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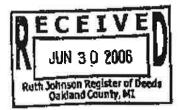
PATRICK M. DOHANY, County Treasurer
1.00 Sec. 135, Act 208, 1893 as amended

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175446 LIBER 37829 PAGE 96 \$70.00 MISC RECORDING \$4.00 RENDMUNENTATION 07/12/2006 02:45:06 P.M. MECEIPI# 78621

PAID RECORDED - DAKLAND COUNTY RUTH JOHNSON, CLERK/REGISTER OF DEEDS



SECOND AMENDMENT OF MASTER DEED AND REPLAT NO.1

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

THIS SECOND AMENDMENT OF MASTER DEED ("Second Amendment") is made and executed this heavy of June, 2006, by OAKMONTE/MILL RIVER LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Sulle 100, Auburn Hills, Michigan 48326.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Oakmonte at Mill River (the "Condominium") as Oaktand 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, as amended by First Amendment of Master Deed recorded on February 21, 2006, in Liber 37139, Pages 752 through 754, inclusive, Oakland County Records (collectively, the "Master Deed"); and

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, grant Developer the right to contract the Condominium, to contract the Condominium, and to designate those areas so contracted as a Future Development Area.

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

The following Article XII is hereby added to the Master Deed:

ARTICLE XII

CONTRACTION OF CONDOMINIUM

- (a) There are no restrictions on Developer's right to contract the Condominium as provided in this Article XII.
- (b) The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this

O.K. - RC

FIRST AMENDMENT OF MASTER DEED CANADONTE AT MILL RIVER KNOR8835 Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

- 2. The Condominium Subdivision Plan shall consist of the Plan sheets attached hereto, designated on the cover sheet as "Replat No. 1."
- Article II of the Master Deed is deleted in its entirety and replaced with the following:

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed, which is subject to all lawful easements, restrictions and rights of way of record, all governmental limitations and the rights of the public or any governmental agencies over Twelve Mile Road, Milford Road and Lakeland Trail, is a parcel of land in the Township of Lyon, Oakland County, Milchigan described as follows:

Part of the Southwest 1/4 and part of the Southeast 1/4 of Section 9, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Section 9; thence along the East line of said Section 9 and the centerline of Milford Road (66 foot wide Right of Way), N 02"34'47" W, 2645.02 feet, to the East 1/4 corner of Section 9; thence along the East-West 1/4 line of Section 9, S 86°50'20" W, 1969.60 feet; thence along the East Right-of-Way line of the Huron Valley Trail (Formerly Grand Trunk Western Railroad) (66 foot wide Right-of-Way), S 36°44'00° W, 883.75 feet; thence S 53°11'12" E, 147.28 feet to the POINT OF BEGINNING of the Parcel to be described; thence S 53°11'12" E, 80.00 feet; thence S 36°43'57" W, 96.76 feet; thence S 53°09'53" E, 135.46 feet; thence S 18°51'27" W. 98.43 feet; thence S 23°03'14" E, 139.64 feet; thence S 87°25'46" E, 114.85 feet; thence N 47°52'07° E. 192.33 feet; thence N 60°01'28" E, 55.98 feet; thence N 73°27'01" E, 97.85 feet; thence S 46°19'47" E, 167.17 feet; thence S 43°40'13" W, 113.11 feet; thence \$46°20'44" E, 121.70 feet; thence \$43°39'16" W, 266.00 feet; thence N 46°04'16" W, 123,17 feet, thence southwesterly on an arc right, having a length of 90.31 feet, a radius of 270.00 feet, a central angle of 19°09'50", and a long chord which bears S 59°05'16" W, 89.89 feet; thence S 07°23'40" W, 152.55 feet; thence N 82°56'36" W, 265.90 feet; thence N 07°04'30" E, 158.25 feet; thence northwesterly on an arc right, having a length of 14.55 feet, a radius of 270.00 feet, a central angle of 03°05'16", and a long chord which bears N 50°33'55" W, 14.55 feet; thence N 49°01'17" W, 100.14 feet; thence northwesterly on an arc right, having a length of 73.73 feet, a radius of 340.00 feet, a central angle of 12°25'27", and a

long chord which bears N 42°48′34″ W, 73.58 feet; thence S 63°47′22″ W, 186.69 feet; thence N 66°12′38″ W, 265.96 feet; thence N 83°46′00″ E. 123.24 feet; thence northeasterly on an arc right, having a length of 159.56 feet, a radius of 340.00 feet, a central angle of 26°53′21″, and a long chord which bears N 23°17′16″ E, 158.10 feet; thence N 36°43′57″ E, 136.87 feet to the POINT OF BEGINNING, containing 8.12 acres, more or less, and subject to any easements or restrictions of record.

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The following Article XIII is added to the Master Deed:

ARTICLE XIII

FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable condominium in accordance with the provisions of this Article:

- (a) Developer reserves the right, but not obligation, to expand the Condominium.
 Except as set forth herein, no other Person may exercise the right to expand the Condominium.
- There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Co-owner or their Mortgagee shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney-in-fact for the purpose of executing such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire master deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Additional Land described below as a separate condominium or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.
- (c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.
- (d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in the Township of Lyon, Oakland County, Michigan, being more specifically described as follows:

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CONDOMINIUM CONTROL SHEET

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CONDOMINIUM CONTROL SHEET

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CONDOMINIUM CONTROL SHEET

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Part of the Southwest 1/4 and part of the Southeast 1/4 of Section 9, T1N-R7E, Lyon Township, Oakland County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of said Section 9; thence along the East line of said Section 9 and the centerline of Milford Road (66 foot wide Right of Way), N 02°34'47" W, 2645.02 feet, to the East 1/4 corner of Section 9, thence along the East-West 1/4 line of said Section 9, S 86°50'20" W. 1564.33 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 00°59'38" W, 136.12 feet; thence S 20°27'05" W, 128.89 feet; thence southeasterly on an arc right, having a length of 7.53 feet, a radius of 270.00 feet, a central angle of 01°35'50", and a long chord which bears \$ 50°29'28" E, 7.53 feet; thence southeasterly on an arc right, having a length of 201.59 feet, a radius of 440.00 feet, a central angle of 26°15'03", and a long chord which bears S 36°34'01" E. 199.83 feet; thence N 85°54'20" E. 40.95 feet; thence N 55°41'50" E, 44.06 feet; thence N 59°06'02" E, 39.20 feet; thence S 83°32'15" E, 34.73 feet; thence S 48°55'10" E, 33.28 feet; thence S 32°19'06" E, 153.00 feet; thence S 30"53'55" E, 47.61 feet; thence S 24°09'19" E, 47.24 feet; thence S 13°15'54" E, 51.32 feet; thence S 03°45'01" E, 46.97 feet; thence S 12°51'19" W, 48.92 feet; thence S 52°49'58" W, 74.96 feet; therice S 41°18'22" W, 65.93 feet; thence S 24°55'49" W, 70.89 feet; thence S 08°27'41" W, 70.34 feet; thence S 02°00'39" E, 71.21 feet; thence S 21°51'08" E, 69.68 feet; thence S 51°51'40" E, 79.36 feet; thence S 54°54'59" E, 127.85 feet; thence S 10°57'40" E, 110.23 feet; thence \$ 79°02'20" W, 84.67 feet; thence westerly on an arc right; having a length of 69.42 feet, a radius of 205.50 feet, a central angle of 19°21"17", and a long chord which bears S 88°42'58" W, 69.09 feet; thence westerly on an arc left, having a length of 56.08 feet, a radius of 254.50 feet, a central angle of 12°37'34", and a long chord which bears N 87°55'10" W, 55.97 feet; thence S 85°46'03" W, 44.01 feet; thence northwesterly on an arc left, having a length of 143.50 feet, a radius of 270.00 feet, a central angle of 30°27'08", and a long chord which bears N 31"06'13" W. 141.82 feet; thence N 46°19'47" W. 127.05 feet; thence northwesterly on an arc right, having a length of 54.67 feet, a radius of 203.50 feet, a central angle of 15°23'34", and a long chord which bears N 38°38'01" W, 54.51 feet; thence northwesterly on an arc left, having a length of 68.91 feet, a radius of 256.50 feet, a central angle of 15°23'33", and a long chord which bears N 38"38'01" W, 68.70 feet; thence N 46"18'35" W, 7.84 feet; thence S 43"40'13" W, 113.00 feet; thence N 46°19'47" W, 167.17 feet; thence S 73°27'01" W, 97.85 feet; thence S 60°01'28" W, 55.98 feet; thence S 47"52'07" W, 192.33 feet; thence N 87°25'46" W, 114.85 feet; thence N 23°03'14" W, 139.64 feet; thence N 18°51'27" E, 98.43 feet; thence N 53°09'53" W 135.46 feet; thence N 36°43'57" E, 96.76 feet; thence N 53°11'12" W, 227.28 feet; thence along the East line of Huron Valley Trail (formerly Grand Trunk Western Railroad) (66 foot wide Right of Way), N 36°44'00" E, 833.75 feet; thence along said East-West 1/4 line of Section 9, N 86°50'20" E, 405.27 feet, to the POINT OF BEGINNING, containing 24.07 acres, more or less, and subject to any easements or restrictions of record.

- (e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.
- (f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium.
- (g) The number of Units which Developer reserves the right to construct, all or In part, upon the Additional Land is 190, for a maximum of 268 Sites which may be included in the Condominium including the Units now shown on the Plan. Local building ordinances and

regulations may permit a smaller number of Units to be created on the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

- (h) All land and improvements added to the Condominium shall be restricted exclusively to residential structures and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.
- (i) The extent to which any structures erected on any portion of the Additional Land to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to local ordinances and building authorities, and is not limited by this Master Deed.
- (j) There are no restrictions as to types of residential structures which may be created upon the Additional Land except that such residential structures must comply with state law, local ordinances and the requirements of building authorities.
- (k) Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.
- (I) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.
- (m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.
- (n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one (1) year after completion of construction, a consolidating master deed and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating master deed shall be provided to the Association.
- 5. 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.
- 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

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

Dominic's Moceri L.L.C., a Michigan limited

liability company, its Manager

By: Dominic J. Moceri, Manager

STATE OF MICHIGAN

\$\$.

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this day of June, 2006, by Dominic J. Moceri, the Manager of the Dominic J. Moceri 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 fimited liability company

, Notary Public

Oakland County, Michigan

Oakland County, when the County Public acting in Oakland County Public acting in Oakland County Public Strokes: 7-4-2012 County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

Christopher R. Herter, Esq. Kickham Hanley P.C. 300 Balmoral Centre 32121 Woodward Avenue Royal Oak, Michigan 48073 Phone: (248) 554-6300 Fax: (248) 554-9400

Email: cherter@kickhamhanley.com

SUBDIVISION PLAN NO. 1807 OAKLAND COUNTY REPLAT NO. CONDOMINIUM

exhibit b to the amended master deed of

OAKMONTE AT MILL RIVI

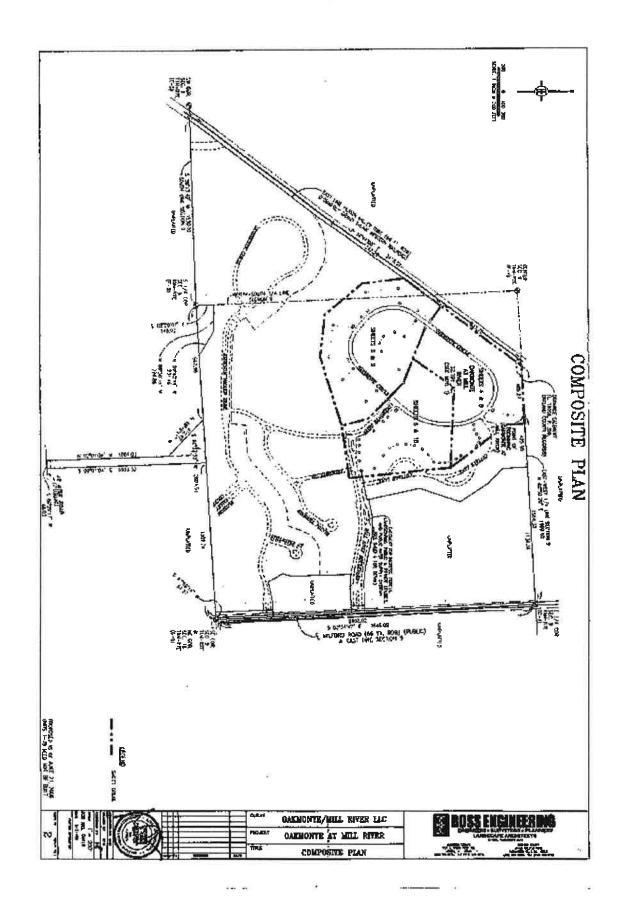
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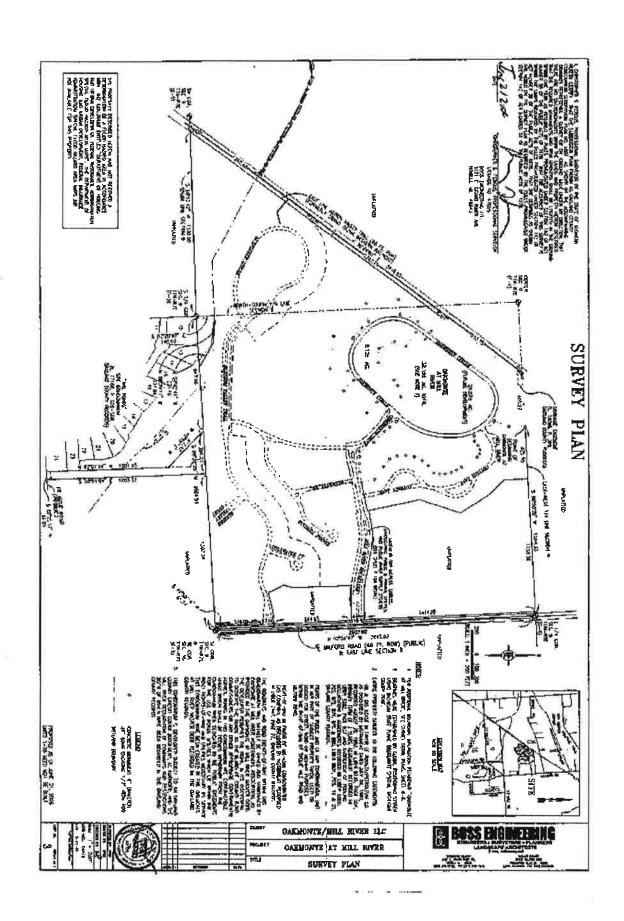
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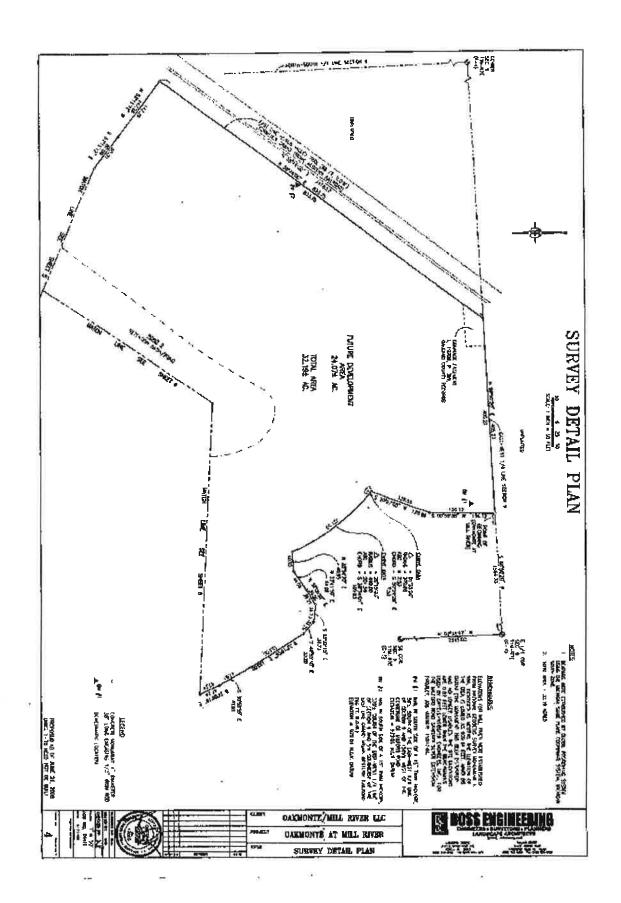
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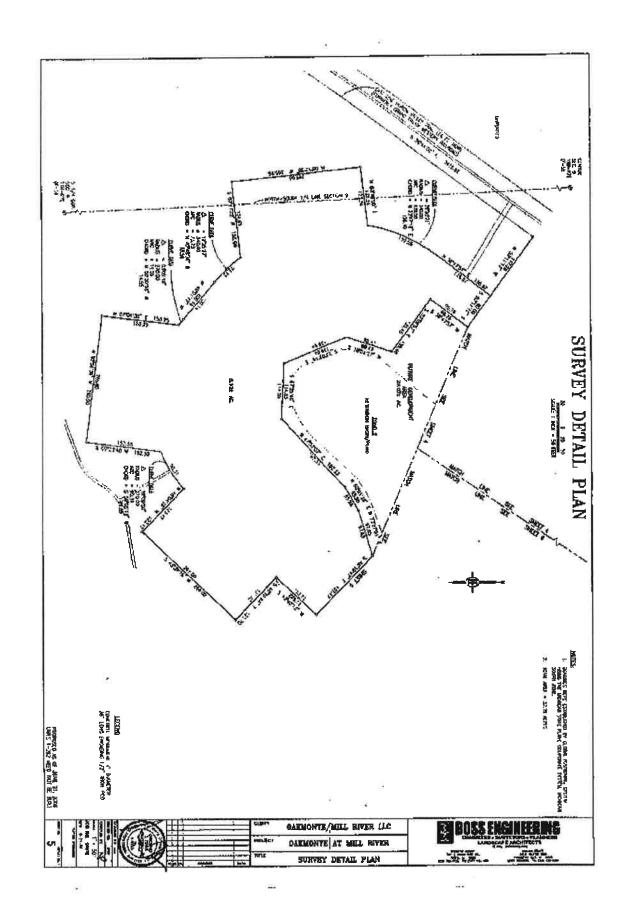
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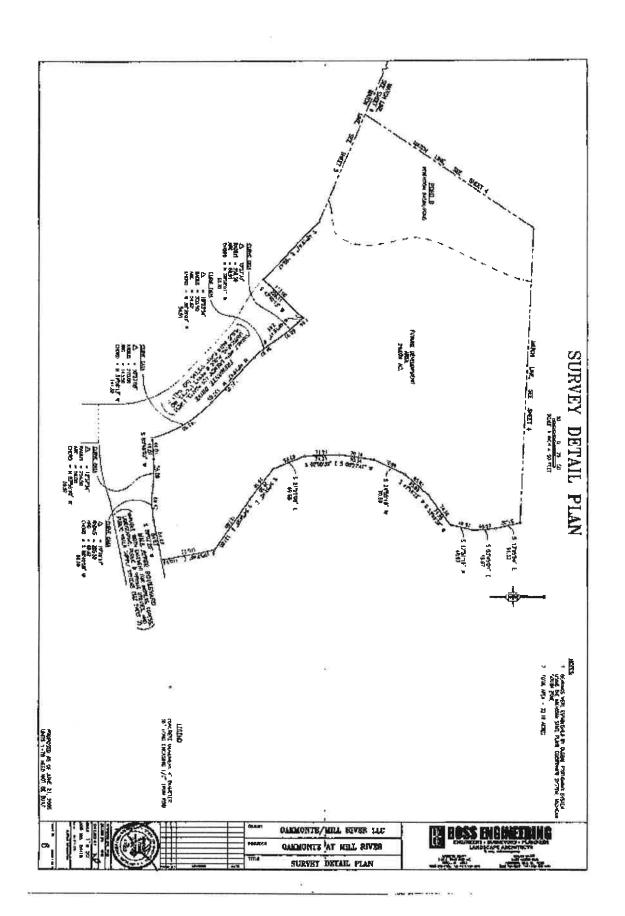
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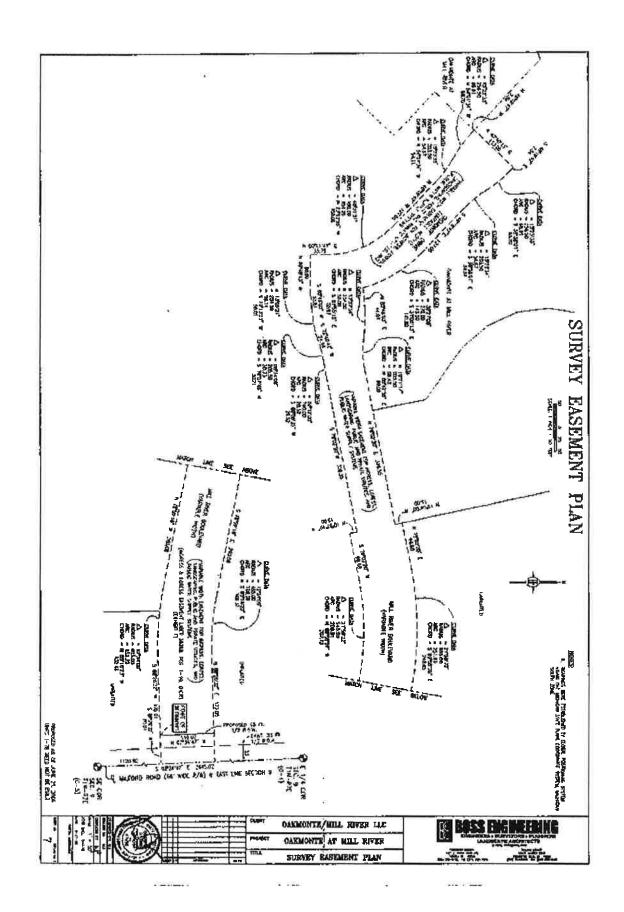


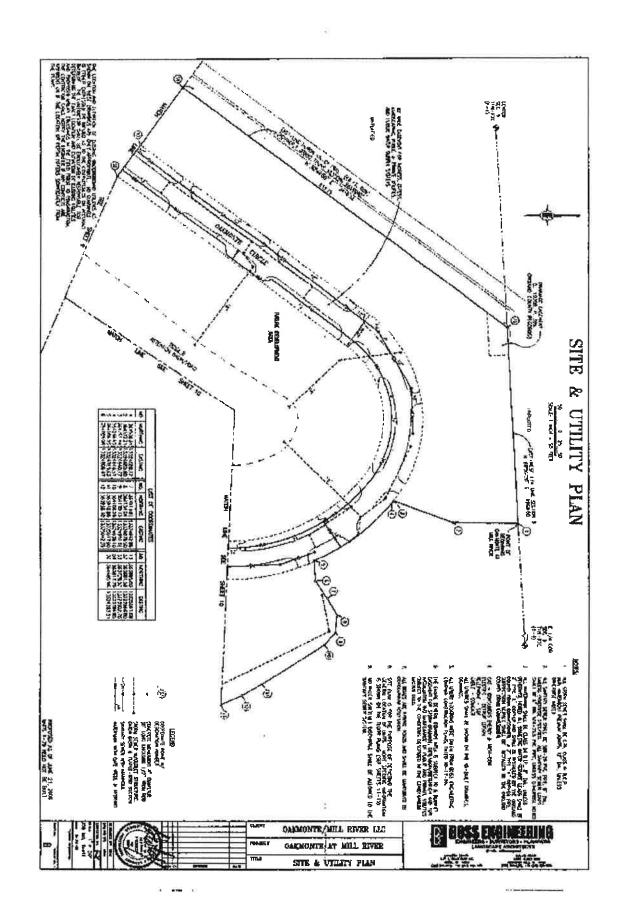


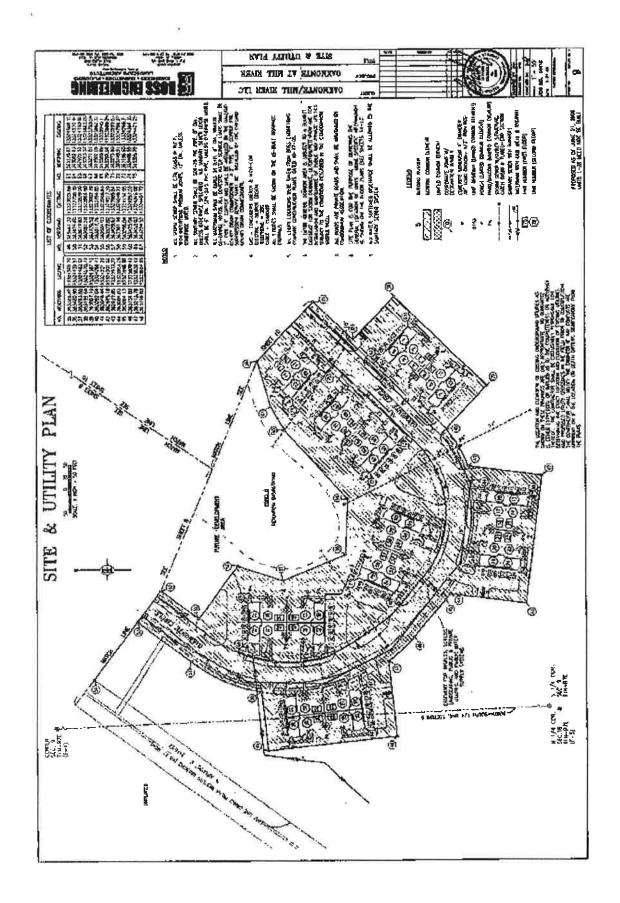


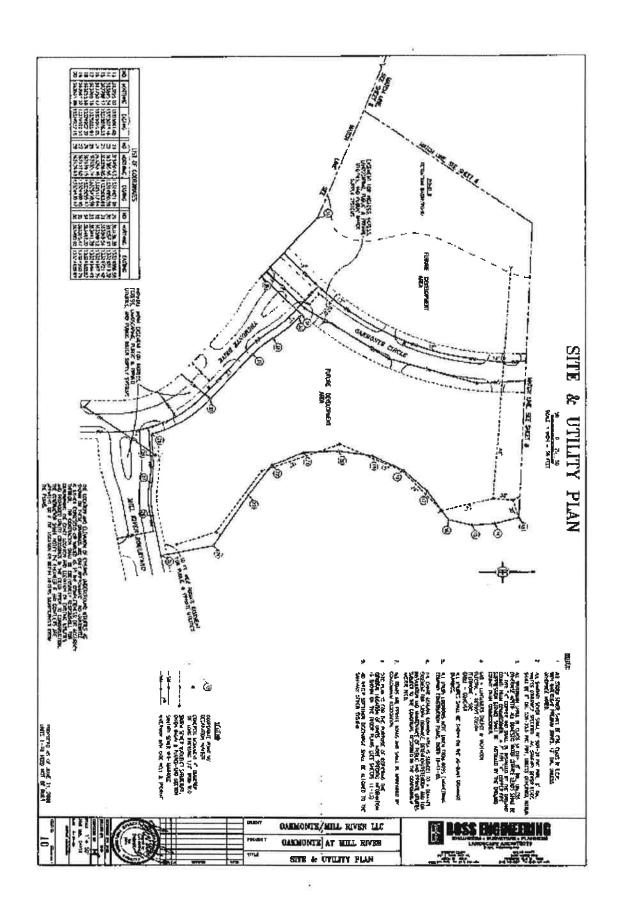


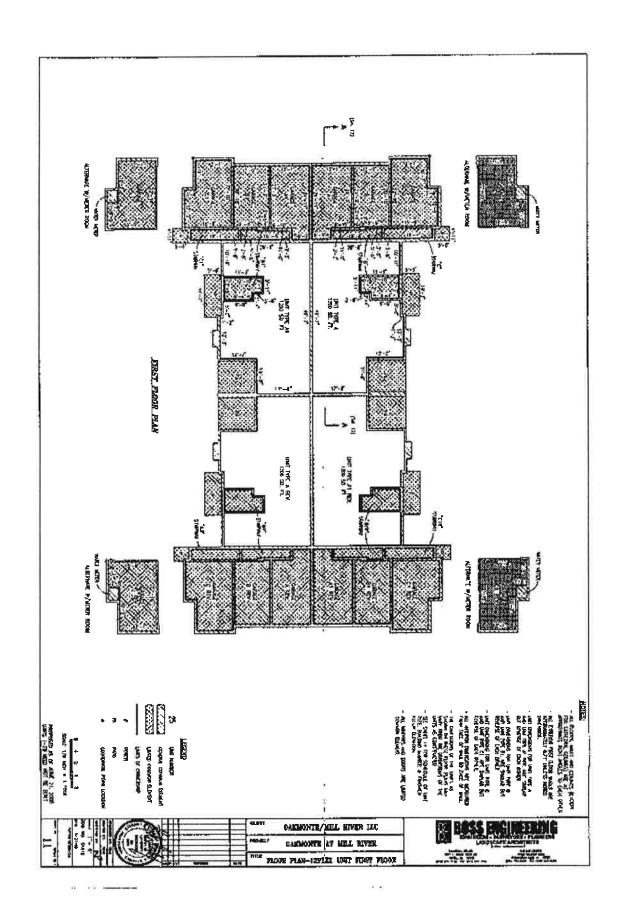


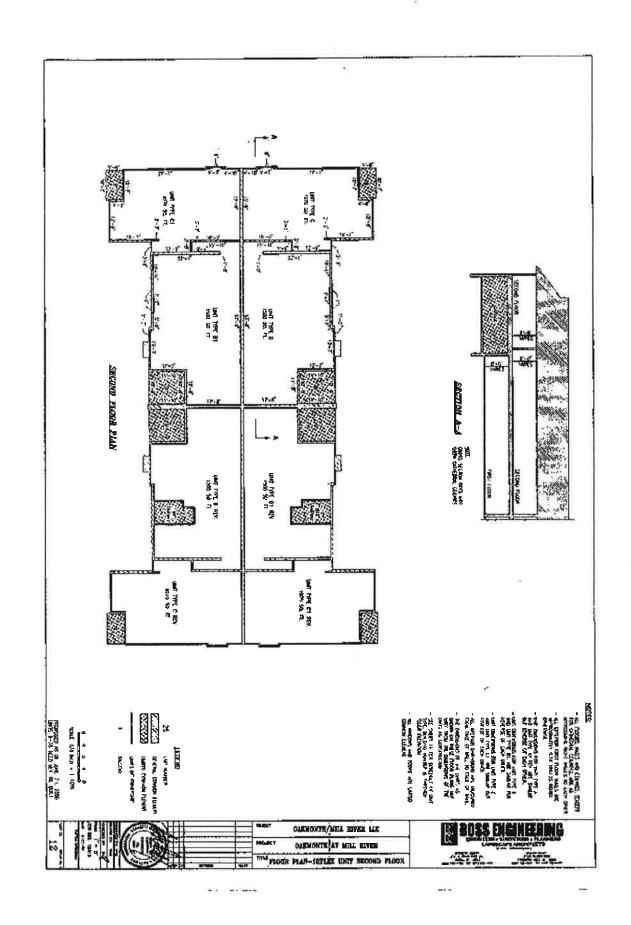


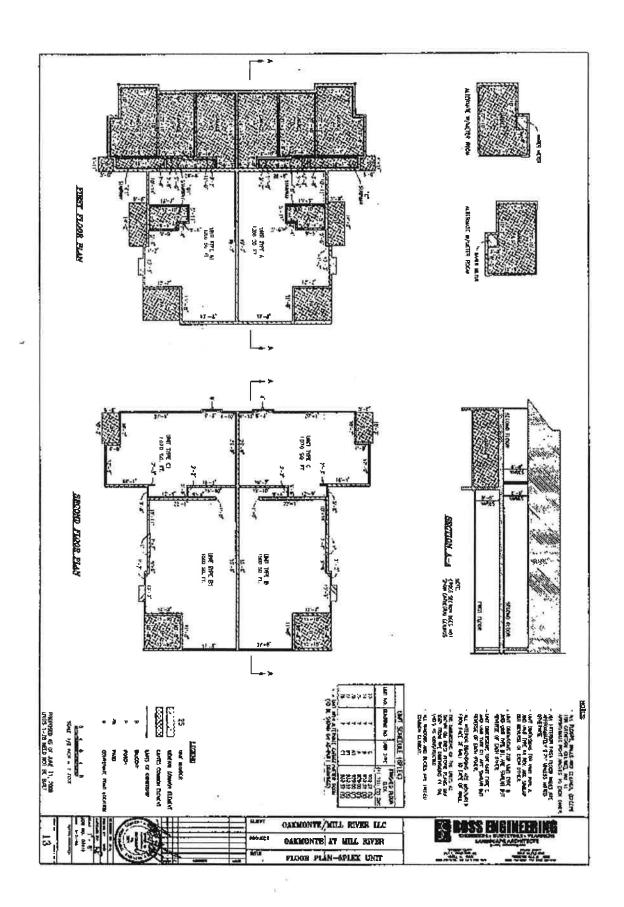












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