

FIRST AMENDED MASTER DEED OF  
SILVER LAKE FARMS CONDOMINIUM  
GENESEE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 128

Saturn Development L.L.C., a Michigan Limited Liability Company, and Lee Churchill and Nancy Churchill, whose post office address is 1001 East Street, Fenton, Michigan 48430, being the Developer of Silver Lake Farms Condominium, a site condominium project established pursuant to the Master Deed thereof, recorded on September 16, 1994, in Liber 1551, Pages 9790 through 9841, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 128, hereby amends the Master Deed of Silver Lake Farms Condominium pursuant to the authority reserved in Article X thereof and in Article XVI of the Bylaws, for the purposes modifying Article VI of the Bylaws of Silver Lake Farms Condominium. Upon the recording of this Amendment in the Office of the Genesee County Register of Deeds, the Master Deed shall be amended in the following manner:

1. First Amended Article VI, Section 1 of the Bylaws of Silver Lake Farms Condominium, as set forth below, shall replace and supersede Article VI, Section 1 of the Bylaws of Silver Lake Farms Condominium as originally recorded, and the originally recorded Article VI, Section 1 shall be of no further force or effect:

FIRST AMENDED ARTICLE VI, SECTION 1  
OF THE BYLAWS OF SILVER LAKE FARMS CONDOMINIUM

“Section 1. RESIDENTIAL USE. No Unit within the Condominium shall be used for other than residential purposes, and the Common Elements shall be used only for purposes consistent with residential use. Each residence constructed upon Units 7 through 15, inclusive, must contain a minimum livable floor area of 1,800 square feet for a ranch style home and 2,600 square feet for a two story home. The minimum size requirements of this Section may not be reduced without the unanimous written consent of the Developer and all other Owners of Units in the Project.”

2. First Amended Article VI, Section 5 of the Bylaws of Silver Lake Farms Condominium, as set forth below, shall replace and supersede Article VI, Section 5 of the

Bylaws of Silver Lake Farms Condominium as originally recorded, and the originally recorded Article VI, Section 5 shall be of no further force or effect:

FIRST AMENDED ARTICLE VI, SECTION 5  
OF THE BYLAWS OF SILVER LAKE FARMS CONDOMINIUM

“Section 5. PETS. No animal other than two domesticated cats, dogs or cat and dog, each of which shall not exceed 75 pounds in weight, shall be maintained in the Condominium by any Co-owner without the prior written consent of the Association. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with the duly adopted Rules and Regulations.”

3. In all respects other than as hereinabove indicated, the original Master Deed of Silver Lake Farms Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: September 3, 1996

*[signatures appear on next page]*

architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue hardship or expense.

.. In all respects other than as hereinabove indicated, the original Master Deed of Silver Lake Farms, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: June 3, 1997

WITNESSES:

Saturn Development LLC  
a Michigan Limited Liability Company

Marilyn Y. Gainey  
Marilyn Y. Gainey

by Craig Rockman  
Craig Rockman, Member

Lorie M. Tinenlli  
Lorie M. Tinenlli

Lee Churchill  
Lee Churchill

Nancy Churchill  
Nancy Churchill

STATE OF MICHIGAN )

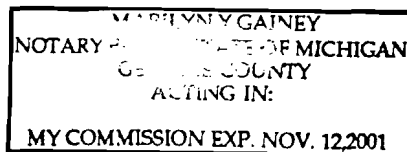
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COUNTY OF GENESEE)

Subscribed and sworn to before me this 9th day of June, 1997, by Craig Rockman, member of Saturn Development L.L.C., a Michigan limited liability company, on behalf of the limited liability company, and by Lee Churchill and Nancy Churchill, his wife.

Marilyn Y. Gainey  
Marilyn Y. Gainey  
Notary Public  
Genesee County, Michigan  
My Commission Expires: Nov. 12, 2001

Prepared by:  
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GENESEE COUNTY REGISTER

SECOND AMENDED MASTER DEED OF SILVER LAKE FARMS

Saturn Development L.L.C., a Michigan Limited Liability Company, and Lee Churchill and Nancy Churchill, whose post office address is 1001 East Street, Fenton, Michigan 48430, being the Developer of Silver Lake Farms Condominium, a site condominium project established pursuant to the Master Deed thereof, recorded on September 16, 1994, in Liber 1551, Pages 9790 through 9841, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 128, hereby amends the Master Deed of Silver Lake Farms Condominium pursuant to the authority reserved in Article X thereof and in Article XVI of the Bylaws, for the purposes modifying Article VI of the Bylaws of Silver Lake Farms Condominium, by the addition of Section 15 thereto establishing architectural control rules. Upon the recording of this Amendment in the Office of the Genesee County Register of Deeds, the Master Deed shall be amended in the following manner:

Upon the recording of this Amendment in the office of the Genesee County Register of Deeds, the Master Deed, the Bylaws and the Condominium Subdivision Plan shall be amended in the following manner:

1. The following provisions, which shall be designated as Article VI, Section 15, of the Bylaws of Silver Lake Farms, are added to Article VI of the Bylaws of Silver Lake Farms:

**Section 15. Architectural Control.** An architectural control process has been established to assure that Silver Lake Farms is developed in the highest quality manner consistent with the design goals for the community as described in the Rules and Regulations. No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Project unless it has been approved by the Association and, during the Development Period, the Developer, and also complies with the restrictions and requirements of the Condominium Documents. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person, including the Association. Each Owner shall provide one copy of the approved plans and specifications to the Developer prior to commencement of construction of any improvement on a Unit. The following specific rules and restrictions shall apply to all Units in the Project:

(A) **Exterior Building Materials.** At least 25% of the surface area of the street side exterior walls of all residences shall be of brick or stone. All windows must be of high quality wood frame or wood clad construction; metal windows may be allowed at the Developer's discretion. Exterior colors are to be compatible with traditional architecture and must be approved by the Developer.

(B) **Minimum Size.** Each residence must contain a minimum livable floor area of 1,800 sq. ft. for one-story residences and 2,600 sq ft. for multi story residences. All garages shall accommodate at least two (2) cars.

*1 1/2 story - 2200*

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(C) **Chimneys.** All chimneys shall have flues lining their entire height which are enclosed by brick or stone or other approved material.

(D) **Foundations.** Exterior brick, stone or siding must extend to within 24 inches of ground level to cover all block or concrete foundation walls. Foundation vents, if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

(E) **Driveways.** Driveways shall be constructed of concrete, asphalt paving, brick pavers or other approved paving materials. Each driveway must be constructed over a culvert installed at the ditch line. The top of the culvert must be at least one foot above the bottom of the ditch on the uphill end of the culvert.

(F) **Fences.** Fences are not permitted, except as required by federal, state or local laws, ordinances or regulations around swimming pools. The Developer, at its sole discretion, may allow an aesthetically pleasing privacy fence along the rear line of a Homesite. The Developer may allow so-called "invisible fencing" for pet control.

(G) **Dog Kennels and Runs.** Dog kennels or runs are not permitted.

(H) **Pools.** Above-ground swimming pools are prohibited.

(I) **Roofs.** The pitch of all roofs must be at least 6/12. The roof on each house must overhang a minimum of 12 inches.

(J) **Landscape Plan and Landscape Completion.** A landscape plan for each Homesite must be submitted to the Developer and the Association immediately after the issuance of a building permit by the Township of Fenton. No landscaping, construction or other improvement or site work may be performed on the Homesite until the Developer has approved the landscape plan for the Homesite. The landscaping shown on the approved landscape plan must be completed within 12 months after issuance of a building permit for the house to be constructed on the Homesite.

(K) **Soil Erosion Control.** Each Co-owner and his or her agents, employees and contractors shall comply with all soil protection laws, ordinances and regulations, including but not limited to the Michigan Soil Erosion and Sedimentation Control Act. No construction or clearing of any land within the Project shall commence without first obtaining any required soil erosion and sedimentation control permit from Genesee County. Silt fencing and other soil erosion controls and devices shall be erected, installed and maintained at all times required by the permits issued by Genesee County.

(L) **Outbuildings.** No sheds, polebarns, storage buildings, detached garages, boat houses or other buildings other than the one principal residence of the Co-owner shall be constructed or placed on a Unit without the prior written consent of the Association and, during the Development Period, the Developer.

(M) **Developer's Right to Waive or Amend Restrictions.** Notwithstanding anything in these Bylaws to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue hardship or expense.