

2000 AUG 10 P 12:05

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

49/2

LIVINGSTON COUNTY TREASURER'S CERTIFICATE  
I hereby certify that there are no TAX  
LIENS or TITLES held by the state or any  
individual against the within description,  
and all TAXES are same as paid for five  
years previous to the date of this instrument  
or appear on the records in this  
office except as stated. 4207

8-10-00 *Dianna H. Hardy*  
Dianna H. Hardy, Treasurer  
Sec. 185 Act 266, 1898 as Amended  
5-00 Taxes not examined

HOMESTEAD DEMANDS NOT EXAMINED

**MASTER DEED FOR MEADOW VIEW ESTATES  
as required by the Michigan Condominium Act,  
MCLA 559.101 et seq., MSA 26.50(101) et seq.**

This master deed is made and signed on July 18, 2000.  
The developer, Berhart Land Co., LLC, a Michigan Limited Liability Company whose  
principal office is situated at 26200 American Center Drive Southfield Michigan represented  
in this document by its Member, Gordon R. Follmer who is fully empowered and qualified  
to act on behalf of the company.

The developer is constructing a residential site condominium project to be known  
as Meadow View Estates, pursuant to the Condominium Subdivision Plan prepared by  
Desine Inc. Engineers, approved by Hartland Township on the 21<sup>ST</sup> day of MARCH, 2000  
and dated 3/15/2000 with a last revision date of 3/15/2000 for a parcel of  
land described in Article II of this document. The developer desires, by recording this  
master deed together with the condominium bylaws and the condominium subdivision plan,  
both of which are incorporated by reference and made a part of this document, to establish  
this real property and the improvements and appurtenances now and in the future located  
on it as a condominium project under the provisions of the Michigan Condominium Act.

By recording this document, the developer establishes Meadow View Estates as a  
condominium project under the act and declares that the project shall be held, conveyed,  
hypothecated, encumbered, leased, rented, occupied, improved, and used subject to the  
act and to the conditions stated in this master deed, all of which shall run with the land and  
burden and benefit the developer; its successors and assigns; any persons acquiring or  
owning an interest in the real property; and their grantees, successors, heirs, executors,  
administrators, and assigns.

**ARTICLE I  
THE PROJECT**

The project is a residential site condominium that is being constructed in a single  
phase to comprise a total of Twenty Eight (28) residential units. The developer and its  
successors specifically reserve the right to elect, within six (6) years after the initial  
recording of the master deed for the project, to contract the project by withdrawing all or  
part of the land described in Article II by an amendment or a series of amendments to the  
master deed, without the consent of any co-owner, mortgagee, or other party. However,  
no unit that has been sold and improved may be withdrawn without the consent of the  
owner and the mortgagee of the unit. Except as stated in this document, no restrictions  
or limitations on such an election exist regarding what land may be withdrawn, when or in  
what order land may be withdrawn, or how many units or common elements may be  
withdrawn. However, the number of remaining units in the project shall not be less than  
ten (10), and the land constituting the project shall not be reduced to less than that  
reasonably necessary to accommodate same, including access and utilities.

The Twenty Eight (28) site condominium units that compose the project, including

the numbers, boundaries, dimensions, and areas of them, are completely described in the condominium subdivision plan. Each unit is suitable for individual use, having its own access from and exit to a common element of the project. Each co-owner in the project shall have a particular and exclusive property right to the co-owner's unit and to the limited common elements appurtenant to it, if any, and shall have an undivided and inseparable right to share the general common elements of the project with other co-owners, as designated by this master deed.

## ARTICLE II LEGAL DESCRIPTION

The land on which the project is situated and which is submitted for condominium ownership pursuant to the Michigan Condominium Act, is located in Hartland Township and is described as follows:

### "MEADOW VIEW ESTATES CONDOMINIUM"

Commencing at the North 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 86°40'03" E 618.57 feet along the North line of said Section 32 to the PLACE OF BEGINNING; thence continuing N 86°40'03" E 141.79 feet along said North line of Section 32, also being the centerline of Bergin Road; thence S 02°34'23" E 435.60 feet; thence N 86°40'03" E 399.96 feet; thence S 02°34'06" E 2240.88 feet; thence N 86°34'03" E 159.71 feet along the East and West 1/4 line of said Section 32; thence S 02°13'58" E 964.75 feet; thence S 87°45'43" W 1324.56 feet; thence N 02°31'55" W 937.04 feet along the North and South 1/4 line to the Center Post of said Section 32; thence continuing along said North and South 1/4 line N 02°21'43" W 1589.68 feet; thence N 86°40'03" E 200.00 feet; thence N 02°21'43" W 348.00 feet; thence N 86°40'20" E 262.64 feet; thence N 13°55'10" E 229.14 feet; thence Northeasterly 111.23 feet along the arc of a 283.00 foot radius curve to the right through a central angle of 22°31'11", having a chord bearing N 25°10'46" E 110.52 feet; thence Northerly 182.21 feet along the arc of a 267.00 foot radius reverse curve to the left through a central angle of 39°06'06", having a chord bearing N 16°53'19" E 178.70 feet; thence Northerly 80.79 feet along the arc of a 382.50 foot radius compound curve to the left through a central angle of 12°06'05", having a chord bearing N 08°42'47" W 80.64 feet; thence Northerly 80.79 feet along the arc of a 382.50 foot radius reverse curve to the right through a central angle of 12°06'05", having a chord bearing N 08°42'47" W 80.64 feet; thence N 02°39'44" W 96.73 feet to the Place of Beginning. Being part of the Northeast 1/4 and Southeast 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 85.21 acres, more or less.

## ARTICLE III DEFINITIONS

Certain terms are used not only in this master deed but also in other documents for the condominium project, such as the articles of incorporation; the association bylaws; the rules and regulations of the Meadow View Estates Condominium Association; and deeds, mortgages, liens, land contracts, easements, and other documents affecting interests in the project. As used in such documents, the following definitions apply unless the context

otherwise requires:

1. The Act means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended.
2. The association of co-owners or the association means the nonprofit corporation organized under Michigan law of which all co-owners must be members. This corporation shall administer and maintain the project. Any action required of or permitted to the association may be carried out by its board of directors unless it is specifically reserved to its members by the condominium documents or Michigan law.
3. The association bylaws means the corporate bylaws of the association organized to maintain and administer the project.
4. Common elements, if used without modification, means the part of the project other than the condominium units described in Article IV.
5. Condominium bylaws means exhibit A, which is the bylaws stating the substantive rights and obligations of the co-owners.
6. Condominium documents includes this master deed and all its exhibits recorded pursuant to the Michigan Condominium Act and any other documents referred to in this document that affect the rights and obligations of a co-owner in the condominium.
7. The condominium subdivision plan means exhibit B, which is the site drawing, the survey, and other drawings depicting the existing and proposed structures and improvements, including their locations on the land.
8. Condominium unit or unit means that part of the project designed and intended for separate ownership and use, as described in this master deed.
9. Co-owner means a person, a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who owns a condominium unit in the project, including a vendee of a land contract of which the purchase is not in default. Owner is synonymous with co-owner.
10. The developer means Berhart LLC which has made and signed this master deed, as well as its successors and assigns.
11. General common elements means those common elements of the project described in Article IV(I), which are for the use and enjoyment of all co-owners, subject to such charges as may be assessed to defray the operation costs. Each condominium unit shall have an undivided interest in all common elements. An equal percentage of value is allocated to each condominium unit.
12. The master deed means this instrument as well as its exhibits and amendments, by which the project is submitted for condominium ownership.
13. Percentage of value means the percentage assigned to each unit by this master deed, which determines the value of a co-owner's vote at association meetings when voting by value or by number and value and the proportionate share of each co-owner in the common elements of the project.
14. The project or the condominium means Meadow View Estates, a condominium development established in conformity with the Michigan Condominium Act.
15. The transitional control date means the date when a board of directors for the association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the developer exceed the votes that may be cast by the developer.
16. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, shall be deemed to continue until the transitional control date as defined in the Act.

Whenever a reference is made in this document to the singular, a reference shall also be included to the plural if appropriate.

**ARTICLE IV  
COMMON ELEMENTS**

1. General Common Elements. The General Common Elements are all those areas so designated by the legend set forth on exhibit B including but not limited to the following:
  - a. Electrical, Telephone and Natural Gas. The electrical, telephone and natural gas transmission mains throughout the Project up to the respective transformers for each Unit.
  - b. Recreational Area. The recreational open-space area, bounded by units as reflected on Exhibit B.
  - c. Roadways, Signs and Landscaping. The roadways, signs and landscaping of the Project as depicted on Exhibit B.
  - d. Storm sewer network. All storm sewers drains and detention ponds as depicted on Exhibit B to the Master Deed.
  - e. Pathway. The recreational path, the centerline of which is depicted on Exhibit B.
  
2. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:
  - a. Co-owner Responsibilities.
    - (i) Units. The responsibility for and the costs of maintenance, decorating, repair and replacement of the Unit shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units and setback areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations.
    - (ii) Utility Services. All costs of electricity, gas, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or public authority and the Association shall have no responsibility therefor. Further, in the event that, in the future, it shall be required by a public authority or public authorities to install public gas, sewer and/or water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Project as a whole of installation of such mains shall be borne by the Co-owners as provided in the Condominium Bylaws Article V.
  - b. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the

Unit. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic, exterior maintenance functions with respect to dwellings constructed within any Unit boundaries as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). 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 V 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. The Association is responsible for maintaining the condominiums consistent with the approved site plan and all notations contained on the site plan as approved by the Township of Hartland.

3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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 any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Associations responsibility will be to see to it that telephone, electric and gas mains or lines are installed within reasonable proximity to, but not within, the Units. 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 structures and fixtures located with the Units.

4. Water and Sewage Disposal.

a. No unit shall be used for other than single family dwelling.

b. There shall be no future subdividing of any building units which would utilize individual onsite sewage disposal and/or water supply systems.

c. "Meadow View Estates" Site Condominium Project has been approved for 28 individual Units as described in Desine, Inc. site plan Job #9304 last revision dated December 7, 1999. The wells and septic shall be located in the exact area as indicated on the preliminary site plan.

d. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10ft. protective clay barrier or be drilled to a depth of 100 ft. if adequate clay protection is not encountered. The wells shall all be grouted the entire length of the casing.

e. The tests wells used to determine onsite water supply adequacy have been drilled on Units 10, 15 and 22. If these wells are not intended for the use as a portable water supply, then/they must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

f. The test well proposed to serve Unit 22 is not within the property boundary.

Therefore, a separate property deed restriction shall be recorded indicating a legal easement has been established. This restriction shall be submitted **prior to final master deed approval.**

g. The test wells throughout the project which are not functionable must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted **prior to final master deed approval.**

h. The wells and septic systems shall be located in the exact area as indicated on the preliminary plans as submitted by Desine, Inc., last revision December 7, 1999, which is on file at the LCHD.

i. There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

j. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

k. Prior to issuance of permits for Units 1-14 and 19-28 each building site will require detailed engineer plans reflecting the design of an intermittent sand filter system which is consistent with the minimum design requirements outlined by the Michigan Department of Environmental Quality and the Livingston County Health Department. The size and configuration of the lots and the area needed for the construction of the sand filter system, may limit available building area for some houses being proposed. Therefore, careful consideration must be given to design the house around the onsite sewage disposal needs. Permits will not be issued until all minimum requirements have been met in accordance with these restrictions.

l. A Homeowners Operation and Maintenance Manual must be developed for each system. The manual must inform owners of the details, use, and maintenance needs of their system. A copy of the manual must be submitted to the Livingston County Health Department. A deed restriction must be recorded informing homeowners of the mechanical nature of their septic system and that an operation and maintenance manual is on file at the Livingston County Health Department.

m. Prior to issuance of permits for Units 1-14 and 19-28 individual engineered site plans showing elevation and design specifications for both proposed active and reserve septic areas along with the house, well, and utility locations shall be submitted to the Livingston County Health Department for review and approval. Due to the fact that engineered plans shall be required along with written engineer approval after the septic areas have been prepared, the cost of the system may be higher than a typical conventional sewage disposal system. These units require the utilization of sand filter technology and shall be designed by a registered professional engineer in conformance with Livingston County Sanitary Code guidelines for the design and installation of alternative sewage disposal systems.

n. Unit 18 will require that the bottom of the stone be no deeper than 6 inches below the original grade.

o. Unit 17 will require that the bottom of the stone be no deeper than 12 inches

**APPROVED**  
Livingston County Health Department  
Name \_\_\_\_\_  
Date 8/9/00



shall consist of the space located within Unit boundaries as shown in Exhibit B hereto and delineated in accordance with the legend contained thereon.

2. Percentage of Value. The percentages of value assigned to each Unit are equal. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## 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, two (2) additional phases. Additional units not to exceed 60 units, if any will be constructed upon all or some portion of the following described land:

### "MEADOW VIEW ESTATES CONDOMINIUM SOUTH FUTURE EXPANDABLE AREA"

Commencing at the North 1/4 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 of said Section 32 to the Center Post of said Section 32; thence continuing along said North and South 1/4 line S 02°31'55" E 937.04 feet to the PLACE OF BEGINNING; thence N 87°45'43" E 1324.56 feet; thence S 02°13'58" E 1064.58 feet; thence S 87°04'40" W 1319.02 feet; thence N 02°31'55" W 1080.34 feet along said North and South 1/4 line to the Place of Beginning. Being part of the Southeast 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 32.54 acres, more or less.

### "MEADOW VIEW ESTATES CONDOMINIUM NORTH FUTURE EXPANDABLE AREA"

Commencing at the North 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 86°40'03" E 447.18 feet along the North line of said Section 32 to the PLACE OF BEGINNING; thence continuing N 86°40'03" E 171.39 feet along said North line of Section 32, also being the centerline of Bergin Road; thence S 02°34'23" E 96.73 feet; thence Southerly 80.79 feet along the arc of a 382.50 foot radius curve to the left through a central angle of 12°06'05", having a chord bearing S 08°42'47" E 80.64 feet; thence Southerly 80.79 feet along the arc of a 382.50 foot radius reverse curve to the right through a central angle of 12°06'05", having a chord bearing S 08°42'47" E 80.64 feet; thence Southerly 182.21 feet along the arc of a 267.00 foot radius compound curve to the right through a central angle of 39°06'06", having a chord bearing S 16°53'19" W 178.70 feet; thence Southwesterly 111.23 feet along the arc of a 283.00 foot radius reverse curve to the left through a central angle of 22°31'11", having a chord bearing S 25°10'46" W 110.52 feet; thence S 13°55'10" W 229.14 feet; thence S 86°40'20" W 12.73 feet; thence N 02°34'23" W 740.98 feet to the Place of Beginning. Being part of the

Northeast 1/4 of Section 32, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 2.15 acres, more or less.

(hereinafter referred to as "Expandable Area"). Therefore, any other provisions of this Master Deed notwithstanding, the number of 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 rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference to 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. 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 successors and 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.

## ARTICLE VII EASEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over those portions of the land (including all Units and Common Elements, structures, buildings and improvements in the Condominium) for the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

Section 2. Easements Retained by Developer.

a. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in the Section shall be equitably borne by the co-owners of this Condominium. Such easements to extend through the Development and Sales Period.

b. Roadway Easement. The Developer also hereby reserves for the benefit of itself, its successors and assigns easement rights for the construction, enlargement or extension of the roadways of the Project. This easement shall include the reasonable access to such limited common element areas of the Project as may be required; provided, however, that should the Developer enter any improved yard areas during roadway construction, enlargement or extension, Developer shall at its expense return the grounds to their previous condition.

c. Abandonment of Water Supply Systems. At the time of the recording of this Master Deed, public water service was not available to the Condominium. In the event that public water facilities are made available to the Condominium at some time in the future, all water wells installed by Co-owners shall be abandoned within one year after the public water is available (or sooner if so required by the Township of Hartland or other governmental authorities) and each Unit in the Condominium shall be connected to the public water service as the case may be. Each individual Co-owner shall bear the expense of tapping into the public water system to service his respective Unit.

d. Storm Drain Easement. All storm drainage systems are within common element as shown on the site plan.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect

thereto be varied, without the approval of Hartland Township and the consent of each person benefitted thereby.

**Section 4. Association, Developer and Utilities Easements for Maintenance, Repair and Replacement.** The developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of 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 any decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner, may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article IV, Section 4 of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances, 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 cost 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 assessed 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 Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and be the property of the Association.

**Section 6.** No easements created under the Condominium documents may be modified without the approval of Hartland Township. All buildings and structures are subject to the regulations and review procedures of Hartland Township ordinances.

**ARTICLE VIII  
AMENDMENTS AND TERMINATION**

1. If there is no co-owner other than the developer, the developer may unilaterally amend the condominium documents or, with the consent of any interested mortgagee, unilaterally terminate the project. All documents reflecting such amendment or termination shall be recorded in the public records of Livingston County, Michigan.
2. If there is a co-owner other than the developer, the condominium documents may be amended for a proper purpose only as follows:
  - a. An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including without limitation amendments to modify the types and sizes of unsold condominium units.
  - b. Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions of a co-owner's unit may not be modified without the co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a unit may be rented be modified without the consent of the developer and each affected co-owner and mortgagee. Rights reserved by the developer in this master deed, including rights to amend the master deed for purposes of expansion, contraction, or modification of units in the course of construction, shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.
  - c. The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes reserved by the developer in this master deed except as prohibited in Section 90 (4) of the Act. Until the completion and sale of all units as described in Article I, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.
  - d. A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees or based on the advisory committee's decision, the costs of which are administration expenses. The co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.
  - e. If there is a co-owner other than the developer, the project may only be terminated with the consent of the developer and at least 80 percent of the unaffiliated co-owners and mortgagees, as follows:
    1. The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.
    2. On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interests in the common elements immediately before recordation. As long as the

- tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.
3. On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.
  4. Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lienholder, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.
3. No easements created under the Condominium documents may be modified without the approval of Hartland Township. All buildings and structures are subject to the regulations and review procedures of Hartland Township ordinances.

#### **ARTICLE IX HARTLAND TOWNSHIP APPROVAL**

In the event of any conflict between any provision of this Master Deed, or any other Condominium Document, and any provision of Michigan law or Hartland Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed or other Condominium Documents by Hartland Township nor anything contained within this Master Deed or other Condominium Documents shall be interpreted or construed in any way as constituting a variance from or approval by Hartland Township of any violation of any provision of Michigan law or Hartland Township ordinance. Any amendment of this Master Deed or other Condominium Document relating to any matter which is subject to the provisions of any Hartland Township ordinance shall require the approval of Hartland Township. In the event that there is any expansion of the condominium project or any modification of the size or location of any unit or any limited common element or any other modification of the project or any portion of it which is not strictly in accordance with the condominium subdivision plan approved by Hartland Township, the same shall require review and approval of an amended condominium subdivision plan.

pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time.

Berhart, Land Co., LLC

  
By: Gordon R. Follmer, its Member

Subscribed and sworn to before me on

July 18, 2000

Darla M. Conklin  
Notary Public, Wayne in Oakland County  
My commission expires: 5/6/2001

d:\fwpd\dlf10121\master.9

DARLA M. CONKLIN  
Notary Public, Wayne County, MI  
My Commission Expires May 6, 2001

DRAFTED BY:

✓ RAY FOLEY  
200 N Western Financial Center  
30833 NORTHWESTERN HWY  
Farmington Hills, MI 48334



# MEADOW VIEW ESTATES

EXHIBIT "B" TO THE MASTER DEED OF

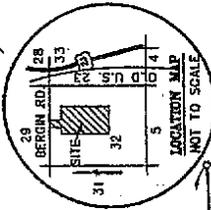
PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 8 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

**DEVELOPER**

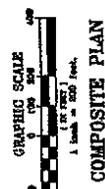
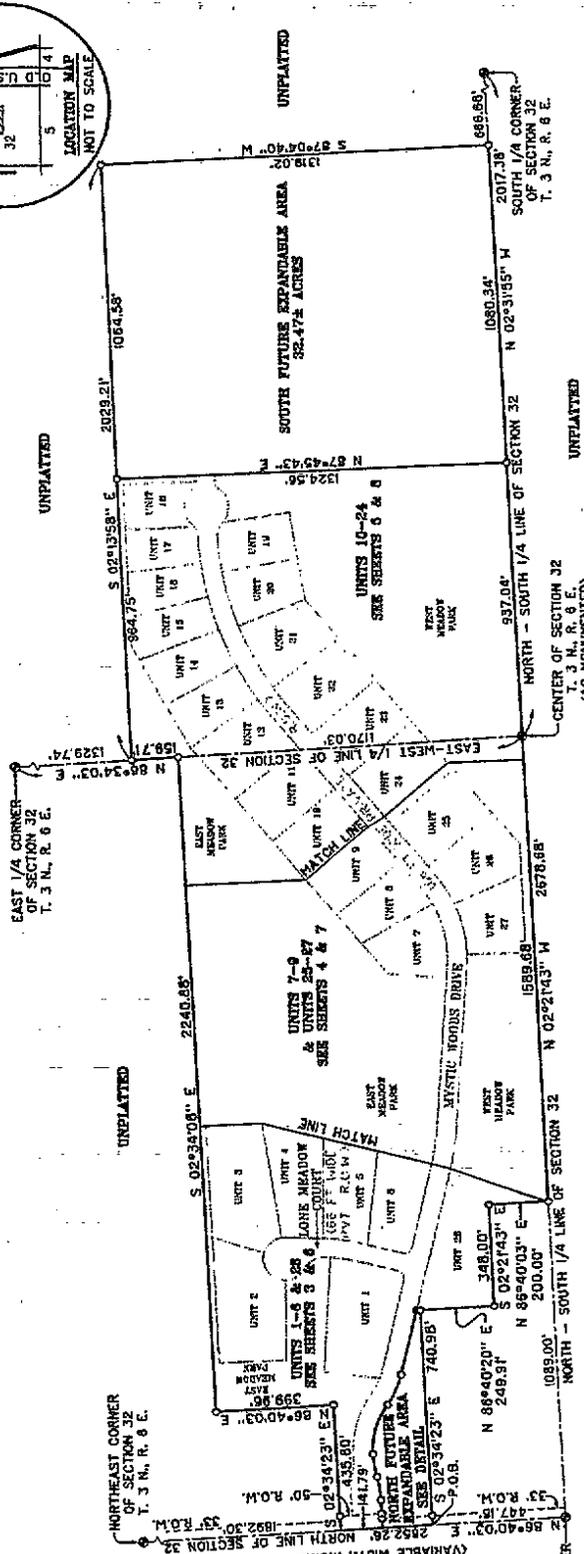
BERHART LAND COMPANY, L.L.C.  
26200 AMERICAN DRIVE, SUITE 305  
SOUTHFIELD, MICHIGAN 48034  
(248) 353-8820

**PREPARED BY:**

DESINE INC.  
7011 LANSING AVENUE  
BRIGHTON, MICHIGAN 48114  
(810) 227-9533



LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197



COMPOSITE PLAN

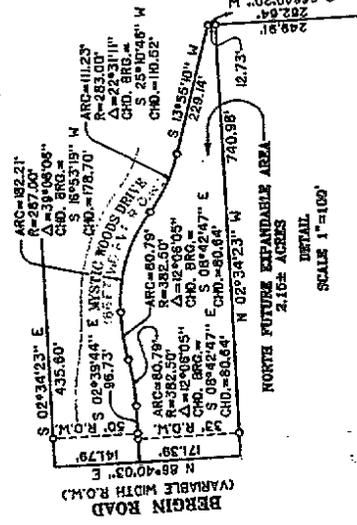


DATE  
May 22, 2000  
PROPOSED DATED  
SHEET 2  
OF 8

**LEGEND**

ALL DIMENSIONS ARE IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
THE SYMBOL "O" INDICATES A 1/2" IN. ROD ENCASED BY A 4 IN. x 3/8 IN. CONCRETE RINGHEIM.  
THE SYMBOL "•" INDICATES A FOUND IRON.  
BEARINGS ARE BASED ON THE PLAT OF "SAN MARCO MEADOWS" AS RECORDED IN LIBER 23 OF PLATS, PAGES 6 THROUGH 11, LIVINGSTON COUNTY RECORDS.

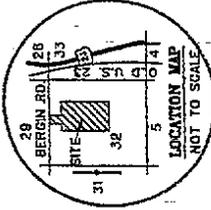
NOTE: THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NUMBER 160784 0003-0016, EFFECTIVE DATE MAY 17, 1989.



SCALE 1"=100'



**PREPARED BY:**  
 DESHE INC.  
 7011 WEST GRAND RIVER  
 BRIGHTON, MICHIGAN 48114  
 (810) 227-9533



**SURVEYOR'S CERTIFICATE**  
 I, MARUSZ L. LUKONICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MEADOW VIEW ESTATES", Livingston County Condominium Subdivision Plan No. 197 as shown on the accompanying drawings, represents a survey on the ground made under my direction.  
 That there are no existing visible encroachments upon the lands and property herein described.  
 That the required monuments and iron markers have been located in the ground as required by rules promulgated under section 142 of Act No. 95 of the Public Acts of 1976 unless otherwise placed within one year from the date of plan recreation.  
 That the accuracy of this survey is within the limits required by the rules promulgated under Act No. 142 of Act No. 95 of the Public Acts of 1976.  
 That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 95 of the Public Acts of 1976.



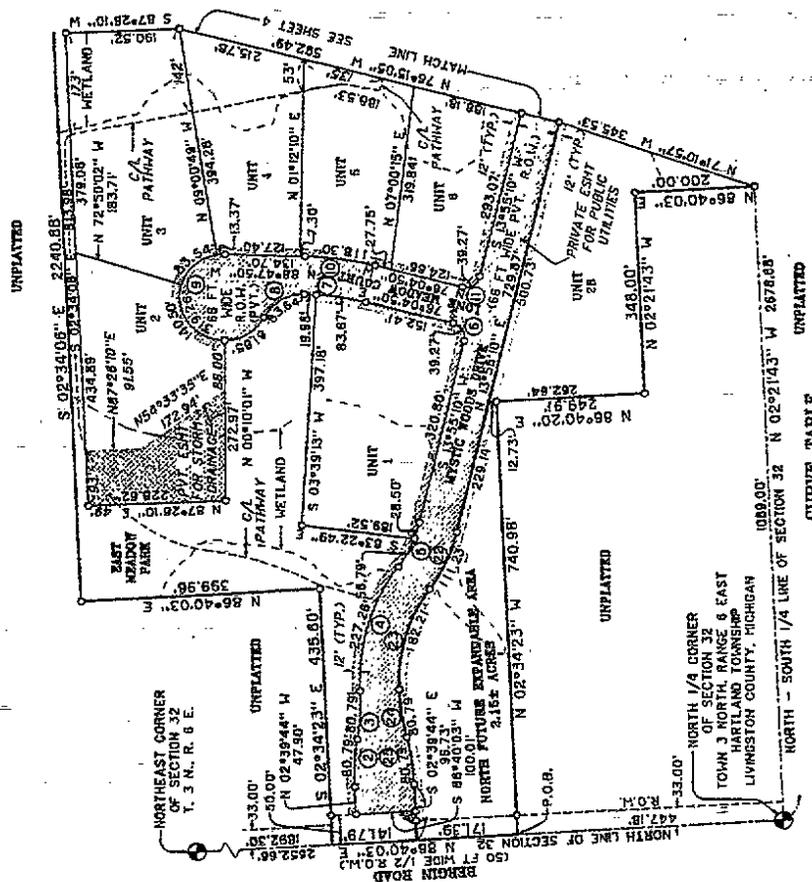
DATE: August 20, 2003  
 PREPARED BY: Marusz L. Lukonicz  
 P.S. No. 35118  
 SHEET 3 OF 8

# MEADOW VIEW ESTATES

EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
 TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
 LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197



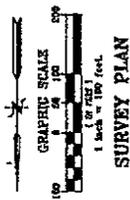
**CURVE TABLE**

LENGTH	CHORD	BEARING	CHORD BEARING	CHORD DISTANCE
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125

**CURVE TABLE**

LENGTH	CHORD	BEARING	CHORD BEARING	CHORD DISTANCE
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125
1.3125	1.3125	S 0°00'00" W	S 0°00'00" W	1.3125

**DEVELOPER**  
 BERNHART LAND COMPANY, L.L.C.  
 28200 AMERICAN DRIVE, SUITE 305  
 SOUTHFIELD, MICHIGAN 48034  
 (248) 353-9820



**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "o" INDICATES A 1/2 IN. IRON ROD ENGAGED BY A 4 IN. x 3/8 IN. CONCRETE MONUMENT.
- THE SYMBOL "•" INDICATES A FOUND IRON.
- BEARINGS ARE BASED ON THE FLAT OF SANITARIUM READINGS AS RECORDED IN LIVINGSTON COUNTY RECORDS.
- METLAND LIMIT
- CURVE IDENTIFIER
- PRIVATE EASEMENT FOR PUBLIC UTILITIES
- PRIVATE EASEMENT FOR STORM DRAINAGE

**NOTE:**  
 THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY-PANEL NUMBER 260784 0003-0010, EFFECTIVE DATE: MAY 17, 1995.

**BENCHMARK**

- A1--RAILROAD SPIKE IN THE SOUTHEAST SIDE OF UTILITY POLE LOCATED AT THE SOUTHWEST CORNER OF BERGM ROAD AND MYSTIC WOODS DRIVE. ELEVATION = 969.51 (U.S.C.G.S.)
- A2--RAILROAD SPIKE IN THE NORTH SIDE OF A 3/4" OAK LOCATED ON THE EAST SIDE OF MYSTIC WOODS DRIVE NEAR THE SOUTHWEST CORNER OF BERGM ROAD. ELEVATION = 963.12 (U.S.C.G.S.)

EXHIBIT "B" TO THE MASTER DEED OF

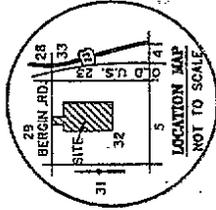
# MEADOW VIEW ESTATES

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197

**PREPARED BY:**

DESINE INC.  
7011 WEST GRAND AVENUE  
BRIGHTON, MICHIGAN 48114  
(616) 227-8833



**SURVEYOR'S CERTIFICATE**

I, MARIUSZ L. LUKOMCZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MEADOW VIEW ESTATES" is a legally created Condominium Subdivision Plan in accordance with the accompanying documents, and that there are no existing visible encroachments upon the lands and premises herein described.

That the required monuments and iron markers have been located in the ground as required by rules promulgated under section 142 of Act No. 59 of the Public Acts of 1978 unless otherwise placed within one year from the date of plan recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

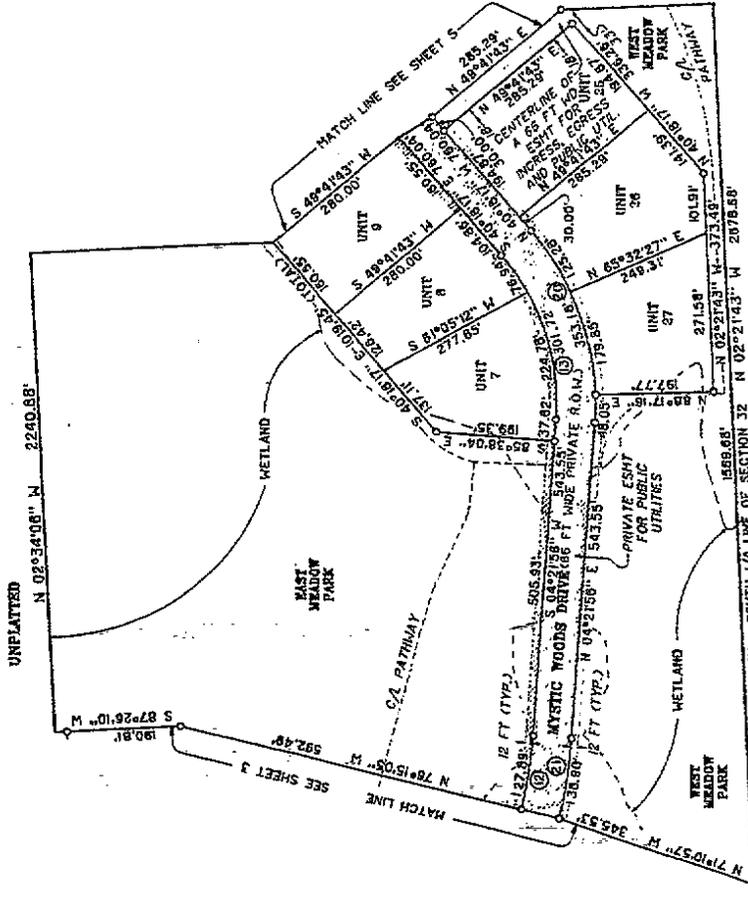


*Mariusz L. Lukomcz*  
MARIUSZ L. LUKOMCZ  
P.S. No. 3819

DATE

FILED  
APR 20 2000  
PROPOSED DATED

SHEET 4 OF 8



UNPLATTED

UNPLATTED

STATION	CURVE	RADIUS	DELTA	BEARING	DISTANCE
1	1	127.881	787.00	05°33'14"	9.0940933" W
2	1	301.721	387.00	144°40'13"	3.1745811" E
3	1	353.181	453.00	249°00'13"	1.1745811" W
4	1	336.801	433.00	09°33'12"	1.0840813" E
5	1	336.801	433.00	09°33'12"	1.0840813" E

**DEVELOPER**

BERHART LAND COMPANY, L.L.C.  
28200 AMERICAN DRIVE, SUITE 305  
SOUTHFIELD, MICHIGAN 48034  
(248) 353-8820



**SURVEY PLAN**

**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A 1/2 IN. IRON ROD ENCASED BY A 4 IN. x 36 IN. CONCRETE MONUMENT.
- THE SYMBOL "X" INDICATES A FOUND IRON.
- BEARINGS ARE BASED ON THE PLAT OF "SAN MARINO HEADQUARTERS" AS RECORDED IN LIBER 29 OF PLATS, PAGES 6 THROUGH 11, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE
- - - WETLAND LIMIT
- CURVE IDENTIFIER
- (---) PRIVATE EASEMENT FOR PUBLIC UTILITIES

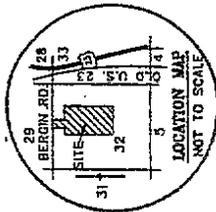
**BENCHMARK**

- A1-RAILROAD SPIKE IN THE SOUTHEAST SIDE OF UTILITY POLE LOCATED AT THE SOUTHWEST CORNER OF BERGIN ROAD AND MYSTIC WOODS DRIVE. ELEVATION = 965.51 (U.S.C.G.S.)
- A2-RAILROAD SPIKE IN THE NORTH SIDE OF A 36" OAK LOCATED ON THE EAST SIDE OF MYSTIC WOODS DRIVE. SOUTH CORNER OF UNIT (11). ELEVATION = 963.12 (U.S.C.G.S.)

NOTE: THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY-PARCEL NUMBERS 280784 0005-0010, EFFECTIVE DATE: MAY 17, 1989.

PREPARED BY:

DESINE INC.  
7011 WEST GRAND RIVER  
BRIGHTON, MICHIGAN 48114  
(810) 227-8833

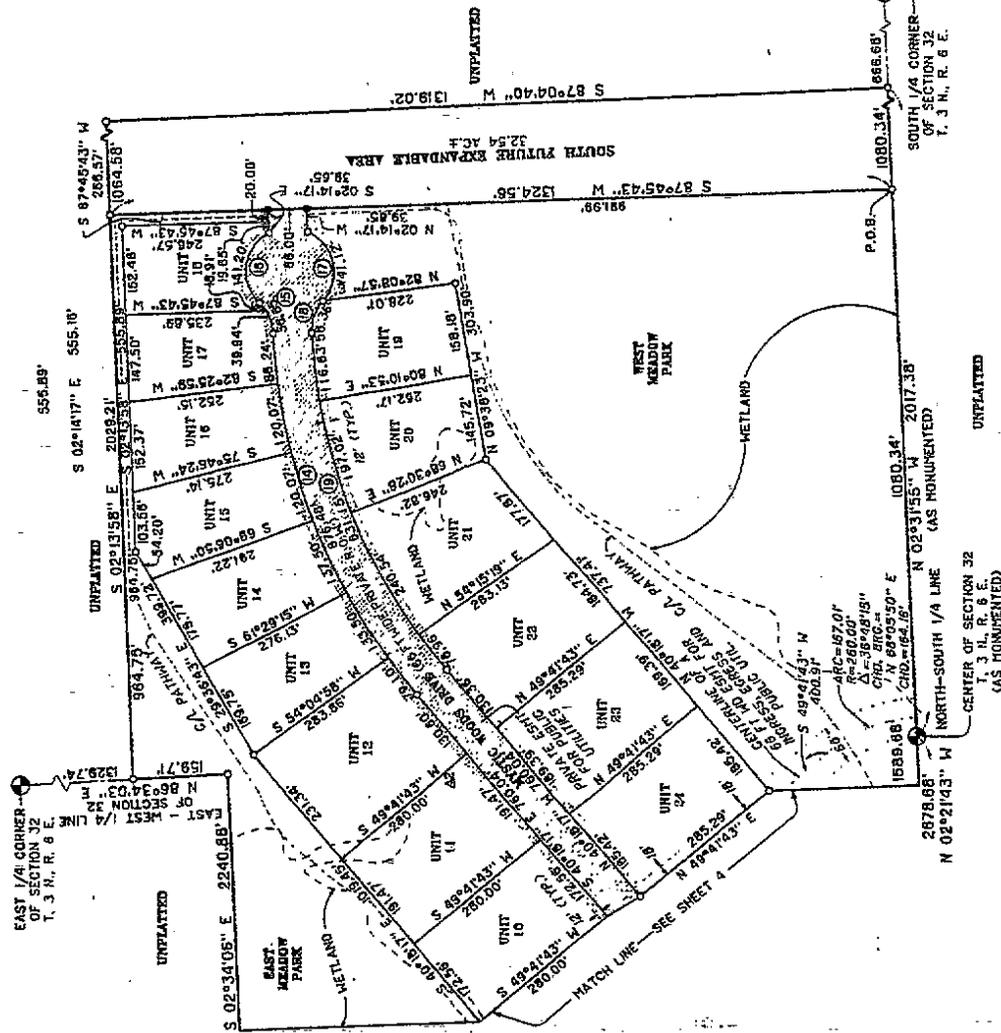


# MEADOW VIEW ESTATES

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

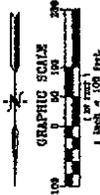
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197

EXHIBIT "B" TO THE MASTER DEED OF



DEVELOPER

BERHART LAND COMPANY, L.L.C.  
28200 AMERICAN DRIVE, SUITE 305  
SOUTHFIELD, MICHIGAN 48034  
(248) 353-6820



SURVEY PLAN

**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A 1/2 IN. IRON ROD ENGRAVED BY A 4 IN. x 3/8 IN. CONCRETE MONUMENT.
- THE SYMBOL "•" INDICATES A FOUND IRON.
- BEARINGS ARE BASED ON THE PLAT OF "SAN MARINO HEADQUARTERS" AS RECORDED IN LIBER 29 OF PLATS, PAGES 8 THROUGH 11, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE
- METLAND LIMIT
- ⊙ CURVE IDENTIFIER
- ⊙ PRIVATE EASEMENT FOR PUBLIC UTILITIES

**BENCHMARK**

- A1-RAILROAD SPIKE IN THE SOUTHEAST SIDE OF UTILITY POLE LOCATED AT THE SOUTHWEST CORNER OF BERON ROAD AND MYSTIC WOODS DRIVE. ELEVATION = 989.61 (U.S.C.G.S.)
- A2-RAILROAD SPIKE IN THE NORTH SIDE OF MYSTIC WOODS DRIVE NEAR SOUTHERLY CORNER OF UNIT (10). ELEVATION = 983.12 (U.S.C.G.S.)

NOTE: THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, WASHINGTON, D.C. MAP NUMBER 22078-0005-0010, EFFECTIVE DATE: MAY 17, 1988.

**CURVE TABLE**

CURVE	RADIUS	DELTA	BEARING	DISTANCE
1	878.45	103.00°	S 73°32'38" E	664.48'
2	58.85	73.00°	S 24°29'51" E	85.90'
3	141.28	75.00°	S 07°52'09" E	21.25'
4	141.28	75.00°	N 07°13'48" W	21.25'
5	58.85	73.00°	N 09°22'58" E	86.90'
6	878.45	103.00°	S 73°32'38" W	664.48'

**SURVEYOR'S CERTIFICATE**

I, MARUSZ L. LUKOMCZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MEADOW VIEW ESTATES", Livingston County Condominium Subdivision Plan No. 197, as shown on the accompanying drawing, represents a survey on the ground made under my direction.

That there are no existing visible encroachments upon the lands and property herein depicted.

That the required monuments and iron markers have been located in the ground as required by rules promulgated under section 142 of Act No. 59 of the Public Acts of 1978 unless otherwise placed within one year from the date of this recitation.

That the bearings of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



DATE: *July 10, 2000*  
MARUSZ L. LUKOMCZ  
P.S. No. 38183



# MEADOW VIEW ESTATES

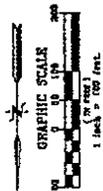
EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197

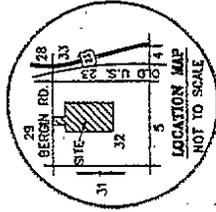
## DEVELOPER

BERNART LAND COMPANY, L.L.C.  
26700 AMERICAN DRIVE, SUITE 305  
SOUTHFIELD, MICHIGAN 48034  
(248) 353-6520



## SITE & UTILITY PLAN

PREPARED BY:  
DESNE INC.  
7011 WEST RIVER  
BRIGHTON, MICHIGAN 48114  
(810) 227-9533

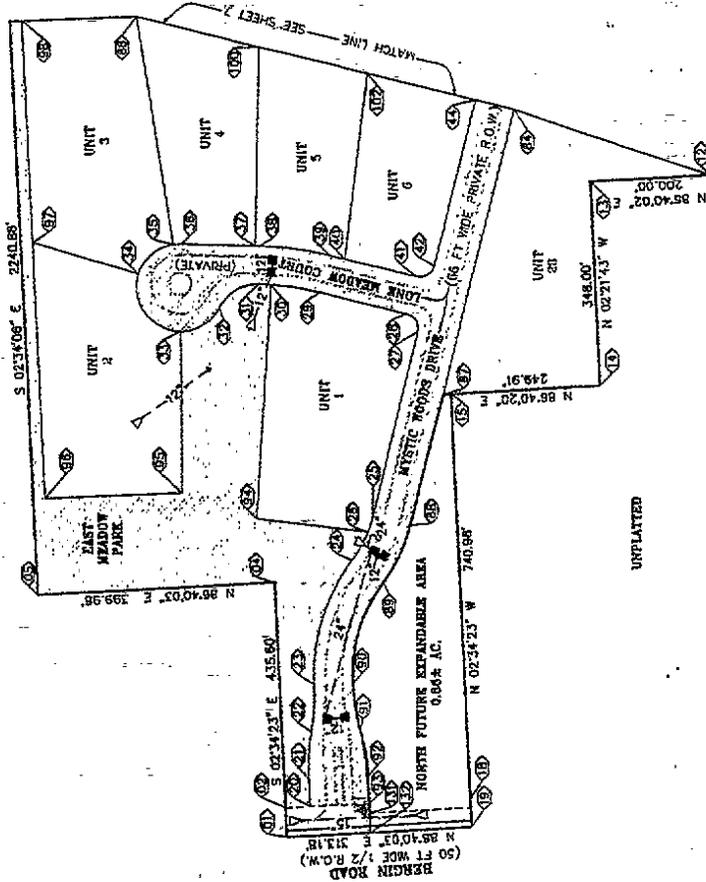


## COORDINATE POINTS

PT #	NORTHING	EASTING
1	20352.85	17513.93
2	20352.91	17558.23
3	19847.70	17723.64
4	19870.95	17723.64
5	19870.95	17723.64
6	19870.95	17723.64
7	19870.95	17723.64
8	19870.95	17723.64
9	19870.95	17723.64
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14	19870.95	17723.64
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17	19870.95	17723.64
18	20354.70	17723.64
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82	19870.95	17723.64
83	19870.95	17723.64
84	19870.95	17723.64
85	19870.95	17723.64
86	19870.95	17723.64
87	19870.95	17723.64
88	19870.95	17723.64
89	19870.95	17723.64
90	19870.95	17723.64
91	19870.95	17723.64
92	19870.95	17723.64
93	19870.95	17723.64
94	19870.95	17723.64
95	19870.95	17723.64
96	19870.95	17723.64
97	19870.95	17723.64
98	19870.95	17723.64
99	19870.95	17723.64
100	19870.95	17723.64
101	19870.95	17723.64
102	19870.95	17723.64
103	19870.95	17723.64
104	19870.95	17723.64
105	19870.95	17723.64
106	19870.95	17723.64
107	19870.95	17723.64
108	19870.95	17723.64
109	19870.95	17723.64
110	19870.95	17723.64
111	19870.95	17723.64
112	19870.95	17723.64
113	19870.95	17723.64
114	19870.95	17723.64
115	19870.95	17723.64
116	19870.95	17723.64
117	19870.95	17723.64
118	19870.95	17723.64
119	19870.95	17723.64
120	19870.95	17723.64

NOTE:  
COORDINATE POINTS 3, 16, 17,  
43, 85, 93 AND 101 WERE  
INTENTIONALLY OMITTED.

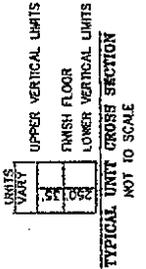
UNPLATTED



UNPLATTED

## UNIT AREA TABLE

UNIT	AREA (SQ FT)
1	87.415
2	87.415
3	87.415
4	87.415
5	87.415
6	87.415
TOTAL	524.490



ALL STORM SEWERS AND ROADS MUST BE BUILT.  
LOCATIONS OF ELECTRIC, TELEPHONE, CABLE  
T.V. AND NATURAL GAS UTILITY LINES CAN  
BE FOUND WITH APPROPRIATE UTILITY COMPANY.

## LEGEND

- FLARED END SECTION
- STORM SEWER CONTROL STRUCTURE
- CATCH BASIN
- STORM SEWER
- STORM SEWER PIPE DIAMETER
- BOUNDARY LINE
- COORDINATE POINTS

GENERAL COMMON ELEMENT  
LIMITS OF OWNERSHIP



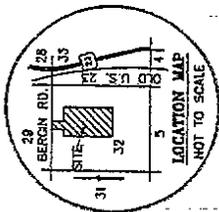
DATE  
M. Lukowicz  
MARNIEZ L. LUKOWICZ  
P.S. No. 38119

PROPOSED DATED  
SHEET 6  
OF 8



PREPARED BY:

DESIGN INC.  
7011 WEST GRAND AVENUE  
BRIGHTON, MI 48114  
(810) 227-9533



LEGEND

ALL STORM SEWERS AND ROADS MUST BE BUILT.  
LOCATIONS OF ELECTRIC, TELEPHONE, CABLE, I.V. AND NATURAL GAS UTILITY LINE ON FILE WITH APPROPRIATE UTILITY COMPANY.  
BEARINGS ARE BASED ON THE PLAT OF "SAN MARINO MEADOWS" AS RECORDED IN LIBER 29 OF PLATS, PAGES 6 THROUGH 11, LIVINGSTON COUNTY RECORDS.

- FLARED END SECTION
- CATCH BASIN
- STORM SEWER
- STORM SEWER PIPE DIAMETER
- BOUNDARY LINE
- COORDINATE POINTS

GENERAL COMMON ELEMENT  
LIMITS OF OWNERSHIP



DATE  
June 10, 2000  
PROPOSED DATED  
SHEET 7 OF 8

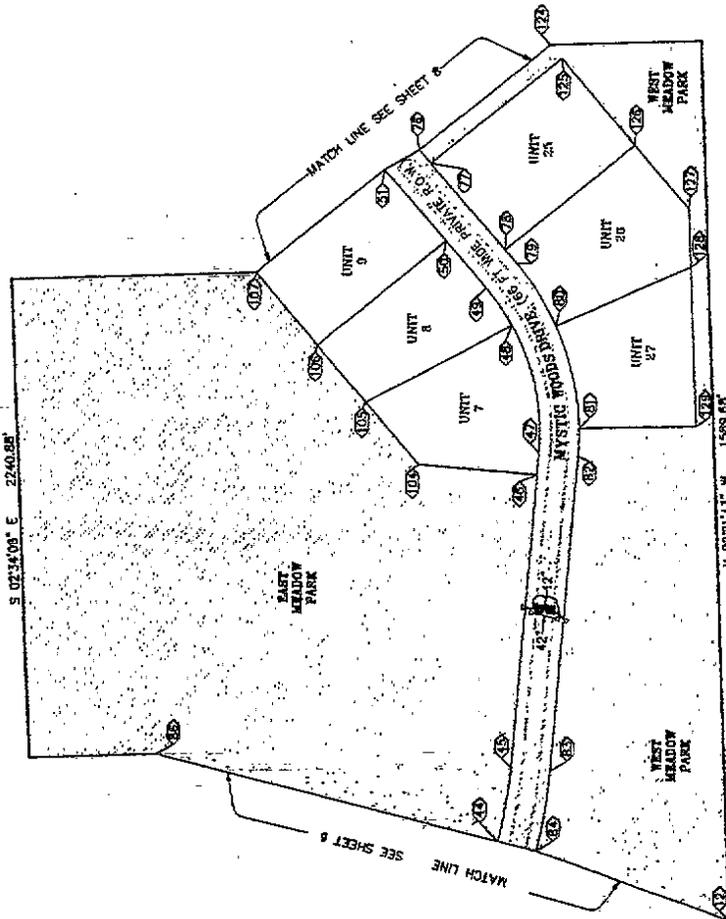


# MEADOW VIEW ESTATES

EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197



UNIT AREA TABLE

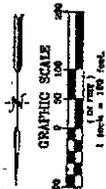
UNIT	UNIT AREA (SQ FT)
7	47,809
8	44,854
9	55,854
20	54,482
21	47,826

UNITS	UPPER VERTICAL LIMITS	FINISH FLOOR	LOWER VERTICAL LIMITS
7-9			
20-21			

TYPICAL UNIT CROSS SECTION  
(NOT TO SCALE)

DEVELOPER

BERIART LAND COMPANY, L.L.C.  
26200 AMERICAN DRIVE, SUITE 305  
SOUTHFIELD, MICHIGAN 48034  
(248) 355-8820



COORDINATE POINTS

PT #	NORTHING	EASTING
12	19250.59	13038.79
44	19133.28	13030.52
45	19133.28	13100.92
46	19133.28	13100.92
47	19133.28	13100.92
48	19133.28	13100.92
49	19133.28	13100.92
50	19133.28	13100.92
51	19133.28	13100.92
76	17935.31	13374.92
77	17935.31	13374.92
78	18099.60	13429.07
79	18099.60	13429.07
80	18099.60	13429.07
81	18412.17	13702.13
82	18400.18	13702.13
83	18002.16	13744.81
84	18139.13	13756.05
85	18099.60	13702.13
124	18477.60	13570.89
125	18372.93	13599.58
126	18477.60	13744.81
127	18477.60	13744.81
128	18477.60	13744.81
129	18477.60	13744.81
130	18477.60	13744.81
131	18477.60	13744.81
132	18477.60	13744.81
133	18477.60	13744.81
134	18477.60	13744.81
135	18477.60	13744.81
136	18477.60	13744.81
137	18477.60	13744.81
138	18477.60	13744.81
139	18477.60	13744.81
140	18477.60	13744.81
141	18477.60	13744.81
142	18477.60	13744.81
143	18477.60	13744.81
144	18477.60	13744.81
145	18477.60	13744.81
146	18477.60	13744.81
147	18477.60	13744.81
148	18477.60	13744.81
149	18477.60	13744.81
150	18477.60	13744.81
151	18477.60	13744.81
152	18477.60	13744.81
153	18477.60	13744.81
154	18477.60	13744.81
155	18477.60	13744.81
156	18477.60	13744.81
157	18477.60	13744.81
158	18477.60	13744.81
159	18477.60	13744.81
160	18477.60	13744.81
161	18477.60	13744.81
162	18477.60	13744.81
163	18477.60	13744.81
164	18477.60	13744.81
165	18477.60	13744.81
166	18477.60	13744.81
167	18477.60	13744.81
168	18477.60	13744.81
169	18477.60	13744.81
170	18477.60	13744.81
171	18477.60	13744.81
172	18477.60	13744.81
173	18477.60	13744.81
174	18477.60	13744.81
175	18477.60	13744.81
176	18477.60	13744.81
177	18477.60	13744.81
178	18477.60	13744.81
179	18477.60	13744.81
180	18477.60	13744.81
181	18477.60	13744.81
182	18477.60	13744.81
183	18477.60	13744.81
184	18477.60	13744.81
185	18477.60	13744.81
186	18477.60	13744.81
187	18477.60	13744.81
188	18477.60	13744.81
189	18477.60	13744.81
190	18477.60	13744.81
191	18477.60	13744.81
192	18477.60	13744.81
193	18477.60	13744.81
194	18477.60	13744.81
195	18477.60	13744.81
196	18477.60	13744.81
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198	18477.60	13744.81
199	18477.60	13744.81
200	18477.60	13744.81

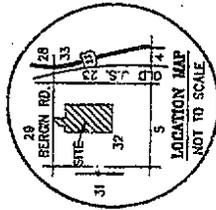
EXHIBIT "B" TO THE MASTER DEED OF

# MEADOW VIEW ESTATES

PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 32,  
TOWN 3 NORTH, RANGE 6 EAST, HARTLAND TOWNSHIP,  
LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 197

**PREPARED BY:**  
DESHE INC.  
7011 WEST GRAND RIVER  
BRIGHTON, MICHIGAN 48114  
(810) 227-5533



**LEGEND**

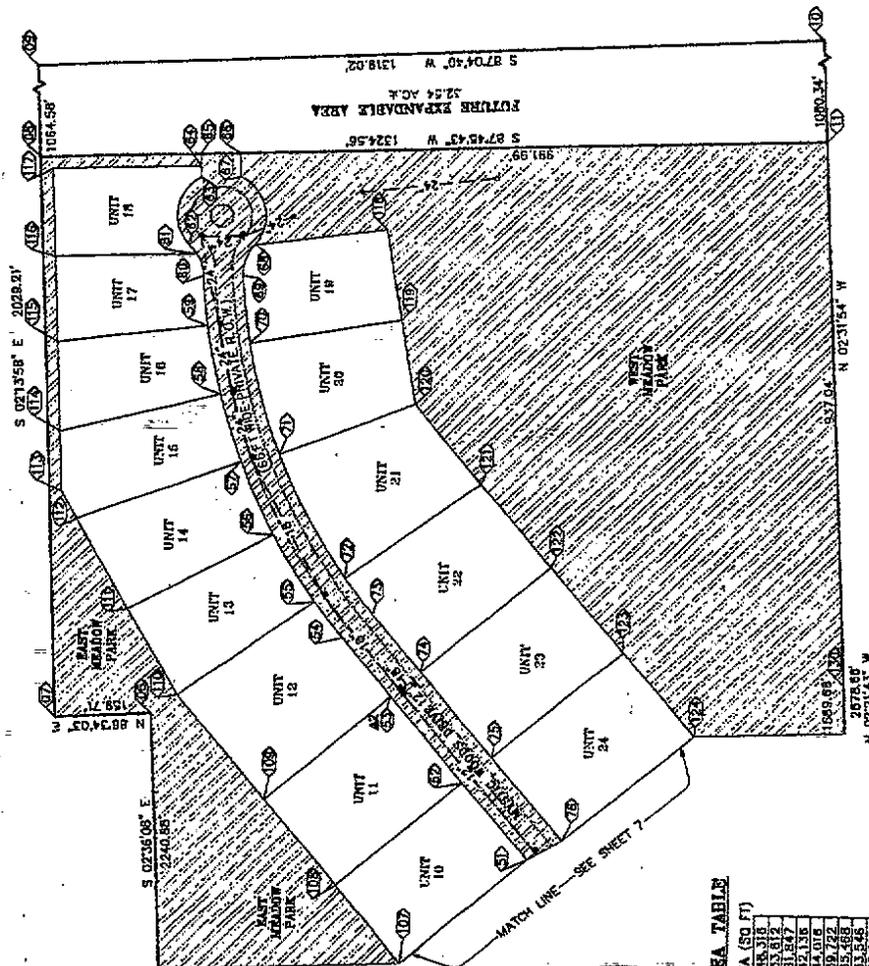
ALL STORM SEWERS AND ROADS MUST BE BUILT.  
LOCATIONS OF ELECTRIC, TELEPHONE, CABLE  
T.V. AND NATURAL GAS UTILITY LINE ON  
FILE WITH APPROPRIATE UTILITY COMPANY.  
BEARINGS ARE BASED ON THE PLAT OF  
UNIT 10 AND 11 RECORDS AS RECORDED  
IN LIBER 2810 PAGE 6 THROUGH 11,  
LIVINGSTON COUNTY RECORDS.

- FLARED END SECTION
- STORM SEWER CONTROL STRUCTURE
- GALTON BASIN
- STORM SEWER
- BOUNDARY LINE
- COORDINATE POINTS
- GENERAL COMMON ELEMENT
- UNITS OF OWNERSHIP



DATE  
Marysze L. Lukowicz  
MARYSZE L. LUKOWICZ  
P.S. No. 38118

June 30, 2000  
PROPOSED UNITED  
SHEET 8  
OF 8



TYPICAL UNIT CROSS SECTION (NOT TO SCALE)

UNITS VARY	UPPER VERTICAL UNITS	FINISH FLOOR	LOWER VERTICAL UNITS
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24

**UNIT AREA TABLE**

UNIT AREA (SQ FT)

10	45,316
11	47,812
12	51,847
13	54,016
14	56,232
15	58,468
16	60,724
17	63,000
18	65,296
19	67,612
20	69,948
21	72,304
22	74,680
23	77,076
24	79,492

**DEVELOPER**

REGHART, LAND COMPANY, L.L.C.  
28200 ANSELWOOD DRIVE, SUITE 300  
SOUTHFIELD, MICHIGAN 48034  
(248) 553-6820



**SITE & UTILITY PLAN**

**COORDINATE POINTS**

PT #	NORTHING	EASTING
1	7752.32	14213.84
2	7757.66	14207.57
3	7763.00	14201.30
4	7768.34	14195.03
5	7773.68	14188.76
6	7779.02	14182.49
7	7784.36	14176.22
8	7789.70	14169.95
9	7795.04	14163.68
10	7800.38	14157.41
11	7805.72	14151.14
12	7811.06	14144.87
13	7816.40	14138.60
14	7821.74	14132.33
15	7827.08	14126.06
16	7832.42	14119.79
17	7837.76	14113.52
18	7843.10	14107.25
19	7848.44	14100.98
20	7853.78	14094.71
21	7859.12	14088.44
22	7864.46	14082.17
23	7869.80	14075.90
24	7875.14	14069.63
25	7880.48	14063.36
26	7885.82	14057.09
27	7891.16	14050.82
28	7896.50	14044.55
29	7901.84	14038.28
30	7907.18	14032.01
31	7912.52	14025.74
32	7917.86	14019.47
33	7923.20	14013.20
34	7928.54	14006.93
35	7933.88	14000.66
36	7939.22	13994.39
37	7944.56	13988.12
38	7949.90	13981.85
39	7955.24	13975.58
40	7960.58	13969.31
41	7965.92	13963.04
42	7971.26	13956.77
43	7976.60	13950.50
44	7981.94	13944.23
45	7987.28	13937.96
46	7992.62	13931.69
47	7997.96	13925.42
48	8003.30	13919.15
49	8008.64	13912.88
50	8013.98	13906.61
51	8019.32	13900.34
52	8024.66	13894.07
53	8030.00	13887.80
54	8035.34	13881.53
55	8040.68	13875.26
56	8046.02	13868.99
57	8051.36	13862.72
58	8056.70	13856.45
59	8062.04	13850.18
60	8067.38	13843.91
61	8072.72	13837.64
62	8078.06	13831.37
63	8083.40	13825.10
64	8088.74	13818.83
65	8094.08	13812.56
66	8099.42	13806.29
67	8104.76	13800.02
68	8110.10	13793.75
69	8115.44	13787.48
70	8120.78	13781.21
71	8126.12	13774.94
72	8131.46	13768.67
73	8136.80	13762.40
74	8142.14	13756.13
75	8147.48	13749.86
76	8152.82	13743.59
77	8158.16	13737.32
78	8163.50	13731.05
79	8168.84	13724.78
80	8174.18	13718.51
81	8179.52	13712.24
82	8184.86	13705.97
83	8190.20	13699.70
84	8195.54	13693.43
85	8200.88	13687.16
86	8206.22	13680.89
87	8211.56	13674.62
88	8216.90	13668.35
89	8222.24	13662.08
90	8227.58	13655.81
91	8232.92	13649.54
92	8238.26	13643.27
93	8243.60	13637.00
94	8248.94	13630.73
95	8254.28	13624.46
96	8259.62	13618.19
97	8264.96	13611.92
98	8270.30	13605.65
99	8275.64	13599.38
100	8280.98	13593.11