



* 2 0 0 9 R - 0 3 3 0 9 5 *

2009R-033095

RECORDED ON

12/08/2009 02:53:13PM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 19.00

REMON: 4.00

PAGES: 4

**SECOND AMENDMENT TO
 THE MASTER DEED
 FOR
 THE KNOLLS AT GRASS LAKE CONDOMINIUM
 MASTER DEED
 PLAN 327**

**RECORDED AT LIBER 4698 PAGE 364,
 AND AMENDED BY FIRST AMENDMENT TO THE MASTER
 DEED RECORDED AT LIBER 4904 PAGE 0554**

**THE KNOLLS AT GRASS LAKE IS A CONDOMINIUM PROJECT
 LOCATED IN MARION TOWNSHIP, LIVINGSTON COUNTY,
 MICHIGAN, DESCRIBED AS:**

Part of the Northwest 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Section 27; thence along the North Line of said Section 27, as monumented, S 89°51'09" E, 1306.53 feet (previously recorded as S 89°59'32" E, 1305.15 feet); thence S 00°11'30" E, 1005.62 feet to Traverse Point "A"; thence continuing along said line, and along the West line of "Derbyshire Farms", a subdivision as recorded in Liber 37 of Plats, pages 41-42, Livingston County Records, S 00°11'30" E, 1040.91 feet (the previous two courses being recorded as S 00°26'29" E, 2042.93 feet); thence along the Westerly Line of the Plat of McClatchey's Triangle Lake Estates No.1", as recorded in Liber 7, Page 15-16, Livingston County Records, on the following two (2) courses: 1) Southwesterly on an arc left, having a length of 316.96 feet, a radius of 273.82 feet, a central angle of 66°19'23", and a long chord which bears S 32°39'56" W, 299.56 feet (previously recorded as having a length of 316.95 feet, a radius of 273.82 feet, a central angle of 66°17'46", and a long chord which bears S 32°24'57" W, 299.56 feet); 2) S 00°29'02" E (previously recorded as S 00°44'01" E), 329.90 feet; thence along the East-West 1/4 Line of said Section 27, as monumented, S 89°11'13" W, 1137.37 feet (previously recorded as S 88°55'21" W, 1136.97 feet), to the West 1/4 Corner of said Section 27; thence along the West Line of said Section 27, N 00°22'21" W (previously recorded as N 00°35'57" W), 994.57 feet to Traverse Point "B", the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "A" and having the following ten (10) courses: 1) S 75°49'06" W, 147.63 feet; 2) N 75°42'41" W, 198.45 feet; 3) N 56°46'38" W, 190.05 feet; 4) S 55°59'23" W, 240.19 feet; 5) S 87°01'53" W, 190.87 feet; 6) S 32°30'58" W, 156.24 feet; 7) S 03°33'07" E, 159.70 feet; 8) S 34°22'17" W, 296.70 feet; 9) S 46°52'15" W,

12-08-09 14:48 RCVD

149.78 feet; 10) N 64°27'13" W, 49.10 feet to aforementioned Traverse Point "B"; thence continuing along the West Line of said Section 27, N 00°22'21" W (previously recorded as N 00°35'57" W), 1653.57 feet to the POINT OF BEGINNING, containing 76.95 acres, more or less. Including the use of a 66 foot wide Private Easement for Ingress, Egress, and Public Utilities as described in Liber 1295, page 375, Livingston County Records. Also subject to any other easements or restrictions of record.

RECITALS:

- A. This Amendment is made to acknowledge a Successor Developer in the Project and to make certain other modifications to the Master Deed which the Developers believe are minor changes to the condominium documents, not materially affecting any of the Co-owners or the mortgagees of any Co-owners.
- B. This Amendment is made in accordance with Section 90 of the Michigan Condominium Act, Act 59 of 1978, MCLA 559.101 et seq., and also pursuant to Article IX of the Master Deed and Article XIII of the Condominium Bylaws attached as Exhibit A to the Master Deed.
- C. These changes, although not materially affecting the rights of any Co-owner or mortgagee have been approved by two-thirds of the current Co-owners for the project as well as two-thirds of mortgagees for the project in compliance with Section 90 of the Act, Article IX of the Master Deed and Article XIII of the Condominium Bylaws attached to the Master Deed.

AMENDMENT

- A. The Master Deed for The Knolls at Grass Lake is hereby amended as follows:

1. Belanger Builders, Inc. has been designated pursuant to Section 135 of the Act as a Successor Developer, replacing Hamway Homes, Inc., in the Condominium Project. Any and all reference to Hamway Homes, Inc. in the any of the Condominium Documents shall be deemed to be a reference to Belanger Builders, Inc. Therefore, Article I Section (k) defining the developer for the project is hereby amended in its entirety to read as follows:

(k) **Developer** means Paddock Builders, Inc. and/or Belanger Builders, Inc., jointly and separately, or their successors and assigns. The Developer of the Condominium owns the real property dedicated to the Condominium and will develop the Condominium.

2. Article VII Section A, Easements for Construction, Maintenance and Related Matters, is hereby amended with the addition of a new subsection (11) as follows:

(11) **Easement for Development Signage.** A non-exclusive Easement is hereby created in the southeast corner of Unit 1 of the Condominium Project for placement of signage reflecting the name of the Condominium Project. Any and all signage placed shall not interfere with the Clear Vision Easement located on Unit 1 and shall be located

no further north and no further west than twenty-five (25) feet from the southeasterly corner of Unit 1.

Cost of Installation and/or repair and maintenance and replacement for any sign placed in an area shall be at the expense of the Association. The Co-owners of Unit 1 shall not, however, plant any landscaping or conduct any activities which shall damage and/or hinder any signage installed on Unit 1 with the easement.

B. The Bylaws for the Condominium Project, attached as Exhibit A to the Master Deed, are hereby amended as follows:

1. Article IV, Section 1. Board of Directors is hereby amended in part, by amending the first paragraph of Section 1 as follows:

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors consisting of at least two Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors.

The remainder of Section 1 of Article IV remains unchanged.

2. Article X, Use and Occupancy Restrictions; Enforcement, Section 1. B. 6. (a) is hereby amended in its entirety as follows:

(a) Area Minimums and Setback Restrictions. All buildings erected on a unit shall have a minimum living area (floor space) equal to or in excess of the following: (1) One-story – 1,100 square feet; (2) A two-story dwelling (including split-levels) shall be 1,400 square feet with a minimum of 800 square feet on the first floor, not including the basement. The attached garage square footage is included in the minimum square footage calculation. Unit 17 shall have a minimum 90-foot front setback and no structural components or accessory buildings shall be constructed in the front yard setback with the exception of the driveway. The driveway shall be constructed in the westerly 40 feet of the front setback area. The building area is on fill material and soil testing shall be performed by the Engineer prior to house construction.

3. Article X, Use and Occupancy Restrictions; Enforcement, Section 1. B. 6. (c) is hereby amended in its entirety as follows:

(c) Garages. Garages will be for use only by the occupants of the residence to which they are appurtenant, must be attached to the residences and constructed in accordance with the approved plans. Each residence must have one garage capable of garaging at least one (1) standard size automobile. There may only be one garage within each unit. No garage will be placed, erected or maintained within any unit except for use in connection with a residence in that unit or within an adjoining unit already constructed or under construction at the time that such garage is placed or erected within unit. All garage elevations shall be designed so that the entry door may be a part of the front elevation of the home.

4. Article X, Use and Occupancy Restrictions; Enforcement, Section 1. B. 6. (f) is Hereby amended in its entirety as follows:

(f) **Chimney Chases and Stacks.** All heating and plumbing stacks must be placed near the rear of the home to the extent possible. If the heating and plumbing stacks, due to design and/or construction issues may not be placed near the rear of the home, prior approval for such construction must be obtained from the Developer.

C. The Developer, including the New Successor Developer, has executed this Second Amendment to the Master Deed for the Knolls at Grass Lake Condominium Project, Plan Number 327 for the express purpose of amending the Master Deed and Exhibit A to the Master Deed as specified herein. Except for the Amendments set forth herein, the Master Deed, and all accompanying documents are hereby ratified and affirmed as of the date and year set forth below.

Developers:

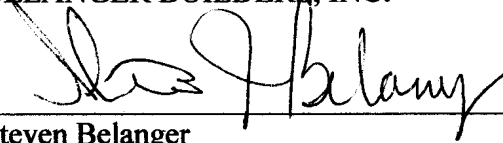
PADDOCK BUILDERS, INC.



Theodore A. Paddock, II
President

Date: 5-21-08

BELANGER BUILDERS, INC.

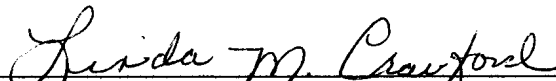


Steven Belanger
President

Date: 5/21/08

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this 21st day of May, 2009, by Theodore A. Paddock, II, President of Paddock Builders, Inc. and Steven Belanger, President of Belanger Builders, Inc.


NOTARY PUBLIC: LINDA M. CRAWFORD
ACTING IN COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES: 6-14-2011

Drafted by and when recorded return to:

✓ CATHERINE A. RIESTERER, ESQ.

Cooper & Riesterer, PLC, 7960 Grand River, Suite 270, Brighton, MI 48114
810-227-3103