

Instrument Liber Page
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Filed for Record in
PRESQUE ISLE COUNTY
CATHY I. IDALSKI, REGISTER OF DEEDS
09-14-2012 At 10:46 am.
AMENDMENT 23.00
OR Liber 525 Page 101 - 104

AMENDMENTS TO BY LAWS OF ANCHOR BAY CONDOMINIUMS

The following Amendments to the Anchor Bay Condominium Association were adapted at a Special Meeting for the purpose of Amending the By Laws held January 18, 2010. The meeting was for the purposes of Amending the ByLaws of the Association. All amendments were by unanimous decision. The Minutes of the Meeting are available in the files of the Secretary

The Amendments are pursuant to the Original By Laws of Anchor Bay Condominiums, as recorded along with the other Condominium Documents in Liber 442, Pages 831 to 863, Presque Isle County Records, State of Michigan.

The amendments are as follows:

The wording in Section 7.04 (b) is deleted and the following is inserted:
The common areas shall be occupied by washers, dryers, water heaters and furnaces. The Washers and Dryers will be owned and maintained by the Association. Proceeds from the Washers and Dryers will be placed in the Association General Fund, and expenses, repair, and replacement will be paid out of this fund. The furnaces and water heaters will be owned by the respective condominium owners, and expenses, repair, and replacement will be the responsibility of the owner of the unit.

Section 7.07 (e) the following is added:

A Late Fee Penalty will be added to any Association Maintenance Fee that is paid ten (10) days or more after the due date. The Late Fee Penalty will be in the amount of \$10.00.

The wording in Section 7.04 (h) is deleted and the following is inserted:
Units in Anchor Bay Condominium Complex at 162 N. Fifth St., and 277 W. Michigan Ave., will be approved for certain pets, subject to the following regulations.

Owner/Owner/Tenants may maintain a pet from only one of the following categories: (Service animals are not considered pets and are therefore exempt from these policies.)

Dogs - Maximum number - One (1) Maximum size - 20 lbs (as adult). Spayed or neutered at appropriate age. Current distemper and rabies shots.

Cats - Maximum number - Two (2). Spayed or neutered at appropriate age. Current distemper and rabies shots.

Birds - No parrots or myna birds or others of this type. Maximum number - Two (2) (i.e. Love Birds, Finches, etc.)

Fish - Maximum aquarium size - 30 gallons. Maximum number - Approx. three inches of fish per gallon of water. Aquarium shall be placed in a safe and secure location in the unit. Only routine domestic animals will be allowed. No reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed.

1. A Owner/Owner/Tenant who wishes to have a pet (except for fish) must first make a request to the Association to acquire a pet.

Owner/Owner/Tenant must provide the following information:

2. Name, address, and phone number of veterinarian.

3. Veterinarian's certification that the pet is in good health, has had the necessary inoculations and booster shots and is spayed or neutered in the appropriate cases. Pet owners must verify that the pet complies with the selection criteria, and appears to be: in good health, well cared for, well behaved, and under to control of its owner. Overly aggressive, overly active, or unfriendly animals will not be accepted. The Owner/Owner/Tenant will be provided with a Written ruling as to the pet's acceptability after the interview. If the pet is rejected, the Owner/Owner/Tenant will be told in writing of the reason for the rejection.

Financial Obligation:

Owner/Tenants shall be liable for all damages resulting from any injury to the person or Property of others as stated in the Pet Agreement. The pet must be kept in the Owner/Tenant's apartment or when inside the building kept under control at all times. This is to prevent the spread of pet dander, which is often the cause of severe allergies in many people. The pet must be on a leash at all times when on the grounds of the complex. At no time will the pet ever be allowed to roam free. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in Sealed Plastic Bags and placed in the trash bin or garbage chute. Cat litter must be emptied at least twice weekly and cleaned daily. If an excessive odor develops because of improper care one (1) verbal reprimand followed by one (1) written reprimand will be given. A third notice of the problem can result in the Owner/Tenant's being required to remove the pet

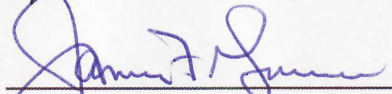
from the complex. Litter from litter boxes is not to be disposed of down the toilet, as it could clog the plumbing. Charges for cleaning the cleaning up the common grounds because of a Owner/Tenant's pet will be billed back to the Owner/Tenant at a cost of \$10.00 for each occurrence if this rule is violated. The Owner/Tenant agrees to use a "pooper scooper" or other device to clean up behind the pet is it should ever "mess" on the exterior common grounds. The Owner/Tenant agrees to keep his pet under control at all times so that the pet does not jump up on other guests on the property and that they are not bothered or unduly subjected to excessive barking or other aggressive behavior. Pets that disturb the peace and quiet of the neighbors through noise (barking, whining, etc.) through odors, animal waste, biting, scratching, urinating in shrubbery or elsewhere, or other nuisance must be removed from the premises. All cats and dogs on the premises are required to wear flea collars, or provide proof that the pet has been treated for the prevention of flea infestation by another means (flea baths, injections, pills, etc.). Flea prevention mechanisms must be renewed/repeated every 90 days and documentation of such must be provided. The Owner/Tenant agrees to provide adequate care, nutrition, exercise and medical care for the pet, including current shots as required or necessary. Pets that appear to be poorly cared for will be reported to ASPCA or other appropriate authority for removal at the Owner/Tenant's expense. Pets must be removed from their units for the full amount of specified time for any exterminating or defleaing. This requirement must be complied with completely. The Owner/Tenant also acknowledges that other Owner/Tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Owner/Tenant, therefore, agrees to exercise common sense and common courtesy in respect of such other Owner/Tenant's rights to peaceful and quiet enjoyment of the premises. No pets of visitors shall be allowed in the building, nor can any pet be held temporarily by any Owner/Tenant unless the pet shall be kept for more than fourteen consecutive days and nights, in which case registration and other requirements apply. In the event a RESIDENT cannot care for his/her pet due to an illness, absence, or death, and no other person can be found to care for the pet, and after 24 hours has elapsed, the RESIDENT hereby gives permission for the pet to be released to the City Animal Control, in accordance with their procedures. Management considers a pet to be a dog, cat, guinea pig, gerbil, hamster, fish or small bird. Snakes, spiders, ferrets, rabbits or any other type of animal, domestic or wild, are not considered to

be pets by Management, and therefore will not be permitted in the community. The following breeds of dogs are not permitted at anytime: Pit Bulls, German Shepards, Huskies, Rottweilers, Chow Chows, or any other breed of dog that is known to be dangerous, or that is banned by local law or our insurance carrier. Any dog that has an expected adult weight of over 20 lbs is not permitted.

The above amendments are to be made a part of the Original By Laws of Anchor Bay Condominiums

Signed and sealed this 13th day of September, 2012.
Anchor Bay Condominiums

By:



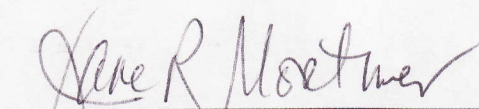
James F. Gaasch
Resident Agent and Secretary

STATE OF MICHIGAN)

)ss

COUNTY OF ALPENA)

On this 13th day of September, 2012, personally appeared James F. Gaasch, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be his free act and deed.



JANE R. MORTIMER

Notary Public
Alpena County, Michigan
Commission Expires: 01/08/2015

Prepared by James F. Gaasch, P.O. Box 275, Alpena, MI 49707