Records.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the Second Amendment to Bylaws of The Timbers Site Condominium and the Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restriction, uses, limitations and affirmative obligations set forth in the Master Deed recorded at Liber 2570, pages 362-379 and the First Amendment to The Timbers Site Condominium Plan No. 168 Master Deed and this Second Amendment all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, their successors, personal representatives, heirs and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Exhibit "A", Bylaws is amended and the following numbered section replace the correspondingly numbered section of the recorded Bylaws:

ARTICLE VI
RESTRICTIONS

In order to provide for congenial occupancy of the Condominium, all of the units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 9. Garages/Outbuildings. All single family dwellings shall be constructed with a garage that shall be attached to the dwelling. A side entry garage is preferred whenever possible. No carports shall be constructed on any unit. The garage area shall be at least 400 square feet in size. One outbuilding, not to exceed 900 square feet in area, may be constructed on Units 4, 5, 6, 7, 8, 9, 12, 14, 15 and 16. An outbuilding, not to exceed 1200 square feet in area may be constructed on Unit 11 and Unit 13. Outbuildings will be permitted providing (a) the outbuilding is constructed behind the rear of the residence constructed or to be constructed on the unit, (b) the pitch of the roof is 8-12, (c) the maximum height of the exterior sidewall is twelve feet, (d) the siding and shingles are the same color, style and quality as installed on the residence located or to be located on the unit, (e) the outbuilding includes five windows, one on the front and two on each side, (f) the driveway to the outbuilding, if any, is extended from the existing driveway, (g) setbacks are at a minimum 25 feet for the side yards and rear yard, and 60 feet from the rear building line of the home constructed not including any deck extension, (h) the outbuilding shall have a cement floor, (i) exposed exterior foundation on the front and sides of the outbuilding shall be faced with brick, stone or cultured stone, (j) Twenty-five percent of the facade shall be covered with brick, stone or cultured stone product, (k) the construction plans and materials for the outbuilding and its location on the unit are aesthetically pleasing and in harmony with the Development and approved by the Architectural Control Committee. In addition to the foregoing requirements outbuildings shall be erected in accordance with Township ordinances.

In all respects, other than as modified and supplemented by this Second Amendment, the terms of the original Master Deed and Bylaws and First Amendment thereto of The Timbers Site Condominium remain in force and effect.

IN WITNESS WHEREOF, the Developer and Co-owner of all units conveyed heretofore have executed this Second Amendment to the Bylaws of the Master Deed of The Timbers Site Condominium Plan

IN WITNESS WHEREOF, the Developer and Co-owner of all units conveyed heretofore have executed this Second Amendment to the Bylaws of the Master Deed of The Timbers Site Condominium Plan No. 168 for the express purpose of amending the said Master Deed and Bylaws, on the day and year hereafter indicated.

WITNESSES:

CREATIVE LAND DEVELOPMENT I,
L.L.C.

Richard A. Heikkinen
Richard A. Heikkinen

By: Mitchell J. Stanley
Mitchell J. Stanley
Its Manager

Nancy A. Bogardus
Nancy A. Bogardus

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this _____ day of November, 2001, by Mitchell J. Stanley, Manager of Creative Land Development I, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/04

WITNESSES:

NATURAL SURROUNDINGS, INC.

Richard A. Heikkinen
Richard A. Heikkinen

By: C.J. Turner
C.J. Turner
Its President

Nancy A. Bogardus
Nancy A. Bogardus

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 30th day of November, 2001, by C.J. Turner, President of Natural Surroundings, Inc., a Michigan Corporation, on behalf of said corporation.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

DRAFTED BY and RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843