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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

**SECOND AMENDMENT TO MASTER DEED
MEADOW VIEW ESTATES**

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This Second Amendment to the Master Deed of Meadow View Estates is made and executed this 14th day of January, 2002, by Berhart Land Co., LLC, a Michigan limited liability company (the "Developer") whose address is 26200 American Center Drive, Suite 500, Southfield, Michigan 48086 and Meadow View Estates Association, a Michigan non-profit corporation (the "Association") whose address is 399 N. Old US 23, Brighton, Michigan 48114. The Developer has established MEADOW VIEW ESTATES, as a condominium project pursuant to the Master Deed thereof as recorded on August 10, 2000 in Liber 2810, Pages 805 through 826, inclusive, as amended by First Amendment to Master Deed, recorded in Liber 3254 Pages 762, inclusive, Livingston County Records and designated as Livingston County Condominium Subdivision Plan No. 197 and the Developer and the Association do hereby execute and declare this Second Amendment to the Master Deed of Meadow View Estates pursuant to the authority granted in Article VIII-2 of the Master Deed for the purpose of amending and restating the provisions relating to the expansion of the condominium project set forth in Article VI of the Master Deed.

Said Master Deed is amended in the following manner:

1. Upon the recording of this Second Amendment to Master Deed with the Livingston County Register of Deeds, Article VI of the Master Deed shall be amended and restated in its entirety as follows:

**FIRST AMENDED ARTICLE VI OF THE MASTER DEED
OF MEADOW VIEW ESTATES**

ARTICLE VI

EXPANSION OF PROJECT

The Condominium Project established pursuant to the initial Master Deed of Meadow View Estates and consisting of twenty-eight (28) Units may, in the Developer's sole discretion, be the first stage of an expansion project which may contain, in its entirety, a maximum of seventy-two (72) Units. Additional Units, if any, not to exceed 44 additional Units, will be constructed upon all or some portion of the following described land:

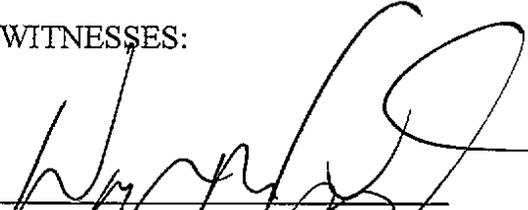
Commencing at the North 1/4 Corner of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence S 02°21'43" E 2678.68 feet along the North and South 1/4 line (as previously established) to the center post of said Section 32; thence continuing along said North and South 1/4 line of said Section S 02°31'55" E 937.04 feet to the **PLACE OF BEGINNING**; thence N 87°45'43" E 1324.56 feet along the Southerly boundary of "Meadow View Estates", Livingston County Condominium Subdivision Plan number 197, as recorded in Liber 2810, Pages 819 through 826, inclusive, Livingston County Records; thence N 02°13'58" W 964.75 feet along the Easterly boundary of said "Meadow View Estates" and the East line of the West 1/2 (as previously established) of the Southeast 1/4 of said Section 32; thence N 86°34'03" E 1271.50 feet; thence S 03°25'57" E 1153.42 feet; thence S 17°01'09" W 456.53 feet; thence S 26°53'27" W 1295.40 feet; thence S 87°04'05" W 513.21 feet; thence S 02°20'13" E 10.13 feet along said East line of the West 1/2 of the Southeast 1/4 of said Section 32; thence S 87°29'34" W 550.72 feet; thence N 18°15'40" W 697.04 feet; thence S 87°04'40" W 577.02 feet; thence N 02°31'55" W 1080.34 feet along the North and South line of said Section 32 to the Place of Beginning. Being a part of the Southeast 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 109.78 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

(hereinafter referred to as "Expandable Area"). Therefore, any other provision of this Master Deed notwithstanding, the Units in the Project, subject to Township approval, may at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six years from recording of the Master Deed, be increased by the addition to the Project of any portion of the Expandable Area and the construction of residential Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by Developer, in its sole discretion, and as may be approved by the Township of Hartland, Livingston County, Michigan. Such increase in size of this Condominium Project shall be by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors, and in which the percentages of value set forth in Article V hereof shall be pro-ratably readjusted in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. Such amendment or amendments to the Master Deed shall also contain further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the creation or expansion of easements for utilities or the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for, the Expandable Area, and to provide access to any Unit that is located on, or planned for the

Expandable Area, from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of a re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the legal description established in Article II of this Master Deed and Developer (or its successor or assigns) may in its discretion, establish all or a portion of said Expandable Area as a rental development, a separate condominium project (or projects) or any other form of development or facility, whether residential or commercial. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Expandable Area described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

In all other respects, other than as herein above indicated, the Master Deed of Meadow View Estates, recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

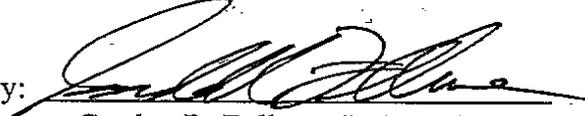
WITNESSES:



WAYNE M. PERRY


STEVE FOLLMER

Berhart Land Co., LLC, a Michigan limited liability company

By: 

Gordon R. Follmer, Its Member

Wayne M. Perry
WAYNE M. PERRY

Steve Follmer
STEVE FOLLMER

Meadow View Estates Association, a Michigan nonprofit corporation

By: *Gordon R. Follmer*
Gordon R. Follmer, Its President

STATE OF MICHIGAN)
)SS
COUNTY OF Livingston)

On the 14th day of January, 2002 the foregoing Second Amendment to the Master Deed of Meadow View Estates was acknowledged by Gordon R. Follmer, Member of Berhart Land Co., LLC, a Michigan limited liability company, on behalf of the limited liability company.

SHARON M. PRETTY

Sharon M. Pretty
Notary Public, Livingston
County, Michigan

My Commission Expires:

07-30-03

SHARON M. PRETTY
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES JUL 30, 2003



STATE OF MICHIGAN)
)SS
COUNTY OF Livingston)

The foregoing Second Amendment to Master Deed of Meadow View Estates was acknowledged before me, a notary public, on the 14th day of January, 2002 by Gordon R. Follmer, President of Meadow View Estates Association, a Michigan nonprofit corporation, who acknowledged the within Amendment, based upon the authority given to him pursuant to the consent of not less than 66 2/3% of the Co-owners, said consents being maintained in the corporate records of the Association, and that the within Amendment was executed and signed by his free act and deed on behalf of the Association.

SHARON M. PRETTY

Sharon M. Pretty
Notary Public, Livingston
County, Michigan

My Commission Expires:

07-30-03

SHARON M. PRETTY
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES JUL 30, 2003

SECOND AMENDMENT TO MASTER DEED DRAFTED BY
AND WHEN RECORDED RETURN TO:

✓ Samuel K. Hodgdon

Harnisch & Gadd P.C.

30700 Telegraph Road, Ste. 3475

Bingham Farms, MI 48025

(248) 644-8600

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