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LIBER 22617 PAGE 14
\$53.00 MISC RECORDING
\$2.00 REINSTATEMENT
04/05/2001 04:25:48 P.M. RECEIPT# 22230
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

SECOND AMENDMENT TO
AMENDED AND RESTATED MASTER DEED
TROTTERS POINTE
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 951

This Second Amendment to the Amended and Restated Master Deed of Trotters Pointe, being Oakland County Condominium Subdivision Plan No. 951 is made and executed by DeMaria Investments, a Michigan Co-Partnership (hereinafter referred to as "Developer") of 45500 Grand River Ave. Novi, Michigan 48376 in pursuance of the provisions of the Michigan Condominium Act (Being Act 59 of the Public Acts of 1978, as amended) (hereinafter referred to as the "Act").

WHEREAS, the Developer established Trotters Pointe (hereinafter, the "Condominium") as Oakland County Condominium Plan No. 951 pursuant to the Master Deed thereof recorded on December 13, 1995, in Liber 15880 Pages 661 through 747, inclusive, Oakland County Records; and

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WHEREAS, the Developer first amended and restated this Oakland County Plan No. 951 pursuant to the Amended and Restated Master Deed recorded on November 18 1998 in Liber 19187, Pages 030 through 110, inclusive, Oakland County Records; and

WHEREAS, the Developer desires pursuant to the provisions of Article X desires by recording this Second Amendment to Amended and Restated Master Deed together with the Amended Condominium Subdivision Plan attached hereto as Exhibit B (which is hereby incorporated herein by reference and made a part hereof), to contract from and remove from the Trotters Pointe, Oakland County Condominium Subdivision Plan No. 951 the property described below attached hereto and to reaffirm the remaining of the previously recorded Amended and Restated Master Deed;

NOW THEREFORE, the Developer does, upon the recording hereof, amend Trotters Point, as a Condominium under the Act and does declare that the Condominium shall be held, conveyed

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hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provision of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Second Amendment to Amended and Restated Master Deed and Exhibit B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the land and the Developer, and the Developer's successors and assigns, and any persons acquiring or owning an interest in the Condominium and/or the Contracted Property, and their successors and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

AMENDMENT NUMBER ONE

Article II of the First Amended and Restated Master Deed is hereby amended to read as follows:

ARTICLE II

The Land which is submitted to the Condominium established by this Master Deed is described as follows:

A parcel of land being the East 20 acres of the fractional SW 1/4 and part of the SE 1/4 of Section 18, EXCEPT the North 990.00 feet of the East 1320.00 feet thereof, T1N, R7E, City of South Lyon, Oakland County, Michigan, more particularly described as: Commencing at the SE corner of said Section 18, T1N, R7E, Oakland County, thence along the South line of said section and the centerline of Eleven Mile Road right-of-way, (60 foot 1/2 right-of-way), North 89°26'40" West, 536.99 feet to the intersection of the East line of a 100.00 foot easement to the Lyon No. 1 Drain and said South Section line and the Point of Beginning; thence continuing along said South section line, North 89°26'40" West 2103.15 feet to the South 1/4 corner of said Section 18; thence along the South line of the fractional SW 1/4 of said Section 18 and the centerline of Eleven Mile Road right-of-way, (60 foot 1/2 right-of-way), North 89°31'05" West, 327.47 feet to the West line of the East 20 acres of the fractional SW 1/4 of said Section 18; thence along said West line, North 01°02'01" East 2654.93 feet to the East-West 1/4 line of said Section 18; thence along said East-West 1/4 line South 89°27'29" East 1642.58 feet; thence South 00°56'07" West 990.75 feet; thence South 89°28'22" East 1320.68 feet to the East Line of said Section 18 and the centerline of Pontiac Trail right-of-way (66 foot wide); thence along said East line and centerline, South 00°56'32" West 1291.15 feet to the intersection of South line of a 100.00 foot easement at the Lyon No. 1 Drain and the said East line and centerline; thence along the South line of said easement, South 88°43'20" West 547.56 feet; thence along said easement South 00°41'40" East 356.18 feet to the South line of said section and the centerline of Eleven Mile Road right-of-way, (60 foot 1/2 right-of-way) and the Point of Beginning. Containing 146.159 acres, more or less.

The Land which is contracted from the Condominium pursuant to Article X of the Amended and Restated Master Deed is described as follows:

A parcel of land being part of the SE 1/4 of Section 18, T1N, R7E, City of South Lyon, Oakland County, Michigan, more particularly described as: Beginning at the SE corner of said Section 18, T1N, R7E, Oakland County, thence along the South line of said section and the centerline of Eleven Mile Road right-of-way, (60 foot 1/2 right-of-way), North 89°26'40" West, 536.99 feet to the intersection of the West line of a 100.00 foot easement to the Lyon No. 1 Drain and said South Section line; thence along said West line, North 00°41'40" West 356.18 feet; thence along the South line of said easement to the Lyon No. 1 Drain, North 88°43'20" East 547.56 feet to the East line of said Section 18 and the centerline of Pontiac Trail right-of-way (56 foot wide); thence along said East line and centerline, South 00°56'32" West 373.62 feet to the point of beginning. Containing 4.541 acres, more or less

The Ownership of the contracted area shall be vested in the Developer, DeMaria Investment, a Michigan Co-Partnership, 45500 Grand River Ave., Novi, Michigan 48376.

AMENDMENT NUMBER TWO


Exhibit B of the Amended And Restated Master Deed being Replat No. 2 Oakland County Condominium Subdivision Plan No. 951 is hereby amended and Exhibit B to this Second Amendment to Amended and Restated Master Deed is hereby substituted therefor.


CONFIRMATION OF REMAINDER

Except as specifically set forth herein the rest and remainder of the Amended And Restated Master Deed is hereby restated, readopted and reaffirmed.


IN WITNESS WHEREOF, Developer has caused this Second Amendment to Amended and Restated Master Deed to be executed this 10th day of JANUARY, 2001.

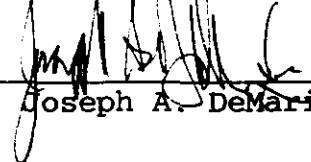
WITNESSES:


D. Douglas McEwen


John B. Cleary

DEMARIA INVESTMENTS,
a Michigan Co-Partnership

By: 
Richard DeMaria, Partner

By: 
Joseph A. DeMaria, Partner

State of Michigan)
)SS
County of Oakland)

The foregoing instrument was acknowledged before me this 10th
day of January, 2001, by Richard DeMaria and Joseph A.
DeMaria who are partners of DeMaria Investments, a Michigan Co-
Partnership, on behalf of DeMaria Investments.

Sally J Hall
Notary Public, Livingston County
My Commission Expires: 5-8-03

Instrument drafted by
and when recorded return to:

D. Douglas McGaw
Poling, McGaw & Poling, P.C.
5435 Corporate Drive
Suite 275
Troy, MI 48098