

Amend/Deed

KNOLLS NORTH CONDOMINIUM

SECOND AMENDMENT OF MASTER DEED

REPLAT NO. 2 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 337

This Second Amendment of Master Deed and Replat is made and executed the 10th day of April, 1984, by Slavik-Dixner, a joint venture comprised of The Slavik Company, a Michigan corporation, and The Dixne Company, a Michigan corporation, jointly hereinafter referred to as "Developer," whose office is situated at 31555 West Fourteen Mile Road, Farmington Hills, Michigan 48018.

WITNESSETH:

Whereas, Developer herein made and recorded a condominium Master Deed establishing Knolls North Condominium as Oakland County Condominium Subdivision Plan No. 337 situated in Avon Township, which Master Deed was recorded in liber 8003, pages 619 through 664, Oakland County Records, and was subsequently amended by replat No. 1 thereof recorded in liber 8593, pages 835 through 858, of said records; and

Whereas, Developer declared in the original Master Deed the right to enlarge Knolls North Condominium by adding land and buildings to the condominium premises as originally described in the Master Deed;

Therefore, Developer hereby amends and replats Knolls North Condominium in the following manner:

1. The Condominium Subdivision Plan and Replat No. 2 attached hereto and identified as Exhibit B shall replace in its entirety the Condominium Subdivision Plan attached as Exhibit B to the original Master Deed and the Plan designated in the first amended Master Deed as Replat No. 1.
2. Article II of the original Master Deed which described the land comprising the condominium premises is amended in its entirety to the effect that the land comprising the condominium is now described as follows:

A parcel of land in the N.W. 1/4 of section 10, T. 3N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point on the east line of the Livernois Road right-of-way, 120 ft. wide, located distant S 0°48'50" E 1213.00 ft. along the W. line of said section 10, also being the centerline of said Livernois Road, and N 85°03'44" E 60.12 ft. from the NW corner of said section 10 to the point of beginning; proceeding thence N 0°48'50" W 177.68 ft. along said east line of the Livernois Road right-of-way; thence leaving said east line of the Livernois Road right-of-way on a non-tangent curve concave to the south having a radius of 70.15 ft., arc of 46.12 ft., central angle of 37°40'05", chord bearing and distance of S 71°58'44" E, 45.29 ft. to a point of reverse curvature; thence on a curve to the left having a radius of 110.23 ft., arc of 80.42 ft., central angle of 41°47'57", chord bearing and distance of S 74°02'37" E 78.64 ft., thence N 85°03'44" E 464.65 ft. to a point of curvature; thence on a curve to the left having a radius of 86.62 ft., an arc of 171.20 ft., a central angle of 113°14'41", a chord bearing and distance of N 28°27'01" E 144.67 ft. to a point of continuous curvature;

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thence on a curve to the left having a radius of 258.50 ft., an arc of 135.35 ft., a central angle of 30°00'00", a chord bearing and distance of N 43°10'09" W 133.81 ft.; thence N 58°09'56" W 402.73' ft.; thence on a curve to the left having a radius of 144.90 ft., an arc of 310.20 ft., a central angle of 122°39'35", a chord bearing and distance of S 60°30'36" W 254.27 ft. to the east line of Livernois Rd.; thence N 0°48'50" W 421.12 ft along said E. line of Livernois Rd.; thence S 58°09'56" E 1111.93 ft.; thence S 8°13'37" E 135.28 ft.; thence S 62°36'11" W 293.62 ft.; thence S 85°03'44" W 692.90 ft. to the point of beginning, said parcel containing 6.773 acres (295,032 sq. ft)

pt B 15-10-102-001

The land being added to the Condominium by this Second Amendment (which land is included in the above description) is described as:

A parcel of land in the N.W. 1/4 of Section 10, T. 3N., R. 11E., Avon Township, Oakland County, Michigan described as beginning at a point on the east line of Livernois Road right-of way, 120 ft. wide, located distant S 0°48'50" E. 255.00 ft. along the west line of said Section 10 and S. 58°09'56" E. 71.26 ft. from the Northwest corner of said Section 10 to the point of beginning; proceeding thence S 0°48'50" E. 421.12 ft. along the east line of Livernois Rd.; thence on a non-tangent curve concave to the south having a radius of 144.90 ft., arc length of 310.20 ft., central angle of 122°39'35", chord bearing and distance of N 60°30'36" E. 254.27 ft.; thence S 58°09'56" E 402.73 ft. to a point of curvature; thence along a curve to the right having a radius of 258.50 ft., arc length of 135.50 ft., central angle of 30°00'00", chord bearing and distance of S 43°10'09"E. 133.81 ft. to a point of continuous curvature; thence along a curve to the right having a radius of 86.62 ft., arc length of 70.01 ft., central angle of 46°18'36", chord bearing and distance of S 5°01'01"E. 68.12 ft.; thence N 72°33'08" E. 291.10 ft.; thence N 58°09'56" W. 1111.93 ft. to the point of beginning, said parcel containing 3.587 acres (156,230 sq. ft.)

015-10-102-001

3. The land which may be added all or in part hereafter to the condominium by one or more future successive enlargements shall consist of all that land described in Article VIII of the original Master Deed less any portion thereof which has been already included in the land described in paragraph 3 above.

4. The condominium shall consist of 37 units numbered and described on the attached Exhibit B.

5. The unit percentages of value stated in Article VI of the original Master Deed is amended to provide as follows:

Schedule of Percentages of Value

<u>Unit Numbers</u> <u>According to Plan</u>	<u>Percentage</u> <u>For Each Unit</u>
Units 1 through 11, inclusive	2.702%
Units 12 through 37, inclusive	2.703%

The method used by Developer to determine the foregoing percentages was to determine that the allocable expenses of maintenance for each unit should be

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approximately equal. The formula used by Developer to determine percentages was to divide to three decimal places 100% by the number of units and add .001% to the number of units necessary to make the total of all percentages equal 100.

6. References in the original Master Deed to the "Act" or "Michigan Condominium Act" shall include the amendments thereto adopted by Act No. 538 of the Public Acts of Michigan of 1982 and Act No. 113 of the Public Acts of Michigan of 1983. If any provision of the Master Deed as amended hereby, or its exhibits, is found to conflict with any provision of the Act, or if any mandatory provision required by the Act is omitted herefrom, then the applicable provisions of the Act are incorporated herein by reference and shall supersede any conflicting provision of the Master Deed or exhibits.

7. Nothing in the original Master Deed, this Amendment or the Exhibits hereto shall impose upon Developer any contractual or other obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan (Exhibit B hereto) as "need not be built."

8. Developer reserves to itself, its successors and assigns easements as described in the original Master Deed, and any easements granted by the Act, over the land described in paragraph 2 hereof and any improvements thereon. Developer grants Association and all condominium unit owners, their successors and assigns, a permanent, nonexclusive easement for ingress and egress over the private roadway servicing the condominium, which easement is designated on sheets 2 and 3 of the Plan (Exhibit B). If all or any portion of such roadway is not included within the condominium after all enlargements of the condominium have been completed, then the Association shall, upon such completion, contribute to maintenance and repair expenses of such roadway in the proportion that the number of units in the completed condominium bears to the total number of residential units served by the roadway.

9. Pursuant to section 173(1)(a)(i) of Act 113 of the Public Acts of 1983, Developer hereby elects to comply with the terms of the original Master Deed in lieu of sections 31, 32, 33 and 52 of Act 538 of the Public Acts of Michigan of 1982.

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

In witness whereof, Developer has caused this Second Amendment and Replat No. 2 to be executed the day and year first above written.

WITNESS:

SLAVIK-DIXNER, a joint venture

Marsha A. Wisz
Marsha A. Wisz
Mary F. Seder
Mary F. Seder

By: THE SLAVIK COMPANY,
a Michigan corporation

By: Stephan F. Slavik, Sr.
Stephan F. Slavik, Sr.
Its: President

-and-

Marsha A. Wisz
Marsha A. Wisz
Mary F. Seder
Mary F. Seder

By: THE DIXNER COMPANY,
a Michigan corporation

By: J. Kenneth Dixner
J. Kenneth Dixner
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 10th day of April, 1984, the foregoing First Amendment of Master Deed and Replat was acknowledged before me by Stephan F. Slavik, Sr., President of The Slavik Company, a Michigan corporation, on behalf of the corporation, acting for Slavik-Dixner, a joint venture.

Marsha A. Wisz
MARSHA A. WISZ
Notary Public, Oakland County, Mich.
My Commission Expires June 4, 1985
Notary Public
Oakland County, Michigan
My Commission expires: 6/4/85

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 10th day of April, 1984, the foregoing First Amendment of Master Deed and Replat was acknowledged before me by J. Kenneth Dixner, President of The Dixner Company, a Michigan corporation, on behalf of the corporation, acting for Slavik-Dixner, a joint venture.

Marsha A. Wisz
MARSHA A. WISZ
Notary Public, Oakland County, Mich.
My Commission Expires June 4, 1985
Notary Public
Oakland County, Michigan
My Commission expires: 6/4/85

Drafted by and when
recorded return to:

Thomas J. Beale, Esq.
17117 West Nine Mile, 16th Floor
Southfield, Michigan 48075