

To be recorded in Oakland County Records

**FIRST AMENDMENT OF MASTER DEED**

**OAKMONTE AT MILL RIVER  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1807**

**THIS FIRST AMENDMENT OF MASTER DEED** ("First Amendment") is made and executed this 3rd day of January, 2006, by OAKMONTE/MILL RIVER LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326.

**WITNESSETH:**

**WHEREAS**, Developer made and recorded a condominium Master Deed establishing Oakmonte at Mill River (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1807 situated in the Township of Lyon, which Master Deed was recorded on November 15, 2005, in Liber 36616, Pages 527 through 594, inclusive, Oakland County Records ("Master Deed").

**WHEREAS**, Developer declared in the Master Deed the right, without the consent of any Owner, Mortgagee or any other person, to amend the Master Deed subject to any restrictions on amendments stated therein, and Developer intends, by this Amendment, to add certain agreements concerning the sale of Units in the Condominium and as otherwise stated herein.

**NOW, THEREFORE**, Developer hereby amends the Master Deed as follows:

1. Article VII, Section (k) of the Master Deed is deleted in its entirety and replaced with the following:

(k) If at any time during the 18-month period following the date a Co-owner(s) is deeded its Unit by Developer, such Co-owner receives a written offer from a bona-fide third-party purchaser to purchase the Co-owner's Unit ("Third Party Offer"), then, in such event, the Co-owner shall notify Developer of such Third Party Offer within three (3) business days by delivering a copy of such Third Party Offer to Developer by mailing the same to Developer via United States certified mail, return receipt requested, at the offices of Seller listed in the introductory paragraph of the Master Deed. Developer shall then have five (5) business days from its receipt of the Third Party Offer to provide the Co-owner with written notice THAT DEVELOPER IS EXERCISING ITS RIGHT TO PURCHASE CO-OWNER'S UNIT UPON THE SAME TERMS AND CONDITIONS AND AT THE PURCHASE PRICE CONTAINED IN THE THIRD PARTY OFFER ("Right of First Refusal"). If Developer fails to notify the Co-owner within the aforementioned five (5) business day time period that Developer is exercising its Right of First Refusal, Developer's Right of First Refusal shall be deemed to have been waived by

Developer and the Co-owner is free to consummate the transaction upon the terms and conditions and at the purchase price contained in the Third Party Offer. Developer's Right of First Refusal is a continuing right which does not expire or otherwise terminate during the 18-month time period. As such, if Developer chooses not to exercise its Right of First Refusal and the Co-owner does not sell the Unit pursuant to the terms and conditions of the Third Party Offer, Developer's Right of First Refusal (including Co-owner's notice obligations) shall continue in full force and effect and shall apply to: (i) all subsequent Third Party Offer(s); and (ii) all subsequent modifications to the terms and conditions of any Third Party Offer, including any change in the purchase price contained in the Third Party Offer. Developer's Right of First Refusal does not apply to sales of Units to a Co-owner's spouse or to trusts controlled by, or for the benefit of, the Co-owner or Co-owner's spouse.

2. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Master Deed.

3. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

**IN WITNESS WHEREOF**, Developer has caused this First Amendment to be executed the day and year first above written.

OAKMONTE/MILL RIVER LLC, a Michigan limited liability company

By: MB Mill River LLC, a Michigan limited liability company, its Member

By: Dominic J. Mocerl L.L.C., a Michigan limited liability company, its Manager

By: /s/ Dominic J. Mocerl  
Dominic J. Mocerl, Manager

STATE OF MICHIGAN           )  
                                          ) ss  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 3rd day of January, 2006, by Dominic J. Mocerl, the Manager of the Dominic J. Mocerl L.L.C., a Michigan limited liability company which is a Member of MB Mill River LLC, a Michigan limited liability company, which is a Member of Oakmonte/Mill River LLC, a Michigan limited liability company, on behalf of the limited liability company.

/s/ Martha Diehl  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan  
Notary Public acting in Oakland County, Michigan  
My Commission Expires: 4/406

DRAFTED BY AND WHEN RECORDED RETURN TO:

Matthew D. Grubba, Esq.  
Kickham Hanley P.C.  
100 Beacon Centre  
26862 Woodward Avenue  
Royal Oak, Michigan 48067  
Phone: (248) 414-9900  
Fax: (248) 414-9906  
Email: [mgrubba@kickhamhanley.com](mailto:mgrubba@kickhamhanley.com)