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NANCY HAVILAND REGISTER OF DEEDS -IVINGSTON COUNTY, MI. 48843

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3-8-000/Dianne H. Hardy, Treasurer
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FIRST AMENDMENT TO THE MASTER DEED OF HARTLAND ESTATES

This First Amendment to the Master Deed of Hartland Estates is made and executed on this day of March, 2000, by HARTLAND ESTATES DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address is 20793 Farmington Road, Suite 18, Farmington, Michigan 48336, hereinafter referred to as "Developer," in pursuance of the provisions of the Michigan Condominium Act, as amended, hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this First Amendment to the Master Deed of Hartland Estates (Amended Master Deed), to amend the Master Deed of Hartland Estates recorded at Liber 2295, Page 0788 of the Livingston County Register of Deeds (Master Deed) to expand the condominium which is the subject hereof to include the land and Plans attached hereto as Exhibit B, both of which are incorporated herein by reference and made a part hereof, to establish that the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, is part of the residential Condominium Project or Development created under the provisions of the Act and pursuant to said Master Deed,

NOW, THEREFORE, the Developer does, upon the recording hereof, include in by expansion of the Hartland Estates Condominium Project (A Site Condominium Planned Unit Development) under the Act, the land described below, and does re-declare that Hartland Estates, hereinafter and/or elsewhere referred to as the "Condominium," "Project," "Development" or the "Condominium Project," shall, after such inclusion or expansion, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in said Master Deed and Exhibits A (the Bylaws) and B (the Condominium Plan) thereto, and any recorded Restrictions for Hartland Estates, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer (also elsewhere referred to as the "Declarant" and/or "Grantor"), its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns.

In furtherance of the expansion of the Condominium Project, it is provided as follows:

1. That Article II of the Master Deed is amended to expand the Condominium Project to include the units depicted in Exhibit B hereto and to include in the land which is submitted to or a part of the Condominium Project established by the Master Deed, the property described as follows:

A parcel of land comprising 45.95 +/- acres

Commencing of the South ¼ Corner of Section 19, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N 88°36'56"E 1311.79 feet along the South line of said section: thence N 01°23'04" W 1022.26 feet for a PLACE OF BEGINNING; thence continuing N 01°23'04" W 1166.84 feet; thence S 88°36'56" W 343.91 feet; thence N 01°52'30" W 464.52 feet; thence N 88°07'36" E 1366.80 feet along the East-West ¼ line of said section as monumented and occupied; thence S 01°17'36" E 271.43 feet; thence N 88°42'24" E 192.36 feet;

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thence S 01°17'36" E 400.00 feet; thence N 88°42'24" E 160.00 feet; thence S 01°17'36" E 712.80 feet along the East line of said Section and the centerline of Cullen Road; thence S 86°25'46" W 807.39 feet; thence non-tangentially northerly 67.38 feet along the arc of a 567.00 foot radius curve to the left, through a central angle of 06°48'32" and having a chord bearing N 15°33'05" W 67.34 feet; thence non-tangentially S 71°02'39" W 179.33 feet; thence S 00°05'36" E 238.63 feet; thence S 88°36'56" W 369.39 feet to the Place of Beginning. Being a part of the Southeast ¼ of Section 19, T3N, R6E, Hartland Township, Livingston County, Michigan, containing 45.95 acres of land, more or less, being subject to the rights of the public over the easterly 50.00 feet thereof as occupied by Cullen Road, also being subject to easements and restrictions of record.

Subject to all easements and restrictions of record, as shown on the Condominium Plan attached hereto as Exhibit B, and subject to all public and governmental rights and/or limitations.

- 2. That Article III, Sections 5, 6, 7, 8, 11 and 14 of the Master Deed are amended as follows:
 - (a) Section 5 of the Master Deed, "Condominium Documents" is amended to include this Amended Master Deed and Exhibit B hereto.
 - (b) Section 6 of the Master Deed, "Condominium Premises" is amended to include the land described above, all improvements and structures thereon, and all easements, rights and appurtenances hereafter belonging to Hartland Estates pertaining thereto.
 - (c) Section 7 of the Master Deed, "Condominium Project, Condominium, Development or Project" is amended to include in its definition, Hartland Estates as expanded herein and as made expandable hereby.
 - (d) Section 8 of the Master Deed, "Condominium Plan" is amended to include Exhibit B hereto.

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- (e) Section 11 of the Master Deed, "Developer" means not only the entities or entity or combination thereof identified above, which made and executed the Master Deed, but those who made and executed this Amended Master Deed as well, and its or their successors and assigns. Said term, where the context would indicate, may also be referred to by use of the term Declarant or Grantor. Both successors and assigns shall always be deemed to be included within the term "Developer" or any other term which refers to the Developer whenever, however and wherever such term is used in the Condominium Documents.
- (f) Section 14 of the Master Deed, "Unit or Condominium Unit" is amended to include in its meaning the single Units in Hartland Estates described on Exhibit B hereto and any which may hereafter be created in the expandable land area which is described herein;
- 3. That Article IV, of the Master Deed is amended to read:

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B of the Master Deed and Exhibit B attached hereto, as may be modified or expanded from time to time pursuant to certain other provisions of this Amended Master Deed and the Bylaws attached to the Master Deed as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) <u>Land</u>. The land described in Article II hereof and of the Master Deed (other than portion thereof constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land.

- within a Limited Common Element and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit or an appurtenant Limited Common Element shall be owned in their entirety by the Co-owner of the Unit in which they are located or the Co-owner of the unit appurtenant to the Limited Common Element and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
- (c) <u>Electrical</u>. The electrical transmission system throughout the Project, up to, but not including, the electric meter for each building that now or hereafter is constructed within the perimeter of a Unit.
- (d) <u>Telephone</u>. The telephone system through the Project, up to the point of connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (e) <u>Gas</u>. The gas distribution system throughout the Project up to, but not including, the gas meter for each building that now or hereafter is constructed within the perimeter of a Unit.
- (f) <u>Water</u>. The water distribution system throughout the Project, up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (g) <u>Sanitary Sewer</u>. The sanitary sewer system, if any, throughout the Project up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.

- (h) <u>Storm Sewer</u>. The storm sewer system, if any, throughout the Project, including any ponds, up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (i) <u>Telecommunications</u>. Every telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each building that now or hereafter is constructed within the perimeter of a Unit.
- General or Limited Common Elements which are not located within the perimeter of a unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project such as, but not limited to, gating, certain roadways, certain amenities, parks, green areas, recreation and sports facilities, project fencing, etc.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are any land described in Article II hereof which is designated as a Limited Common Element pursuant to Article VI of the Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) <u>Co-owner Responsibilities</u>.

(i) <u>Units and Other Areas</u>. The responsibility for and the costs of maintenance, decoration, repair and replacement of the buildings and their appurtenances located within each Unit and the area appurtenant to each Unit as a Limited Common Element shall be borne by the Co-Owner of such Unit;

provided, however, that the exterior appearance of such Units and improvements on appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations or the Restrictive Covenants, whichever is applicable.

- (ii) <u>Utility Services</u>. All costs of electricity, natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- The costs of maintenance, repair and (b) Association Responsibilities. replacement of all General Common Elements and the costs of maintenance, repair and replacement of all landscaping together with all snow removal for the Condominium, whether located within the boundaries of a Unit, appurtenant Limited Common Elements or General Common Elements, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, any repair, snow removal or replacement with respect to buildings and their appurtenances located within the Units or within the Limited Common Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administrating the condominium, the Association acting through its Board of Directors, may undertake such other regularly recurring, reasonable uniform, periodic exterior maintenance functions with respect to buildings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem necessary to maintain reasonable aesthetic and maintenance standards prescribed

by the Association in duly adopted rules and regulations. Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

Section 4. Utility Systems. Some or all of the utility lines, systems, including mains and service leads, and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric and natural gas mains are installed within reasonable proximity to, or within, the Units and their Limited Common Element Areas. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any buildings and structures located within the Units and their respective Limited Common Element Areas.

4. That Article V, Section 1, of the Master Deed is amended to read:

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Plans of Hartland Estates as surveyed by Desine Engineers Inc., and attached to the Master Deed as Exhibit B, as attached hereto as Exhibit B and as the Project may hereafter be expanded. Each Unit shall currently consist of the land contained within the Unit boundaries as shown in said Exhibits and delineated with heavy outlines, together with all appurtenances thereto.

5. That Article VI, Section 3, of the Master Deed is amended as follows:

EASEMENTS

Section 3. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and any other state or local governmental authority shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, but specifically excluding each building that now or hereafter is constructed within the perimeter of a Unit, as may be necessary to fulfill any responsibilities or maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of or decoration of the building and all other appurtenances and improvements constructed or otherwise located within the Unit or any Limited Common Elements appurtenant thereto, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of buildings within the confines of the Unit or any Limited Common Elements

appurtenant thereto in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by the Master Deed, Amended Master Deed, the Bylaws, the Restrictions or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association, and/or the Developer during the Development and Sales Period, shall have the right, and all necessary easements in furtherance thereto, but not the obligation, to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace buildings within the confines of the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association or the Developer to take any such action shall not be deemed a waiver of the Association's or the Developer's right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection or regular assessments, including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

5. That Article VII of the Master Deed is amended to read:

AMENDMENT/EXPANSION

The Master Deed and the Condominium Plan (Exhibit B to Master Deed), Amended Master Deed and Exhibit B hereto, and the Project may be amended and/or expanded either with

the consent of 66%% of the Co-owners or as provided below, except as otherwise hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above or herein to the contrary.

Section 2. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of 66%% of all first mortgagees of record allowing one vote for each mortgage held.

Section 3. By Developer. Pursuant to the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend the Master Deed, Amended Master Deed, and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors, for expansion and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in this Article.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the Bylaws or in the case of an expansion.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. <u>Developer Approval</u>. During the Construction and Sales Period, Article VI and Article VII of the Master Deed as amended shall not be amended nor shall the provisions thereof be modified by any other amendment without the written consent of the Developer.

Section 7. Expansion. The Condominium Project is an expandable condominium project.

Section 8. Expansion Reservation of Right. The Developer reserves the right to expand the Condominium Project without limitation.

Section 9. Expansion Election. The election to expand the Condominium Project expires 6 years after the initial recording of the Master Deed.

Section 10. Expansion Method. The Condominium Project can be expanded by a series of successive amendments to the Master Deed, each adding additional land to the Condominium Project as then constituted, or a series of separate Condominium Projects can be created within the additional land area, all or some of which can then be merged into the expanded Condominium Project or projects by the ultimate recordation of a consolidating Master Deed.

Section 11. Possible Expansion Area Description. The expandable area into and within which the Condominium Project may be expanded in the future is described as follows:

A parcel of land comprising 76.51 +/- acres

Beginning of the South ¼ Corner of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 01°39'19" W 2645.30 feet along the North-South ¼ line of said section as monumented and occupied; thence N 88°07'36" E 976.44 feet along the East-West ¼ line of said section as monumented and occupied; thence S 01°52'30" E 464.52 feet; thence 88°36'56" E 343.91 feet;

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thence S 01°23'04" E 2189.10 feet; thence N. 88°36'56" W. 1311.79 feet along the South line of said section to the PLACE OF BEGINNING. Being a part of the Southeast ¼ of Section 19, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 76.51 acres of land, more or less. Being subject to the rights of the public over the Southerly part thereof as occupied by Highway M-59, also being subject to easements and restrictions of record, if any.

WITNESSES:

HARTLAND ESTATES DEVELOPMENT, L.L.C., DEVELOPER

Sours Jourso

Elizabeth D Jamicson

STATE OF MICHIGAN

) ss.

COUNTY OF WAYNE

Joseph Rotondo, Agent and President

of J. Rotondo Construction, Inc.,

Notary Public

County, Michigan

Its Authorized Member

My commission expires

Notary Public, Wayne County, MI My Commission Expires Dec 14, 2003

On this 3rd day of March, 2000, the foregoing Amended Master Deed was acknowledged before me by JOSEPH ROTONDO, on behalf of Developer.

By:

When Recorded Return To:

Mr. Joseph Rotondo 20793 Farmington Road, Suite 18 Farmington, Michigan 48336

96263

DRAFKA by: George P. Butker 1299, 300 Kinge Place, Ste. 3000 Detesit, HI 48207

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SUPPLEMENTAL TO SHEETS PREVIOUSLY RECORDED.

COVER COMPOSITE PLAN SHEET INDEX

SURVEY & UTILITY PLANS UNITS 41 - 86 SURVEY & UTILITY PLANS UNITS 1 - 40 SITE PLANS UMITS 1 - 40 5 - 6 3 - 4

10 - 12*

THE ASTERISK (*) INDICATES AMENDED OR SUPPLEMENTAL SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SHEETS WHICH ARE REVISED OR NEW. THESE

REPLAT NUMBER 1 OF EXHIBIT B TO THE MASTER DEED OF

SURVEYOR\ ENGINEER Desine, Inc. 7011 W. Grand River Ave. Brighton, Michigan 45114 (810) 227-9533

A LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION
BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19,
T3M, REE, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHGAN
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 136

LEGAL DESCRIPTION

83.70± ACRES HARTLAND ESTATES

feet clong the East line of soid section and the centerline of Cullen Road to the Southasel Corner of soid Section 18; The of soid section as monumented and occupied; thence S 0117736" E 271.43 feat; thence N 8642'24" E 1993.37 192.36 feat; thence S 0117736" E 400.00 feet; thence N 8642'24" E 160.00 feet; thence S 0117736" E 1993.27 Southerly port thereof as occupied by Highmay M-59 (Highland Road), being subject to the rights of the public over the Easterly 50.00 feet thereof as accupied by Cultan Road, also being subject to essements and thence S 88'36'56" W 1366.97 feet clong sold South line of Section 19 to the Ploce of Beginning. Being o port of the Southeast 1/4 of Section 19, Town 3 North, Renge 6 East, Horiland Township, Livingston County, Michigan. Contoining 83,70 ocres of land, more or less. Baing subject to the rights of the public over the Commencing at the South 1/4 Corner of Section 18, Town 3 North, Ronge 6 East, Hortland Township, Livingston County, Michigan; thence N 8836'56" E 1311,79 feet along the South line of soid section for a PLACE OF BECTHING; thence N 6123'04" W 218s.10 feet; thence S 8835'56" W 343.91 feet; thence N 6152'30" W 464.52 feet; thence N 8807'36" E 1366.80 feet along the East - West 1/4 eatrictions of record.

LEGAL DESCRIPTION

FUTURE EXPANDABLE AREA 76.51± ACRES

soid section to the Place of Beginning. Being a part of the Southeast 1/4 of Section 19, Town Horth-South 1/4 line of sold section as manumented and occupies; thence N 88'07'36" E 976.44 feet along the East-West 1/4 line of sold section as manumented and occupied; S 0123/04" E 2189.10 feet; thence S 8635/56" W 1311.79 feet along the South line of BECHNING at the South 1/4 Corner of Section 19, Town 3 North, Ronge 5 East, Hartland 76.51 ocres of lond, more or less. Being subject to the rights of the public over the Southerly part thereof as occupied by Highway M-59, also being subject to cosements Township, Livingston County, Michigan; thence N 01'39'19" W 2645.30 feet along the 3 North, Ronge 6 East, Hortland Township, Livingston County, Michigan. Contohing thence S 01'52'30" E 464.52 feet; thence N 85'36'56" E 343.91 feet; thence and restrictions of record, if ony.

PROFESSIONAL ENGNEER UCENSE NO/34036 /ESINE m

DATE 18 2000

PROPOSED DATED SHEET 1

OF 12













