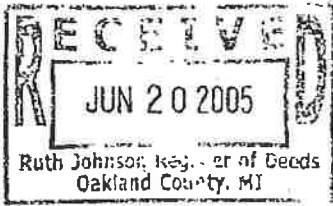


LIBER 35716 PG 046

171700  
LIBER 35716 PAGE 46  
\$16.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
06/20/2005 03:28:05 P.M. RECEIPT# 66769



PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



FIRST AMENDMENT TO MASTER DEED OF

THE TOWNES AT LIBERTY PARK

(A Residential Condominium)

This First Amendment to Master Deed is made on June 10, 2005, by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

RECITALS

A. Developer has established The Townes At Liberty Park ("Condominium") pursuant to the terms of the Michigan Condominium Act (the "Act") by recording the Master Deed, Bylaws, and Condominium Subdivision Plan on January 19, 2005, in Liber 34795, Pages 182 through 248, Oakland County Records, being Oakland County Condominium Subdivision Plan No. 1705 ("Master Deed").

22-10-374-000-PM

3P  
R

B. Developer has reserved the right to amend the Master Deed and Bylaws pursuant to Article X of the Master Deed, Article XVI of the Bylaws and pursuant to the Act.

C. Developer desires to amend, modify and restate various provisions in the Master Deed and Bylaws.

NOW, THEREFORE, the Master Deed and Bylaws are hereby amended as follows:

1. Master Deed. The Master Deed is hereby amended as follows:

A. Section 10.5 of the Master Deed is amended and restated, in its entirety, as follows:

Section 10.5 Termination, Vacation, Revocation or Abandonment. Subject to the provisions of Section 10.4 above and Section 10.7 below, the Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners. Section 7.2 of the Bylaws is amended and restated, in its entirety, as follows:

2. Bylaws. The Bylaws are hereby amended as follows:

A. Section 7.2 of the Bylaws is amended and restated, in its entirety, as follows:

O.K. - LG

**Section 7.2 Insurance.** The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The Association shall notify each mortgagee of any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

B. Section 7.3 of the Bylaws is amended and restated, in its entirety, as follows:

**Section 7.3 Notification of Meetings.** Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting. The mortgagees shall receive notice of any proposed action that requires the consent of the mortgagees.

3. **Effect.** Except as modified by this Amendment, the Master Deed, Bylaws and Condominium Subdivision Plan for the Condominium remain in full force and effect.

(Signatures follow on next page)

DATED: June 10, 2005

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PULTE LAND COMPANY, LLC, a  
Michigan limited liability company

By: Steve Atchison  
Steve Atchison

Its: Manager

STATE OF MICHIGAN)

COUNTY OF Oakland)

On this 10 day of June, 2005, the foregoing First Amendment to Master Deed was acknowledged before me by Steve Atchison, the Manager of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of said company.

Bridget L. Harris

Notary Public, Wayne County, MI;

My Commission Expires 10-3-2011

Acting in Oakland County, Michigan

PREPARED BY AND RETURN TO:

Jay R. LaBarge  
BODMAN LLP  
100 Renaissance Center, 34<sup>th</sup> Floor  
Detroit, MI 48243  
(313) 259-7777

BRIDGET L. HARRIS  
WAYNE COUNTY, MICHIGAN  
ACTING IN Oakland COUNTY, MICHIGAN  
MY COMMISSION EXPIRES 10/03/2011