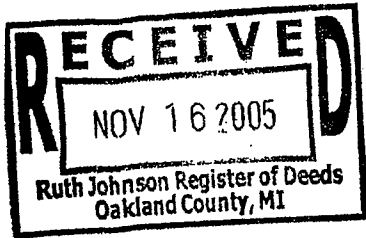


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LIBER 36631 PAGE 127  
\$139.00 MISC RECORDING  
\$4.00 RENOVATION  
11/17/2005 11:22:53 A.M. RECEIPT# 129638

**FIRST AMENDMENT TO MASTER DEED**

**MAYBURY PARK ESTATES**

**A RESIDENTIAL CONDOMINIUM  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1609**

FILED RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS  
Recorded on November 17, 2005 at  
Liber 36631, Pages 127 through  
170, both inclusive, Oakland  
County Records.

MAYBURY PARK, L.L.C., a Michigan limited liability company, whose address is 1330 Goldsmith, Plymouth, Michigan 48170 (hereinafter referred to as the "Developer"), being the Developer of MAYBURY PARK ESTATES, a residential condominium project located in the City of Novi, Oakland County, Michigan and established pursuant to the Master Deed thereof, recorded on March 8, 2004 in Liber 32412, Pages 650 through 726, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1609 (the "Original Master Deed"), hereby amends the Original Master Deed pursuant to the authority reserved in Article VIII of the Original Master Deed for the purpose of (i) expanding the Condominium Project from forty-three (43) units to one hundred and six (106) units by the addition of the land described in paragraph 1 below and (ii) clarifying the restrictions imposed in the By-Laws regarding the display of signs within the Condominium. Upon the recording of this First Amendment to Master Deed (the "First Amendment") in the office of the Oakland County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), are amended, as follows:

1. The following land shall be added to the Condominium Project by this First Amendment:

Land located in the City of Novi, Oakland County, Michigan and more particularly described as follows:

A part of the Southeast and Southwest 1/4 sections of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan. Commencing at the South 1/4 corner of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan; thence, along the North - South 1/4 line of said Section 32, North 00°29'55" West, 60.00 feet; thence along the Northerly right-of-way line of Eight Mile Road, South 89°55'30" West, 225.49 feet to the Point of Beginning; thence continuing along the Northerly right-of-way line of Eight Mile Road South 89°55'30" West, 452.00 feet; thence North 00°23'47" West, 2,581.02 feet; thence North 00°11'35" West, 600.24 feet; thence North 00°19'17" West, 727.71 feet; thence

North 89°44'25" East, 661.73 feet; thence South 00°44'38" East, 1,330.63 feet to the center of said Section 32; thence North 89°51'45" East, 1,357.62 feet; thence South 00°16'38" West, 372.78 feet; thence North 89°43'22" West, 152.96 feet; thence South 86°31'41" West, 509.54 feet; thence South 02°32'07" East, 255.07 feet; thence South 55°58'22" West, 83.11 feet; thence South 89°51'45" West, 240.00 feet; thence North 55°28'27" West, 74.26 feet; thence South 52°50'43" West, 174.91 feet; thence South 55°50'25" West, 60.00 feet; thence along a curve to the left having a radius of 330.00 feet and a central angle of 6°43'05" (the chord of said curve bears South 37°31'07" East, 38.67 feet) a distance of 38.69 feet; thence South 49°07'20" West, 185.31 feet; thence South 43°11'02" East, 169.94 feet; thence North 89°51'45" East, 120.00 feet; thence South 00°08'15" East, 275.00 feet; thence North 89°51'45" East, 11.17 feet; thence along a curve to the left having a radius of 260.00 feet and a central angle of 10°24'22" (the chord of said curve bears North 84°39'34" East, 47.16 feet) a distance of 47.22 feet; thence South 00°29'55" East, 189.28 feet; thence South 89°51'45" West, 240.00 feet; thence North 00°29'55" West, 185.00 feet; thence South 89°51'45" West, 117.59 feet; thence along a curve to the left having a radius of 200.00 feet and a central angle of 14°37'00" (the chord of said curve bears South 82°33'14" West, 50.88 feet) a distance of 51.02 feet; thence South 22°48'34" East, 155.33 feet; thence South 28°46'29" West, 56.68 feet; thence South 00°23'47" East, 313.66 feet; thence South 28°59'58" West, 340.73 feet; thence South 00°04'30" East, 114.55 feet; thence South 04°00'15" East, 125.29 feet; thence South 00°23'47" East, 180.04 feet to the Point of Beginning. Containing 3,354,619.93 square feet or 77.0115 acres. Subject to all easements and restrictions of record.

Parts of Tax Parcel Nos. 22-32-300-003; 22-32-400-015; 22-32-400-025, and 22-32-400-026.

Sixty-three (63) additional Units (the "Additional Units") are hereby established upon the land hereby added to the Condominium as shown on Replat No. 1 to the Condominium Subdivision Plan attached hereto. The Condominium shall contain one hundred and six (106) Units with the recording of this First Amendment.

2. The percentage of value assigned to each Unit, including each Additional Unit located on the land added to the Condominium Project by this First Amendment, shall be equal. The percentage of value assigned to the forty-three (43) Units included in the Condominium Project pursuant to the Original Master Deed shall be adjusted to the extent necessary to provide for the allocation of percentage of value to the Additional Units in accordance with this provision.

3. Sheets 1 through 15, both inclusive, of the Condominium Subdivision Plan attached to and recorded with the Original Master Deed are hereby superseded in their entirety by Sheets 1 through 15, both inclusive, of Replat No. 1 to the Condominium Subdivision Plan ("Replat No. 1"), which is attached hereto. The aforesaid revised Sheets 1 through 15, together with new Sheets 3A, 4A, 5A, 6A, 6B, 7A, 8A, 9A, 9B, 10A, 11A, 12A, 12B, 13A, 14A, 15A, 15B, and 16 through 22, both inclusive, of said Replat No. 1, now comprise the Condominium Subdivision Plan of the Condominium Project. The legal description of the Condominium shall

henceforth conform to the legal description of the land (133.6972 acres) set forth on Sheet 1 of the attached Replat No. 1.

4. Article VII, paragraph (e) of the Original Master Deed is hereby revised to read as follows:

(e) The wetlands and wetland buffer areas shown on the Plan and certain regulated woodlands shown on the Plan are subject to a conservation and preservation easement (the "Conservation Easement") whereby the Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, wetland buffer areas and regulated woodland areas. In addition to portions of the General Common Element land included in the Condominium, the aforesaid Conservation Easement encumbers portions of Units 4, 7, 11, 15 through 23, both inclusive, 42, 43, 45, 46, 49 through 53, both inclusive, 57, 59, 70 through 72, both inclusive, 82, 83, and 87 through 91, both inclusive; all as shown on the Condominium Subdivision Plan, as amended by Replat No. 1. (As of the date of this First Amendment, the Developer has executed a certain Amended and Restated Conservation Easement and submitted it to the City of Novi for execution and recording. The Amended and Restated Conservation Easement restates and amends a certain Conservation Easement dated March 15, 2004 and recorded at Liber 32641, Pages 81 through 94, Oakland County Records, with respect to the Condominium as originally established. The terms and conditions of the Amended and Restated Conservation Easement shall be binding upon the Developer and the successors and assigns of the Developer, including the Association and all Co-owners.) The Association shall maintain all wetlands, wetland buffer areas and regulated woodlands shown on the Plan, as amended by Replat No. 1, in their natural and undeveloped condition. The purpose of any such maintenance is to preserve the natural character of the wetlands and their continuing functioning and to preserve the regulated woodlands. In the event the Association shall fail to preserve the wetlands, wetland buffer areas and regulated woodlands in accordance with this provision or shall fail to maintain the wetlands, wetland buffer areas and regulated woodlands in their natural state, the City shall have the power to do so and an easement for such maintenance purposes shall be provided as more fully set out in Article XIII of the Master Deed.

5. Article VI, Section 9 of the By-Laws attached to and recorded as Exhibit "A" to the Original Master Deed is hereby revised to read as follows:

Section 9. Signs and Advertising. No signs, displays or decorations of any type shall be displayed in a location that is visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs or other advertising devices and political signs of any type, without the express written permission of the Board of Directors and, during the Development and Sales Period, the Developer. (This provision shall not preclude the display of a single United States flag of a size not greater than three feet by five feet on the exterior of a Unit as expressly permitted by Section 56a of the Condominium Act, MCLA § 559.156a. Throughout the duration of the Development and Sales Period, no

"For Sale" signs shall be installed or placed within the Condominium, except for such signs as may be installed or placed within the Condominium by the Developer or one or more Residential Builders pursuant to the rights reserved below in Section 18 of this Article VI, which shall not be limited or impaired by this provision. In no event shall such General Common Element entrance signs as may be installed by the Developer or by a Residential Builder designated by the Developer at the entrances into the Condominium be removed, relocated or modified to remove the name of the Developer or the name of the designated Residential Builder from such sign as such names may appear, either during or after the Development and Sales Period.

6. Article VI, Section 18, paragraph (b) of the By-Laws attached to and recorded as Exhibit "A" to the Original Master Deed is hereby revised to read as follows:

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, throughout the Development and Sales Period, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer. The rights of assignment reserved to the Developer in Article XIV of the Master Deed shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer. The right hereby reserved by the Developer to install, maintain and use advertising display signs shall specifically include, but not be limited to, any and all "for sale" signs installed and maintained by real estate brokers retained by the Developer or any and all Residential Builders designated by the Developer.

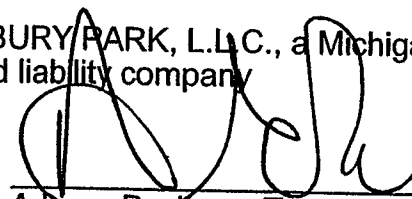
7. Except as set forth in this First Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), is hereby ratified and confirmed.

Dated this 31<sup>st</sup> day of October, 2005.

SIGNED BY:

MAYBURY PARK, L.L.C., a Michigan  
limited liability company

By:



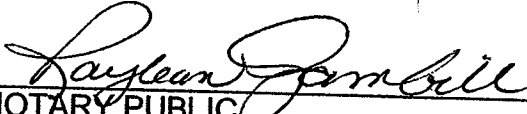
Adriano Paciocco, Trustee of the Adriano  
Paciocco Revocable Inter-Vivos Trust  
u/a/d 2/4/97, Member

[Notary contained on next page.]

STATE OF MICHIGAN     )  
  : SS  
COUNTY OF (OAKLAND) )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2005, by Adriano Paciocco, Trustee of the Adriano Paciocco Revocable Inter-Vivos Trust u/a/d 2/4/97, Member of Maybury Park, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

**RAYLEAN GAMBILL**  
Notary Public, Wayne County, MI  
My Commission Expires Dec. 26, 2007

  
\_\_\_\_\_  
NOTARY PUBLIC  
County of Wayne, State of Michigan  
My Commission Expires: 12-26-07  
Acting in Wayne County, Michigan

DRAFTED BY AND WHEN RECORDED RETURN TO:

George W. Day, Esq.  
Scott I. Mirkes, Esq.  
Jackier Gould, P.C.  
Second Floor, 121 West Long Lake Road  
Bloomfield Hills, Michigan 48304-2719

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