

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

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SECOND AMENDMENT TO MASTER DEED  
HERITAGE MEADOWS OF HARTLAND CONDOMINIUMS

M-59 CLARK DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company, whose address is 26699 West Twelve Mile Road, Suite 200, Southfield, Michigan 48034, being the Developer of HERITAGE MEADOWS OF HARTLAND CONDOMINIUMS, a condominium project established pursuant to the Master Deed thereof, recorded on September 22, 1998, at Liber 2430, Pages 0409-0476, Livingston County Register of Deeds, as amended by First Amendment to Master Deed dated February 12, 1999, and recorded February 19, 1999, in Liber 2531, Page 0054, Livingston County Register of Deeds, and known as Livingston County Subdivision Plan No. 150, hereby further amends the Master Deed, pursuant to the authority reserved therein, to require the abandonment of individual water wells for each Unit upon the installation of a community or public water system for the Condominium Project, all as more particularly hereinafter set forth. Upon the recording of this SECOND AMENDMENT TO MASTER DEED in the office of the Livingston County Register of Deeds said Master Deed shall be amended in the following manner:

1. Article IV, Section 1, Subparagraph (g) is hereby deleted and the following is substituted in its stead:

(g) Water. Any community well(s) and related water system installed with respect to the Project or the Units, and the water mains throughout the Project up to the point of lateral connection for Unit service.

2. The following provision shall be added as ARTICLE XIII of the Master Deed:

ARTICLE XIII

WATER SYSTEM

Section 1. Community Wells. The Developer will initially install at its cost one or more community wells, as the water source for the Units and the Project. Each Co-owner shall pay a water consumption fee, in such amounts and at such intervals as may be established by the Developer or the Association, which fee shall, at the Developer's option, either be included as a part of the annual budget of the Association and thereby payable monthly as part of the monthly due payable with respect to a Unit, or may be separately metered in which event the Co-Owner shall pay the consumption fee as and when the same is billed by the Developer, or if applicable, by the Association. If the Co-owner shall fail to pay such costs within thirty (30) days from the date of invoice of the same by the Developer, or, if applicable, the Association, then the same shall be deemed to be a lien on such Unit, and in addition to any other remedies available to the Developer or, if applicable, the Association, the Developer or the Association, as applicable, may enforce collection of such amount by a suit at law for a money judgment or by foreclosure of the lien. If a community water system is installed or made available for the Project by the local municipality which may include without limitation, a public water system, then each Co-owner shall be responsible for, and agrees to pay, all fees and special assessments which may be assessed by the local municipality for the establishment of such water system or to tap into such water system. Additionally, each Co-owner hereby consents to the establishment of such special assessment district by the local municipality for the installation of such water system for the Project.

3. The First Amendment to Bylaws attached hereto as Schedule 1 is hereby attached and made a part of the Bylaws attached as Exhibit A of the Master Deed.

WITNESSES:

*Zuhair T. Romaya*  
ZUHAIR T. ROMAYA

*Yvonne E. Nona*  
YVONNE E. NONA

M-59/CLARK DEVELOPMENT COMPANY,  
 L.L.C., a Michigan limited  
 liability company,

By: *Isam S. Yaldo*  
Isam S. Yaldo  
 Its: Member

STATE OF MICHIGAN    §  
                                  §  
COUNTY OF OAKLAND   §

On this 3rd day of March, 2000, the foregoing Second Amendment to Master Deed was acknowledged before me by Isam S. Yaldo, Member of M-59/Clark Development Company, L.L.C., a Michigan limited liability company, on behalf of the company.

Jyonna E. Nona  
JYONNA E. NONA Notary Public,  
Oakland County, Michigan  
My Commission expires: 11-28-2000

DRAFTED BY AND WHEN RECORDED RETURN TO:

BURT S. KASSAB, ESQ.  
ASHER, KULLEN & KASSAB, P.C.  
7125 ORCHARD LAKE ROAD  
SUITE 301  
WEST BLOOMFIELD, MI 48322-3620

{B\Yaldo\Heritage\AmendMstDeed.#3}