

SECOND AMENDMENT TO MASTER DEED

Liber 27776, Pages 446 thru 481

This Second Amendment to Master Deed is made on November 11, 1994, by Carriage Park Condominiums Partnership, a Michigan co-partnership, 2864 Carpenter Road, Suite 300, Ann Arbor, Michigan ("Developer").

RECITALS:

- A. Developer has established Carriage Park, a residential condominium, by recording a Master Deed in Liber 25246, Pages 494-555, Wayne County Records (the "Master Deed").
- B. Developer has declared in the Master Deed, as amended, the right to expand the Condominium, and now wishes to amend the Master Deed to expand the condominium as described herein (the "Expansion Area"), describe certain areas formerly designated general common areas as limited common elements, and for other purposes.

WHEREFORE, the Master Deed and the Condominium Bylaws hereby are amended as follows:

1. Amended and/or New Sheet Numbers 1, 2, 2A, 3, 3A, 4, 4A and 5 through 28 to Exhibit B to the Master Deed, attached hereto, hereby are substituted for the original Exhibit B. These amended and/or new sheets amend the Condominium Subdivision Plan to include the Expansion Area.

2. The legal description of the condominium, as described in Article II of the Master Deed, hereby is amended to include the Expansion Area and is amended to read as follows:

"The following is the description of a parcel of land located in Northwest 1/4 of Section 15, T2S, R8E, Canton Township, Wayne County, Michigan and being more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 15; thence N00°13'11"W 661.00 feet along the west line of said Section 15 and the centerline of Canton Center Road; thence S89°18'41"E 60.01 feet to the Point of Beginning; thence N00°13'11"W 176.72 feet; thence S89°31'30"E 191.88 feet; thence 291.13 feet along the arc of a curve to the left radius 547.34 feet, central angle 30°28'30" chord N75°14'12"E 287.71 feet; thence N60°00'00"E 48.62 feet; thence N83°43'58"E 81.99 feet; thence N60°00'00"E 126.32 feet; thence 64.80 feet along the arc of a curve to the right radius 125.14 feet, central angle 29°40'14",

chord N74°50'07"E 64.08 feet; thence N00°10'35"W 293.48 feet; thence S89°43'26"E 494.20 feet; thence S00°10'35"E 667.87 feet along the westerly line of "Fellows Creek Subdivision" as recorded in Liber 94 of the Wayne County Plats, Page 98; thence N89°18'41"W 1259.70 feet along the northerly line of "Embassy Square Subdivision" as recorded in Liber 99 of the Wayne County Plats, Page 69, to the Point of Beginning, containing 11.746 acres more or less and subject to easements and restrictions of record."

3. The storm sewer system servicing the Condominium, including the portion thereof located in road rights-of-way as shown in Exhibit B, shall be a general common element to be maintained by the Association as provided in Article IV, Subsection (c), below.

4. Article IV(C) of the Master Deed is amended to read as follows:

"C. Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association, except as provided herein. The limited common elements described in Article IV B-1 and B-2 above shall be maintained, repaired, renovated or replaced by the owner having the use thereof. Any enclosed patio area and the enclosure thereof shall be maintained, repaired, renovated or replaced by the owner having the use thereof. Repair of any damage to common elements caused by the co-owner or the family or invitees of the co-owner shall be the obligation of the co-owner. Any such repair of damages may be made by the Association and charged to the co-owner."

5. The first sentence of Article VI, Section 15 of the Condominium Bylaws is amended to read as follows:

"Each co-owner shall maintain the unit owned and any limited common elements appurtenant thereto in a safe, clean and sanitary condition."

6. Anything in the Master Deed or the Condominium Bylaws to the contrary notwithstanding, a co-owner may enclose an appurtenant patio which is a limited common element, subject to the following conditions:

- (i) The height of the enclosure must not exceed six (6) feet, nor be more than three (3) inches above the ground,
- (ii) The area enclosed shall not exceed twelve (12) feet by twenty-two (22) feet, and shall not extend beyond the outside walls of the unit.

- (iii) The enclosure shall be built of the same material and shall be the same color as the standard privacy fence in the Condominium.
- (iv) Plans for each enclosure must be submitted to the Board for approval prior to commencement of construction.
- (v) The cost of relocating sprinkler heads and water lines shall be borne by the co-owner desiring to enclose the patio area.

7. Anything in the Master Deed or the Condominium Bylaws to the contrary notwithstanding, co-owners may install front screen doors only of the following type: Single lite 36"x80", manufactured by Fox Aluminium, colored "Sandal."

8. The following is added as Section 18, Article VI of the Condominium Bylaws:

"Section 18. No outdoor hot tubs on any general or limited common element are permitted. This restriction shall not apply to Unit 19 (45189 Horseshoe Circle), subject to the following conditions:

- (i) The hot tub shall be located completely within the limited common element appurtenant to that unit.
- (ii) A privacy fence shall be erected by the co-owner which completely encloses the limited common element area, which fence shall comply with the terms of the Master Deed and Bylaws, as amended.
- (iii) Hot tub installation shall be by a licensed installer, consistent with local code and other requirements.
- (iv) The co-owner shall obtain any required permits and licenses.
- (v) A plan describing the proposed hot tub and its location shall be submitted to the Board for approval prior to installation.
- (vi) This exception shall expire upon the sale, transfer or other conveyance of Unit 19 by Deanna Fuller, and the hot tub shall be removed at that time."

STATE OF MICHIGAN)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11 day of November, 1994, by Peter K. O'Keefe ^{VP} President of Slavik, Turner, O'Keefe Development Corp., a Michigan corporation, on behalf of said Corporation, as partner of Carriage Park Condominiums Partnership.

Toni Potts Oakland
Notary Public, County, Michigan
My commission expires: 11/4/98

DRAFTED BY AND WHEN
RECORDED RETURN TO:

David W. Hipp
Bodman, Longley & Dahling
34th Floor
100 Renaissance Center
Detroit, MI 48243

TONI POTTS
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 11/04/98

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