

KNOLLS NORTH CONDOMINIUM

THIRD AMENDMENT OF MASTER DEED

REPLAT NO. 3 OF OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 337

This Third Amendment of Master Deed and Replat is made and executed the 15 day of May, 1985, by Slavik-Dixner, a joint venture, comprised of The Slavik Company, a Michigan corporation, and The Dixner 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 the City of Rochester Hills, which Master Deed was recorded in liber 8003, pages 819 through 864, Oakland County Records, and was subsequently amended by replat No. 1 thereof recorded in liber 8593, pages 838 through 858, of said records, and by replat No. 2 thereof recorded in liber 8646, pages 94 through 118 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. 3 attached hereto and identified as Exhibit B shall replace in its entirety the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, as amended.

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.11E., Rochester Hills, 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 N.W. corner of said Section 10 to the point of beginning; proceeding thence N 0°48'50"W 915.23 ft. along said east line of the Livernois Road right-of-way; 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 12.232 acres.

RECORDED
DAVE ANTHONY
REGISTERED PROFESSIONAL
05 MAY - 3 14:55

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

A parcel of land located in the N.W. 1/4 of Section 10, T.3N., R.11E., Rochester Hills, Oakland County, Michigan, more particularly described as beginning at a point on the East right-of-way line of Livernois Road, 60 ft. East of the West line of said Section 10, located distant S. 0°48'50"E. 255.00 ft. along said West line of Section 10 and S. 58°09'56"E. 71.26 ft. to a point on said East right-of-way line of Livernois Road, said point also being the Northwest corner of Knolls North Condominium, and S. 0°48'50"E. 421.12 ft. along said East right-of-way line of Livernois Road from the Northwest corner of said

63.5
done

*out to Amendment
to Master*

*Consent to
Amendment*

Section 10 to the POINT OF BEGINNING; proceeding thence on a curve concave to the Southeast having a radius of 144.90 ft., arc 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 on a curve to the right having a radius of 258.50 ft., arc of 135.35 ft., central angle of 30°00'00", chord bearing and distance of S. 43°10'09"E. 133.81 ft. to a point of compound curvature; thence on a curve to the right having a radius of 86.62 ft., arc of 171.20 ft., central angle of 113°14'41", chord bearing and distance of S. 28°27'01"W. 144.67 ft.; thence S. 85°03'44"W. 464.65 ft. to a point of curvature; thence on a curve to the right having a radius of 110.23 ft., arc of 80.42 ft., central angle of 41°47'57", chord bearing and distance of N. 74°02'37"W. 78.64 ft. to a point of reverse curvature; thence on a curve to the left having a radius of 70.15 ft., arc of 46.12 ft., central angle of 37°40'05", chord bearing and distance of N. 71°58'44"W. 45.29 ft. to a point on said East right-of-way line of Livernois Road; thence N. 0°48'50"W. 316.44 ft. along said East right-of-way line of Livernois Road to the point of beginning.

3. There is added to the description of general common elements enumerated in Article IV A the following:

(8) Any cable television transmission lines or facilities now or hereafter installed in the project up to the point of connection with outlets within any unit.

4. There is added to the description of limited common elements enumerated in Article IV B the following:

(3) The basement areas (including parking stalls and storage areas), hallways and stairwells designated in the Condominium Subdivision Plan as limited common elements are limited to the use of the owners of the units in the respective building in which such common elements are located. Outdoor parking spaces designated in the Plan as limited common elements and added by this Third Amendment are limited to the use of the owners of the units added by this Third Amendment. Parking stalls, storage areas and outdoor parking spaces may hereafter be assigned by Developer in an amendment to this Master Deed to the sole and exclusive use of individual unit owners.

*Elevator
hallway
lighting*

Electric

5. Limited common elements which are the responsibility of the Association pursuant to Article IV C of the original Master Deed shall include the limited common elements described in paragraph 4 of this Third Amendment.

6. In addition to any amendment rights reserved by Developer in the original Master Deed or any amendment thereto and in addition to any amendment right created by law, Developer reserves the right to amend the Master Deed and its exhibits without the consent of any other party in the following manner:

A. Developer may amend the Master Deed or its exhibits to assign, reassign or redefine any limited common element included in the portion of the condominium which is added by this Third Amendment including the assignment of parking stalls, storage areas and outdoor parking spaces.

B. Developer may amend the Master Deed or its exhibits to modify the location, design or number of the

buildings or units added to the condominium by this Third Amendment, provided that any such amendment shall require the written consent of the owner and mortgagee of any unit which is so modified. Any such modification may include, without the consent of any person, a reallocation of percentages of value in accordance with the method stated in Article VIII of the original Master Deed.

7. The condominium shall consist of 65 units numbered and described on the attached Exhibit B.

8. 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 According to Plan</u>	<u>Percentage For Each Unit</u>
Units 1 through 35, Inclusive	1.538%
Units 36 through 65, Inclusive	1.539%

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

9. 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. 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. 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."

11. 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 reserves the right to grant easements over any portion of the Condominium to the extent necessary to complete development of the Condominium.

12. 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 to the condominium.

IN WITNESS WHEREOF, Developer has caused this Third Amendment and Replat No. 3 to be executed the day and year first above written.

WITNESS:

SLAVIK-DIXNER, a joint venture

Marsha A. Wisz
Marsha A. Wisz

Sheryl Sundheimer
Sheryl Sundheimer

By: THE SLAVIK COMPANY,
a Michigan corporation

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

and

Marsha A. Wisz
Marsha A. Wisz

Sheryl Sundheimer
Sheryl Sundheimer

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 1st day of May, 1985, the foregoing Third 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.

Marsha A. Wisz
Notary Public
Oakland County, Michigan
My Commission Expires: June 4, 1985

MARSHA A. WISZ
Notary Public, Oakland County, Mich.
My Commission Expires June 4, 1985

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 1st day of May, 1985, the foregoing Third 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.

Marsha A. Wisz
Notary Public
Oakland County, Michigan
My Commission Expires: June 4, 1985

MARSHA A. WISZ
Notary Public, Oakland County, Mich.
My Commission Expires June 4, 1985

DRAFTED BY AND WHEN RECORDED
RETURN TO:

Thomas J. Beale, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226

HONOR

TJB1a