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\$15.00 MISC RECORDING  
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05/24/2002 02:44:37 P.M. RECEIPT# 44018  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

FOR: Briarwood of Novi Subdivision; Briarwood Village North;  
Briarwood Village South; and Briarwood Condominiums of Novi.

This Second Amendment to Declaration of Covenants and Restrictions Relating to Maintenance of Common Areas ("Second Amendment") is made this 23rd day of May, 2002, by Briarwood of Novi Partners, a Michigan co-partnership ("Developer").

RECITALS:

A. Developer recorded a certain Declaration of Covenants and Restrictions Relating To Maintenance Of Common Areas, dated May 12, 1989, in Liber 10899, Pages 814-826, inclusive, Oakland County Records, as amended by a certain First Amendment to Declaration of Covenants and Restrictions Relating To Maintenance Of Common Areas, dated April 1, 2002, and recorded in Liber 25252, Pages 544-549, inclusive, Oakland County Records (collectively, the "Declaration") to promote the proper use and appropriate maintenance and operation of certain common areas located within a residential unit development located in the City of Novi, Oakland County, Michigan. Capitalized terms used in this Second Amendment and not otherwise defined herein, shall have the meanings given to such terms in the Declaration, which is incorporated herein by this reference.

B. The portion of the residential unit development that was originally designated for condominium development (which property is identified as the "Condominiums" on the Plan) under the RUD Agreement has been established as a condominium development known as "Briarwood Condominiums of Novi", pursuant to one or more Master Deeds recorded in accordance with the Michigan Condominium Act.

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C. Developer desires to further amend the Declaration to declare that the maintenance, repair and replacement, as necessary, of "Entrance Way No.2", as depicted on the Plan, is to be excluded from the obligations of the Association. As a result of the foregoing amendment, Entrance Way No. 2 shall be operated, maintained, repaired, and replaced, as necessary, by the Owners of the Condominium Units located within Briarwood Condominiums of Novi, on a pro rata basis, at such Owners sole cost and expense, as determined by the Briarwood Condominiums of Novi Condominium Association.

D. Under the provisions of Section 6.01 of the Declaration, Developer has the right to amend the Declaration, without the consent of any other Owner or any other person or entity.

NOW, THEREFORE, Developer hereby further amends the Declaration in the manner set forth below.

**ARTICLES I  
DEFINITIONS**

Article I is hereby amended as follows:

- A. The definition for "Entrance Ways" in Article I is hereby amended in its entirety and replaced with the following definition:

**"Entrance Way"** shall mean Entrance Way No. 1 as depicted on the Plan. All references in the Declaration to the Entrance Ways shall be deemed to refer only to the Entrance Way.

**ARTICLE V  
CONVENANTS FOR MAINTENANCE**

Article V of the Declaration is hereby amended as follows:

- A. Section 5.03 (a) is hereby amended in its entirety to read as follows:

(a) The Board of Directors of the Association shall levy against each Member an assessment, based upon the projected costs, expenses and obligations of the Association for the ensuing fiscal year, which assessment shall be a specified uniform amount per Lot and Condominium Unit. Notwithstanding the foregoing, the Condominium Unit Owners shall only be obligated to pay the portion of each annual assessment (stated as a percentage of the total applicable annual assessment) and special assessment, if any, that is deemed by the Board of Directors to be attributable to the maintenance and operation of the Conservancy Areas; the Condominium Unit Owners shall not be obligated to pay the portion of any annual or special assessment that is attributable to the repair, replacement, operation and maintenance of the Entrance Way. Accordingly, only the Lot Owners shall be obligated to pay the portion of each annual assessment (stated as a percentage of the total applicable annual assessment) and special assessment, if any, that is deemed by the Board of Directors to be attributable to the repair, replacement, operation and maintenance of the Entrance Way.

- B. The sub-paragraph to Section 5.04 that was added to the Declaration pursuant to the First Amendment, is hereby amended in its entirety to read as follows:

Notwithstanding anything to the contrary contained in this Section 5.04, the Condominium Unit Owners shall not have any obligation to pay, and shall not have the right to vote on the establishment of, any special assessment, or portion thereof, levied for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, operation, repair or replacement of any improvements in the Entrance Way. Accordingly, in the event the Association desires to levy a special assessment in connection with the Entrance Way, the Condominium Unit Owners shall not be entitled to vote on the establishment of, and shall not be included in the total votes required to authorize such special assessment, which special assessment for the Entrance Way shall only be voted on by, authorized by, and assessed to the Lot Owners. Condominium Unit Owners shall be obligated to pay, and therefore shall have the right to vote on the establishment of, any special assessment levied for the purpose of defraying, in whole or in part, any costs related to the Conservancy Areas, which exceed the limit set forth in Section 5.03 (f). Any proposed special assessment that relates to both the Entrance Way and the Conservancy Areas shall be treated as two (2) separate special assessments for purposes of determining which Members are entitled to vote on, and which Members shall be obligated to pay for, the applicable special assessment.

#### RATIFICATION

To the extent not modified by this Second Amendment, the provisions of the Declaration shall continue in full force and effect and are hereby ratified in all respects. In the event there is any conflict between the provisions of this Second Amendment and the provisions of the Declaration, the provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Declaration of Covenants and Restrictions Relating to Maintenance of Common Areas as of the date and year indicated at the beginning of this Second Amendment.

WITNESS:

"DEVELOPER"

BRIARWOOD OF NOVI PARTNERS,  
a Michigan co-partnership

By: Robert M. Rosin  
Robert M. Rosin, Trustee under the Robert M. Rosin Property Trust Agreement, dated April 13, 1988, as amended,  
Its: Partner


David A. Goldberg  
David A. Goldberg

Conthey Goldberg  
Conthey Goldberg

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STATE OF MICHIGAN     )  
                                  )ss:  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 23rd day of May, 2002, by Robert M. Rosin, Trustee under the Robert M. Rosin Property Trust Agreement, dated April 13, 1988, as amended, a Partner of Briarwood of Novi Partners, a Michigan co-partnership.



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David A. Goldberg, Notary Public  
Oakland County, Michigan  
My commission expires: 02-01-04

DRAFTED BY AND WHEN RECORDED RETURN TO:

David A. Goldberg, Esq.  
28248 Franklin Road  
Southfield, Michigan 48034

Exhibit A

The following described property located in the City of Novi, Oakland County, Michigan:

Lots 1 through 73, both inclusive, Briarwood of Novi Subdivision, according to the plat thereof recorded in Liber 204, Pages 4 through 8, both inclusive, Oakland County Records.

Sidwell #: (22-21-377-000-ent)

Units 1 through 29, both inclusive, Briarwood Village North, according to the Master Deed thereof recorded in Liber 12296, Pages 451 through 510, both inclusive, First Amendment to Master Deed recorded in Liber 12530, Pages 751 through 753, both inclusive, and Second Amendment to Master Deed recorded in Liber 17203, Pages 513 through 515, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 747.

Sidwell #: (22-21-355-000-ent)

Units 1 through 42, both inclusive, Briarwood Village South, according to the Master Deed thereof recorded in Liber 12226, Pages 884 through 944, both inclusive, First Amendment to Master Deed recorded in Liber 12394, Pages 439 through 450, both inclusive, Second Amendment to Master Deed recorded in Liber 12653, Pages 858 through 861, both inclusive, and Consolidated Master Deed recorded in Liber 14155, Pages 380 through 444, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 745.

Sidwell #: (22-21-354-000-ent)

Units 1 through 68, both inclusive, Briarwood Condominiums of Novi, according to the Master Deed thereof recorded in Liber 10949, Pages 466 through 534, both inclusive, as amended, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 617.

Sidwell #: (22-21-301-000-ent)