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COPY

**SECOND AMENDMENT TO MASTER DEED
OF
MAYBURY PARK ESTATES**

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

MAYBURY PARK, L.L.C., a Michigan limited liability company, whose address is 1330 Goldsmith, Plymouth, Michigan 48170 (the "Developer"), being the Developer of MAYBURY PARK ESTATES, a residential condominium project established in the City of Novi, Oakland County, Michigan, pursuant to the Master Deed thereof, recorded on March 8, 2004 in Liber 32412, Pages 650 through 726, both inclusive, Oakland County Records (the "Original Master Deed"), as amended by the First Amendment to Master Deed thereof (the "First Amendment") recorded on November 17, 2005 in Liber 36631, Pages 127 through 170, both inclusive, Oakland County Records; said condominium being designated as Oakland County Condominium Subdivision Plan No. 1609 (the "Condominium Project"), hereby further amends the Original Master Deed, pursuant to the authority reserved in Article VIII of the Original Master Deed, to provide that the roads located within the Condominium will remain private and will not be dedicated to the City of Novi and to further provide that two (2) entry gates will be installed by the Developer at the entrances to the Condominium. Upon the recording of this Second Amendment to Master Deed ("Second 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), as amended by the First Amendment, will be further amended as follows:

1. The following definition is hereby added to Article III of the Original Master Deed:

"Entry Gates" mean the two (2) entry gates to be installed by the Developer and located at the entrances to the Condominium off of Eight Mile Road on Richmond Drive and Maybury Drive."

2. Article IV, Paragraph (a)(2) of the Original Master Deed is hereby deleted and replaced with the following:

"(2) The roads throughout the Condominium, as designated in Exhibit B."

22-33-401-000

3. Article IV, Paragraph (c)(4) of the Original Master Deed is hereby deleted and replaced with the following:

"(4) The Association shall provide for snow removal from the streets and roads within the Condominium."

4. Article VII, Paragraph (b) of the Original Master Deed is hereby deleted and replaced with the following:

"(b) Developer, by recordation of this Master Deed, reserves the right and power to dedicate all or part of the roads and all or part of the sidewalks, pathways and walkways in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for 100% of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association if those rights and powers have not been previously assigned to the Association by the Developer. Upon approval by and affirmative vote of not less than 51% of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners."

5. The following Article XV is hereby added to the Original Master Deed:

**"ARTICLE XV
LIMITED ACCESS COMMUNITY**

(a) The Condominium Project is a community in which vehicular access by road will be limited by the Developer after the Development and Sales Period. The Developer reserves the right to install the Entry Gates as General Common Elements at the points of entry to the Condominium off of Eight Mile Road on Richmond Drive and Maybury Drive. When the Entry Gates are installed, there shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof. There is not nor can there be any assurance that unauthorized persons can be excluded from the Condominium.

(b) The Association shall indemnify and hold harmless the City, the City's Fire Department and all City employees, agents, inspectors and officers from and against all claims and damages of any kind that may arise or result from the Entry Gates delaying or preventing

access by police, fire, ambulance or other emergency vehicles or personnel to the Condominium premises and/or Units or persons therein in the event of an emergency.

(c) The Association agrees to reimburse the City for any damage that may be caused to fire trucks, police vehicles or other emergency vehicles and equipment by the Entry Gates or as a result of the Entry Gates malfunctioning within thirty (30) days of a billing for the same, and to the placement of a lien on the Condominium Common Elements to secure such payment.

(d) The Association shall ensure that the Entry Gates are regularly maintained and in good working condition at all times. The Association shall ensure that the City's Fire Department is at all times provided with the proper key or code to the Entry Gates, and shall replace the key and/or forward the code upon change or modification to the key or code."

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

Executed this 20th day of October, 2008.

DEVELOPER:

Maybury Park, L.L.C.,
a Michigan limited liability company

By: [Signature]
John Babcock
Its: Authorized Signatory

STATE OF MICHIGAN)
 : ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of October, 2008, by John Babcock, Authorized Signatory of Maybury Park, L.L.C., a Michigan limited liability company, on behalf of the company.

[Signature]
NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: 3-9-15
Acting in Oakland County

DRAFTED BY AND WHEN RECORDED RETURN TO:

Dean J. Gould, Esq.
Jackier Gould, P.C.
121 West Long Lake Road, Suite 200
Bloomfield Hills, Michigan 48304-2719

LINDA S. BABCOCK
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 09, 2015
Acting in the County of Oakland

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MAYBURY HOME OWNER'S CALC

| | | |
|--|--------------|--------------|
| REPAVING ASPHALT/REPLACING GATE OPERATORS IN TODAY'S DOLLARS | (150,000) | (150,000) |
| COST OF REPAVING IN 20 YEARS | | |
| ASSUMED ANNUAL INFLATION RATE | 0.02 | 0.03 |
| # OF YEARS | 20 | 20 |
| COST IN 20 YEARS | \$222,892.11 | \$270,916.69 |
| CALCULATION OF ASSOCIATION FEES TO ACCUMULATE ABOVE FUTURE COSTS IN 20 YEARS | | |
| ASSUMED INTEREST RATE | 0.04 | 0.05 |
| DESIRED AMOUNT IN 20 YEARS | \$222,892.11 | \$270,916.69 |
| # OF PERIODS (20 YRS X 12 MO.S) | 240 | 240 |
| MONTHLY PAYMENT | \$607.71 | \$659.11 |
| X 12 | \$7,292.50 | \$7,909.33 |
| / 106 LOTS ANNUAL PAYMENT | \$68.80 | \$74.62 |

| | |
|---|------------|
| ESTIMATED ANNUAL COSTS TO MAINTAIN OPERATE GATES/MAINTAIN ROADS | \$6,000.00 |
| / 106 LOTS ANNUAL PAYMENT | \$56.60 |

**SUPPLEMENT TO DISCLOSURE STATEMENT
FOR MAYBURY PARK ESTATES**

Notwithstanding Article III, Paragraph C of the Disclosure Statement to the contrary, this Supplement shall provide notice to both current Co-owners and prospective purchasers of Units in MAYBURY PARK ESTATES that the Developer has, at the request of a majority of the Co-owners, applied for and obtained approval from the City of Novi to maintain the internal roads in MAYBURY PARK ESTATES as private roads and to install two (2) entry gates at the entrances to the Condominium located on Maybury Drive and Richmond Drive.

Since the internal roads and the entry gates will remain private, they will be maintained exclusively by the Association. The City of Novi has never had, and will not in the future have, any jurisdiction over or responsibility with regard to the internal roads or the entry gates within MAYBURY PARK ESTATES.

You should be aware that since the Association will have exclusive responsibility to maintain the internal roads and the entry gates, the Association's budget will necessarily have to increase to pay for the maintenance expenses. A copy of the proposed budget is attached to this Supplement as Exhibit "A". Due to the increase in the overall budget, each Co-owner's monthly association dues will also increase. The estimated monthly association dues for each Unit are also shown on the attached proposed budget.

A Second Amendment to Master Deed has been recorded with the Oakland County Register of Deeds on November 13, 2008 at Liber 40714, Pages 410 through 412, both inclusive, that provides that the internal roads and entry gates will remain private and will be maintained exclusively by the Association. A copy of the Second Amendment to Master Deed is attached to this Supplement as Exhibit "B".

EXHIBIT "A"
REVISED PROPOSED CONDOMINIUM ASSOCIATION BUDGET

See Attached.

EXHIBIT "B"
SECOND AMENDMENT TO MASTER DEED

See Attached.