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G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
RELATING TO MAINTENANCE OF COMMON AREAS**

This First Amendment to Declaration of Covenants and Restrictions Relating to Maintenance of Common Areas ("First Amendment") is made this 1st day of April, 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 ("Declaration") in Liber 10899, Pages 814-826, inclusive, Oakland County Records, 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 First 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. A portion of the residential unit development that was originally designated for apartment development (which property is defined as the "Apartment Property" in the Declaration) has been established as a condominium development pursuant to one or more Master Deeds recorded in accordance with the Michigan Condominium Act.

C. Developer desires to amend the Declaration to acknowledge the establishment of the Apartment Property as a condominium project, and to describe the manner in which the Declaration shall apply to the condominium project.

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 amends the Declaration in the manner set forth below.

**ARTICLES I
DEFINITIONS**

O.K. - LG

Article I is hereby amended as follows:

A. The following definition shall be added to Article I:

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"Briarwood Village" shall mean the condominium development established within the portion of the Property that was designated for apartment development in the RUD Agreement (and which is defined as the "Apartment Property" in the Declaration), as such condominium development has been described in the applicable Master Deeds which have been recorded in the Oakland County Records as Briarwood Village North and Briarwood Village South pursuant to the Michigan Condominium Act. All references in the Declaration to the Apartment Property shall be deemed to refer to Briarwood Village.

- B. The definition of **"Property"** contained in Paragraph 11 of the Declaration is hereby amended to refer to the real property described on Exhibit A attached to this First Amendment and made a part hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The reference to Exhibit A contained in Article II of the Declaration is hereby amended to refer to Exhibit A attached to this First Amendment and made a part hereof.

ARTICLES III

BRIARWOOD OF NOVI MAINTENANCE ASSOCIATION

Article III of the Declaration is hereby amended as follows:

- A. Section 3.03 (b) is hereby amended in its entirety to read as follows:

(b) Each Member that is an Owner of a Condominium Unit (including Condominium Unit Owners within Briarwood Village) shall be entitled to one (1) vote per Condominium Unit on each matter submitted to a vote of Members. Voting rights with respect to multiple Owners of the Condominium Unit shall be determined in the same manner as set forth in Section 3.03 (a).

- B. Section 3.03 (c) is deleted in its entirety.

- C. Section 3.05 is hereby amended in its entirety to read as follows:

Section 3.05 Directors. The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. Developer shall be the sole Director until each of the following events has occurred (any one or more of which events may be waived in whole or in part by Developer, in its sole discretion): (i) 95% of the Lots have been sold and conveyed to Owners and have completed single family dwelling constructed thereon; and (ii) 95% of the total Condominium Units to be constructed, according to the applicable recorded Master Deed(s) covering the total buildable acreage of the portion of the Property designated in the Plan for condominium development, and 95% of the total

Condominium Units to be constructed, according to the applicable recorded Master Deeds covering the total buildable acreage of Briarwood Village, have been sold and conveyed to Condominium Unit Owners. Notwithstanding the foregoing, Developer, in its sole discretion, shall have the right to withdraw as sole Director at anytime prior to the occurrence of any or all of the above-described events. Thereafter, the Board of Directors shall consist of either five (5) or seven (7) Members, who shall be elected by the Members of the Association in accordance with the provision of the Articles of Incorporation and By-Laws of the Association.

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 within Briarwood Village shall only be obligated to pay the portion of each annual assessment (stated as a percentage of the total applicable annual assessment) that is deemed by the Board of Directors to be attributable to the maintenance and operation of the Conservancy Areas; the Condominium Unit Owners within Briarwood Village 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 Ways.

B. Section 5.03 (f) is hereby amended in its entirety to read as follows:

(f) Annual assessments which exceed Two Hundred and 00/100 (\$200.00) Dollars per Lot/Condominium Unit for any given fiscal year of the Association must be authorized by the Members pursuant to Section 5.04.

C. The following sub-paragraph shall be deemed added to Section 5.04:

Notwithstanding anything to the contrary contained in this Section 5.04, the Condominium Unit Owners within Briarwood Village 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 Ways. Accordingly, in the event the Association desires to levy a special assessment in connection with the Entrance Ways, the Condominium Unit Owners within Briarwood

Village 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. Condominium Unit Owners within Briarwood Village 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 Ways 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.

D. Section 5.05 (a) is hereby amended in its entirety to read as follows:

(a) All Lots and Condominium Units owned by Developer shall be exempt from all annual and special assessments. Upon conveyance of any Lot, Condominium Unit or other portion of the Property by Developer to an Owner (other than a person or entity described in Section 5.05 (b)), the exemption for each such Lot or Condominium Unit shall thereupon cease and such Lot or Condominium Unit shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any, that are assessed against such Lot or Condominium Unit and all subsequent annual and special assessments that are assessed against such Lot or Condominium Unit in accordance with Sections 5.03 (a) and 5.04.

RATIFICATION

To the extent not modified by this First 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 First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this First 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 First 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

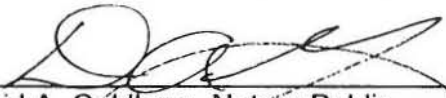
David A. Goldberg
David A. Goldberg

Janet Sue Pugliese
Janet Sue Pugliese

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STATE OF MICHIGAN)
)ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 1st day of April, 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.



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.

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.

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.

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.

22-21-301-000-ent