

LIBER 2396 PAGE 0558 RECORDED  
0558 RECORDED

1998 JUL 28 P 2 21

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

29/2

**MILLPOINTE OF HARTLAND**

**THIRD AMENDMENT TO MASTER DEED**

American Quality Homes, Inc., a Michigan corporation, whose address is 41050 Vincent Court, Novi, Michigan 48375, the Developer of Millpointe of Hartland, designated Livingston County Condominium Subdivision Plan No. 96, a Condominium Project established pursuant to the Master Deed thereof as recorded in Liber 2090, Pages 71-117, both inclusive, Livingston County Records, as amended by a First Amendment to Master Deed, recorded in Liber 2183, Pages 662-674, both inclusive, Livingston County Records, and as further amended by a Second Amendment to Master Deed, recorded in Liber 2225, Pages 528 and 529, Livingston County Records (hereinafter, the "Master Deed"), hereby amends the Master Deed pursuant to the authority reserved in Article VIII, Section C, of the Master Deed, effective as of the date of recording of this third Amendment to Master Deed, in the following manner:

1. Replat No. 2 of Livingston County Condominium Subdivision Plan No. 96 proposed by Thaddeus Wozniak, of Zeimet-Wozniak and Associates, Inc., Registered Engineer, consisting of Sheets 1 through 8, both inclusive, attached to this Third Amendment to Master Deed and marked Exhibit "B" (the "Condominium Subdivision Plan"), replaces and supersedes existing Livingston County Condominium Subdivision Plan No. 96. Units 1 through 205, both inclusive, are designated "Must be Built". Unit 206 continues to be designated "Need not be Built".
2. Article V, as set forth below, replaces and supersedes in its entirety existing Article V of the Master Deed, which is of no further force or effect:

**MASTER DEED**

**ARTICLE V**

**UNIT DESCRIPTION AND PERCENTAGE VALUE**

A. Each Unit in the Condominium Project is described in this paragraph with reference to Replat No. 2 of Livingston County Condominium Subdivision Plan No. 96 proposed by Thaddeus Wozniak, of Zeimet-Wozniak and Associates, Inc., Registered Engineer, and attached hereto as Exhibit B (the "Condominium Subdivision Plan"). Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

B. The percentage value assigned to each Unit shall be equal for all 205 Units. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of

LS-101-01457

percentages of value is concerned. The percentages of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of each Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100%) percent.

3. Article VI, Section 9, as set forth below, replaces and supersedes in its entirety Article VI, Section 9 of the Condominium Bylaws, being Exhibit "A" to the Master Deed:

#### CONDOMINIUM BYLAWS

##### ARTICLE VI

Section 9. Each dwelling structure shall contain an attached two-car garage, plus space for parking two cars in the driveway apron. Except for vans and pick-up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, motorcycles, motor bikes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Premises of the Condominium, unless vehicles are parked in the garages of the structures specifically designated therefor by the Association. Nothing contained herein shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. Unless the Board of Directors specifically approves in writing otherwise Co-Owners shall not park or maintain more than three (3) vehicles on the Condominium Premises and such vehicles shall only be parked in their respective garages, except that if the number of vehicles owned by a Co-Owner exceeds the number of vehicles that a Co-owner's garage can accommodate, such additional vehicles shall be parked in the Co-owner's driveway immediately adjoining his or her garage. Commercial vehicles and trucks shall not be parked in or about the Condominium Premises (except as otherwise provided) unless while making deliveries or pick-ups in the normal course of business or unless parked in the Co-owner's garage. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stores in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles on the Condominium Premises consistent with the provisions hereof.

4. Article IV, Sections A.12. and B.2., as set forth below, replace and supersede the corresponding existing provisions of Article IV, Sections A.12. and B.2. of the Master Deed, which are of no further force or effect:

MASTER DEED

Article IV

Common Elements

The Common Elements of the Project described in Exhibit B attached hereto and the responsibility for maintenance, repair and replacement thereof are as follows:

A. The General Common Elements are:

....

12. Such other elements of the Condominium, not herein designated as General Common Elements, which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Condominium, excepting therefrom all portions of the water system not enclosed within the boundaries of a Unit, which are not General Common Elements, but shall be and remain the sole and exclusive property of the private company which owns the water system serving Millpointe of Hartland, generally.

B. The Limited Common Elements are:

....

2. The water lines within each Unit from the point immediately outside the foundation of each home built on each Unit at which the same connects with the line leading directly to the water main servicing Millpointe of Hartland, generally. The ownership of all water meters, wherever located, and all portions of the water system that are outside of the point of such connection or foundation, as appropriate, are not Limited Common Elements but shall be and remain the sole and exclusive property of the private company which owns the water system serving Millpointe of Hartland, generally, and at the discretion of the private company, other property as well. The private water company is an affiliate of Developer, and the Developer reserves on behalf of itself and the water company the right to sell the water system, including the well site, well, water lines, water meters and all other equipment and attachments to another person or entity, including, but not limited to, the Association.

5. Article VII, Section G, as set forth below, replaces and supersedes Article VII, Section G of the Master Deed, which is of no further force or effect:

MASTER DEED

Article VII

Easements

G. The Developer hereby reserves for the benefit of itself, its successors and assigns, the State of Michigan, Livingston County, Hartland Township or any agency of any of these entities, and any present or future owner of adjoining property on which a well is constructed to serve Millpointe of Hartland (and, at the discretion of the owner thereof, other property as well), a perpetual



*Exhibit B to Third Amendment to Master Deed*

REPLAT NO. 2 OF  
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 96  
EXHIBIT 'B' TO THE MASTER DEED FOR  
**MILPOINTE OF HARTLAND**  
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

**LEGAL DESCRIPTION**

A PORTION OF LAND LOCATED IN PART OF THE N. E. 1/4 OF SECTION 29, T. 1 N., R. 7 E., HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 66°10'05" E. 1,317.18 FEET ALONG THE NORTH LINE OF SECTION 29 AND S. 02°11'32" E. 56.25 FEET (50.01 FEET FROM THE CENTERLINE OF M-59 HIGHWAY), FROM THE NORTH 1/4 CORNER OF SAID SECTION 29; THENCE FROM SAID POINT OF BEGINNING N. 66°28'05" E. 716.48 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF M-59 HIGHWAY (120 FEET WIDE); THENCE S. 02°11'10" E. 313.17 FEET; THENCE S. 87°44'50" W. 211.31 FEET; THENCE S. 12°43'00" W. 72.20 FEET; THENCE S. 1.18 FEET ALONG THE ARC OF A CURVE TO THE CENTER OF SAID CURVE HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 14°53'30" AND A CHORD LENGTH OF 51.04 FEET WHICH BEARS S. 05°15'29" W. 149.53 FEET; THENCE S. 02°11'10" E. 115.41 FEET; THENCE N. 66°10'05" E. 600.25 FEET; THENCE S. 02°11'10" E. 115.41 FEET; THENCE N. 66°10'05" E. 600.25 FEET TO THE EAST 1/4 CORNER OF SECTION 29; THENCE S. 86°30'15" W. 1,310.93 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 29; THENCE E. 02°10'43" W. 1,359.75 FEET; THENCE N. 02°11'32" W. 1,289.47 FEET TO THE POINT OF BEGINNING CONTAINING 63.49 ACRES, MORE OR LESS AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**DEVELOPER**

AMERICAN QUALITY HOMES, INC.  
A MICHIGAN CORPORATION  
41080 VINCENTI COURT  
NOVI, MI 48375

**SURVEYOR & PREPARER**

ZEIMET/WOZNIAK & ASSOC., INC.  
26480 FRANKLIN RD.  
SOUTHFIELD, MI 48034

**INDEX OF DRAWINGS**

DWG. NO.	DWG. TITLE
* 1	COVER SHEET
* 2	SURVEY & COMPOSITE PLAN
* 3	SITE PLAN
* 4	SITE PLAN
* 5	SITE PLAN
* 6	UTILITY PLAN
* 7	UTILITY PLAN
* 8	UTILITY PLAN

NOTE: THE ASTERISK (\*) AS SHOWN IN THE DRAWING INDEX INDICATES NEW DRAWINGS AND/OR CHANGES WHICH THE SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

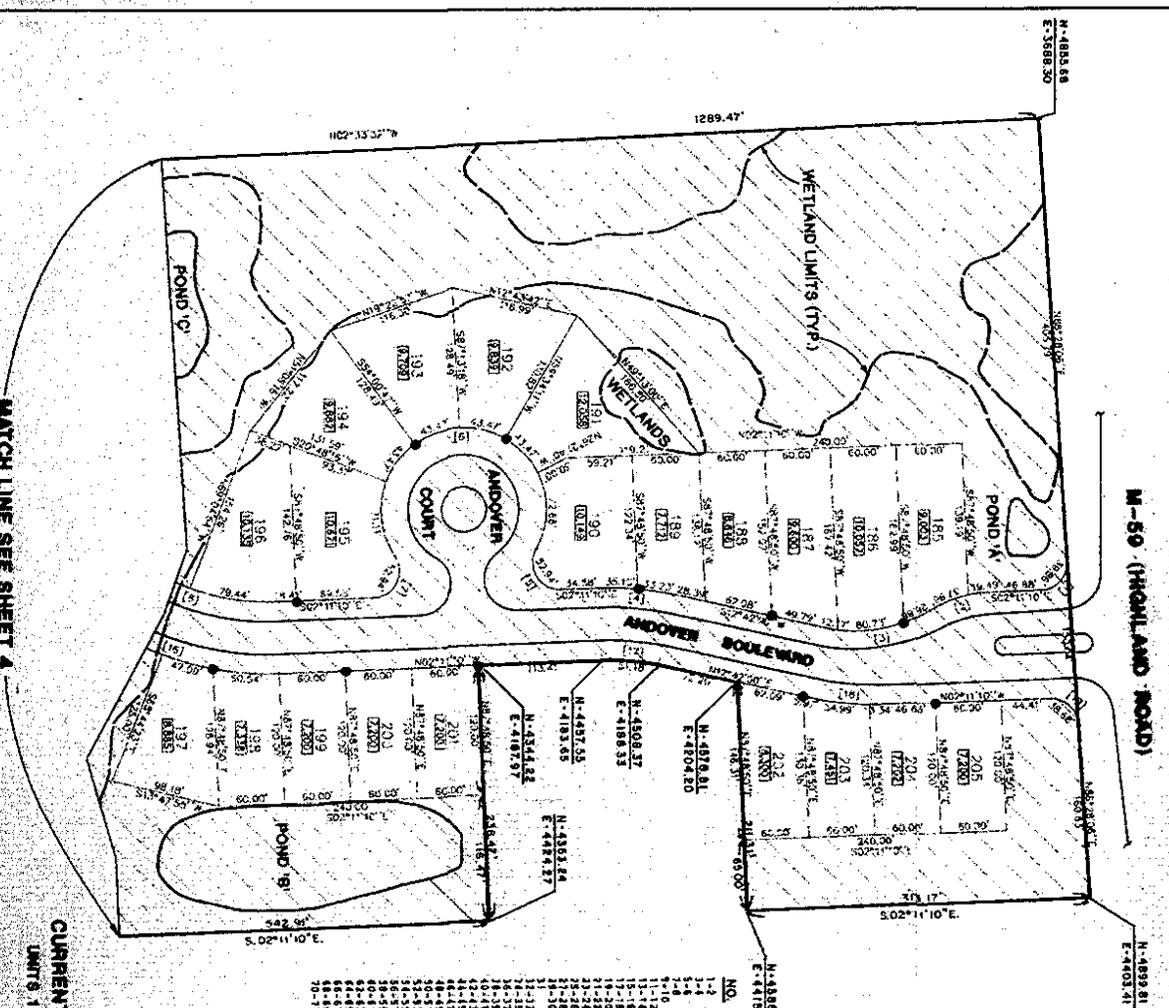


5-7-98

PROPOSED

RECORDS	NOV 17
MILPOINTE OF HARTLAND	
COVER SHEET	
INDEXED	
FILED	
1	





**PROPOSED FUTURE DEVELOPMENT**  
 UNIT NO. 506 - NEED NOT BE BUILT

**CURRENT DEVELOPMENT AREA**  
 UNITS 1 THRU 505 (MAY BE BUILT)



**NOTES**

1. COMPONENT NORTH EQUALS TRUE NORTH.
2. UNIT BOUNDARIES ARE DESIGNATED AS LIMITS OF OWNERSHIP.
3. REFER TO UTILITY PLANS (SHEETS 6-8) FOR LOCATION OF PROPOSED UTILITY ELEMENTS.
4. ALL UNIT BEARINGS ARE AS SHOWN ON PLAN.

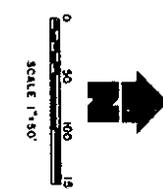
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1-2	221.74	131.18	74-72	4171.50	142-143	1102.41	4814.65	4814.65	142-143
3-4	221.74	131.18	74-72	4171.50	144-145	1102.41	4814.65	4814.65	144-145
5-6	221.74	131.18	74-72	4171.50	146-147	1102.41	4814.65	4814.65	146-147
7-8	221.74	131.18	74-72	4171.50	148-149	1102.41	4814.65	4814.65	148-149
9-10	221.74	131.18	74-72	4171.50	150-151	1102.41	4814.65	4814.65	150-151
11-12	221.74	131.18	74-72	4171.50	152-153	1102.41	4814.65	4814.65	152-153
13-14	221.74	131.18	74-72	4171.50	154-155	1102.41	4814.65	4814.65	154-155
15-16	221.74	131.18	74-72	4171.50	156-157	1102.41	4814.65	4814.65	156-157
17-18	221.74	131.18	74-72	4171.50	158-159	1102.41	4814.65	4814.65	158-159
19-20	221.74	131.18	74-72	4171.50	160-161	1102.41	4814.65	4814.65	160-161
21-22	221.74	131.18	74-72	4171.50	162-163	1102.41	4814.65	4814.65	162-163
23-24	221.74	131.18	74-72	4171.50	164-165	1102.41	4814.65	4814.65	164-165
25-26	221.74	131.18	74-72	4171.50	166-167	1102.41	4814.65	4814.65	166-167
27-28	221.74	131.18	74-72	4171.50	168-169	1102.41	4814.65	4814.65	168-169
29-30	221.74	131.18	74-72	4171.50	170-171	1102.41	4814.65	4814.65	170-171
31-32	221.74	131.18	74-72	4171.50	172-173	1102.41	4814.65	4814.65	172-173
33-34	221.74	131.18	74-72	4171.50	174-175	1102.41	4814.65	4814.65	174-175
35-36	221.74	131.18	74-72	4171.50	176-177	1102.41	4814.65	4814.65	176-177
37-38	221.74	131.18	74-72	4171.50	178-179	1102.41	4814.65	4814.65	178-179
39-40	221.74	131.18	74-72	4171.50	180-181	1102.41	4814.65	4814.65	180-181
41-42	221.74	131.18	74-72	4171.50	182-183	1102.41	4814.65	4814.65	182-183
43-44	221.74	131.18	74-72	4171.50	184-185	1102.41	4814.65	4814.65	184-185
45-46	221.74	131.18	74-72	4171.50	186-187	1102.41	4814.65	4814.65	186-187
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49-50	221.74	131.18	74-72	4171.50	190-191	1102.41	4814.65	4814.65	190-191
51-52	221.74	131.18	74-72	4171.50	192-193	1102.41	4814.65	4814.65	192-193
53-54	221.74	131.18	74-72	4171.50	194-195	1102.41	4814.65	4814.65	194-195
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57-58	221.74	131.18	74-72	4171.50	198-199	1102.41	4814.65	4814.65	198-199
59-60	221.74	131.18	74-72	4171.50	200-201	1102.41	4814.65	4814.65	200-201
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**5-7-98**

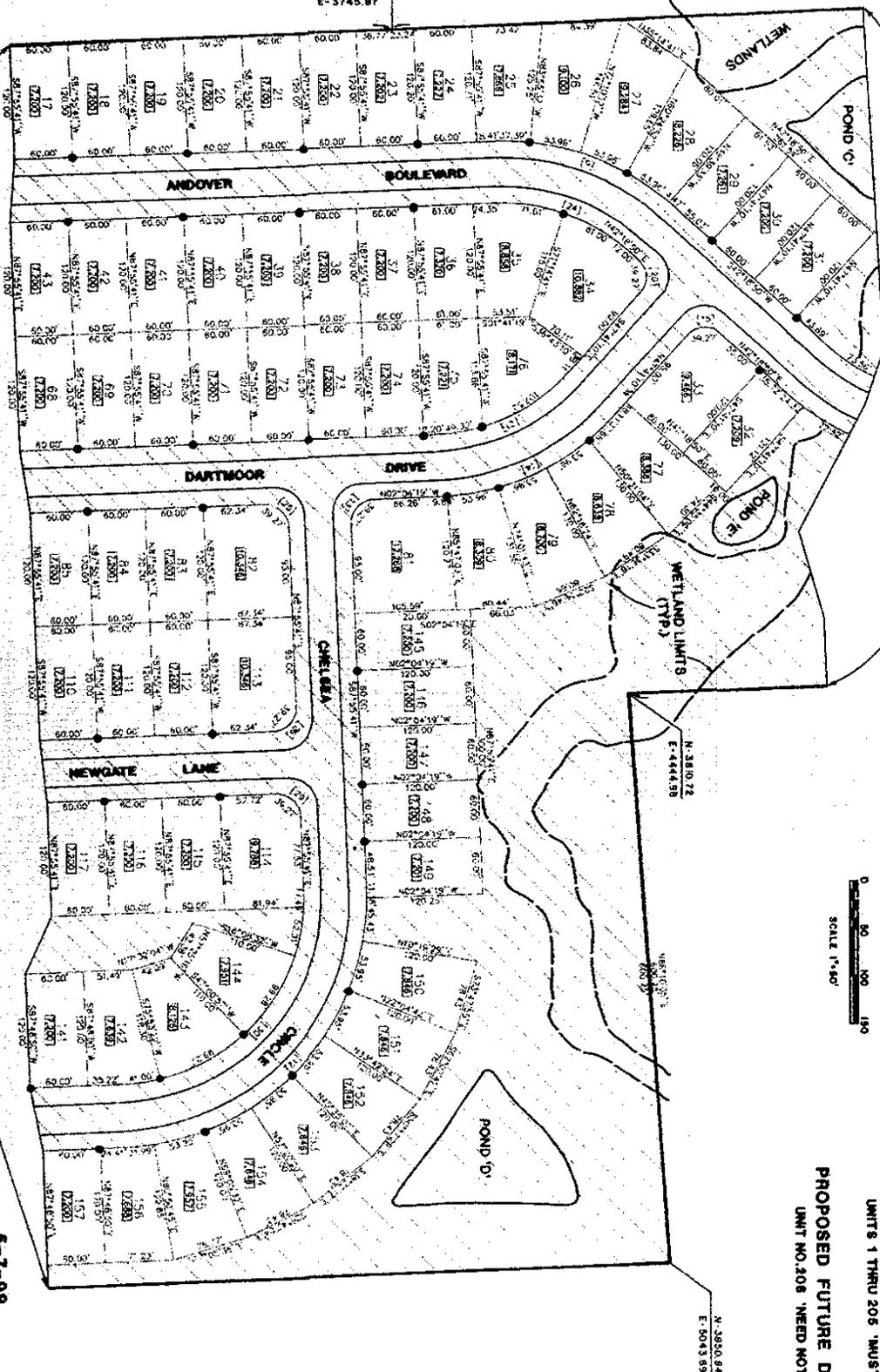
**PROPOSED MILL/POINT OF HAYTLAND SITE PLAN**

ON 2000 TOWN OF HAYTLAND

3



N-3567.50  
E-3745.87



MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 6

NOTE: REFER TO SHEET 3 FOR GENERAL NOTES, LEGEND AND ALL UNIT COORDINATES.

**CURRENT DEVELOPMENT AREA**  
UNITS 1 THRU 206 'MUST BE BUILT'  
**PROPOSED FUTURE DEVELOPMENT**  
UNIT NO. 208 'NEED NOT BE BUILT'

5-7-98

PROPOSED

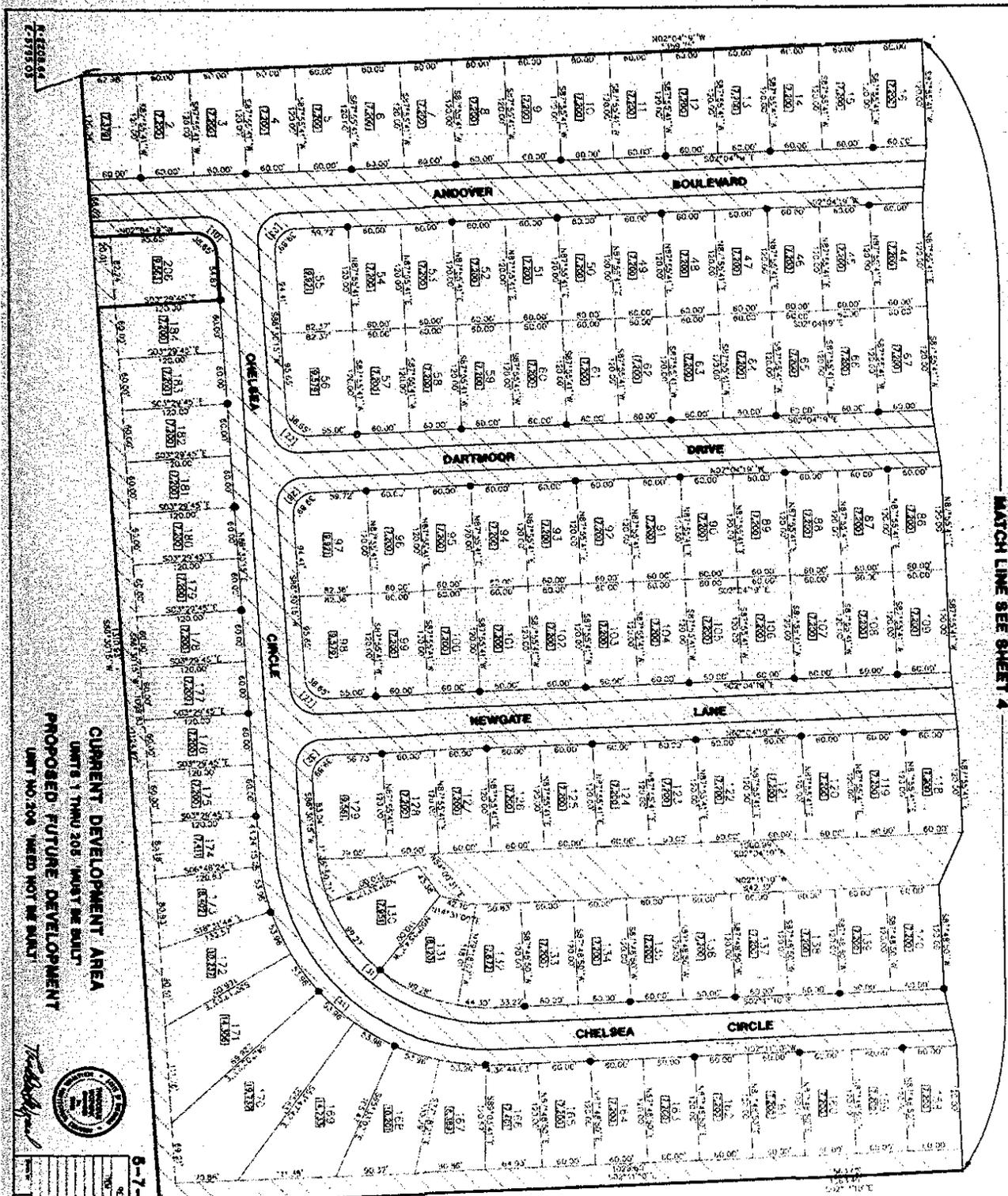
WILLOWITE OF HARTLAND

SITE PLAN

NO.	DATE	REVISIONS

**THORNTON ENGINEERING & ARCHITECTURE**  
 ONE INDEPENDENT SQUARE  
 SUITE 200  
 WILLOWITE, WISCONSIN 53190





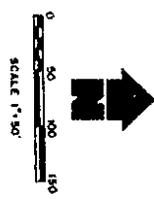
MATCH LINE SEE SHEET 4

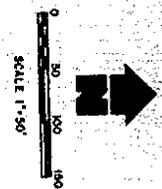
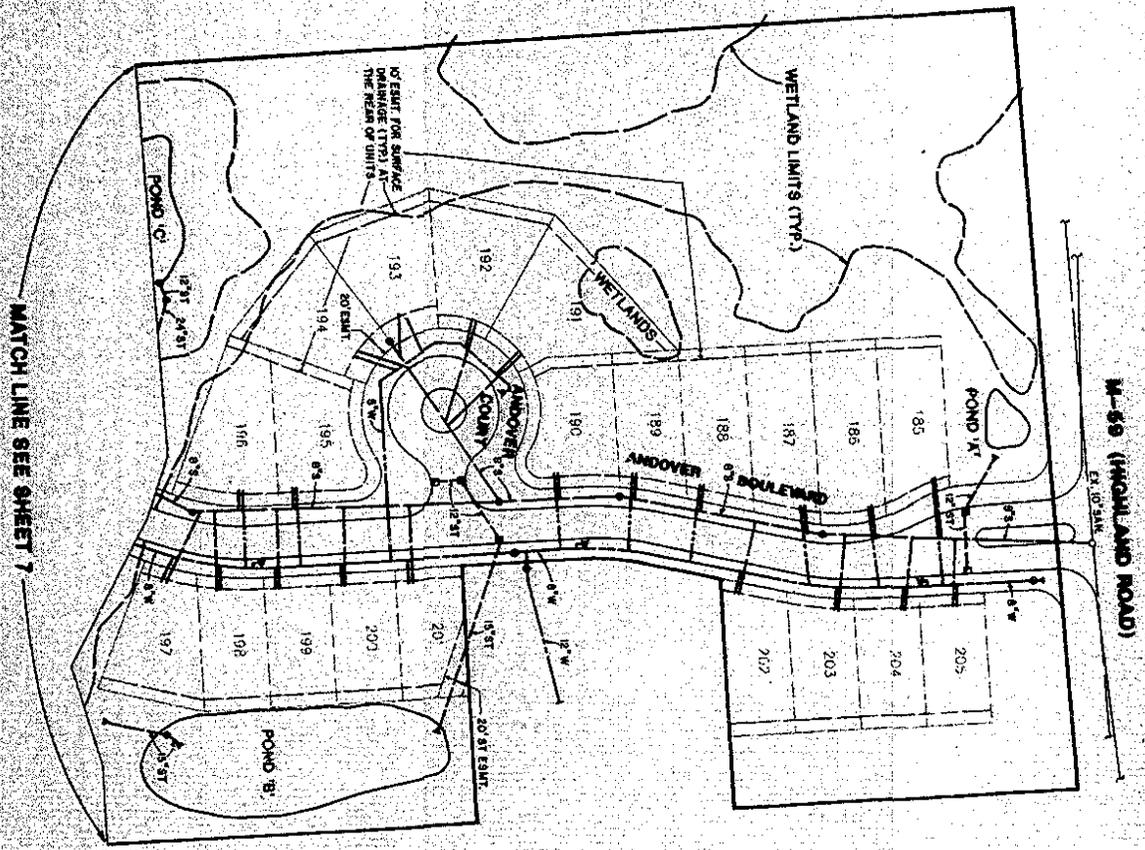
**CURRENT DEVELOPMENT AREA**  
 UNITS 1 THRU 208 MUST BE BUILT  
**PROPOSED FUTURE DEVELOPMENT**  
 UNIT NO. 209 NEED NOT BE BUILT



6-7-98		N-2228-57 E-310338
DATE	SCALE	
NO. SHEETS	DATE	PROPOSED WILLOWVILLE OF HANTLAND
NO. SHEETS	DATE	
HANTLAND SITE PLAN		5
ON A PART OF THE... NO. 1000...		

NOTE: REFER TO SHEET 3 FOR GENERAL NOTES, LEGEND AND ALL UNIT COORDINATES.





- LEGEND**
- LIMITS OF CURRENT DEVELOPMENT AREA
  - WATER MAIN
  - WASTEWATER SEWER
  - STORM SEWER
  - MANHOLE
  - 1" 12" 18" 24" 30" 36" 42" 48" 54" 60" 66" 72" 78" 84" 90" 96" 102" 108" 114" 120"
  - 2" 3" 4" 6" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 3" 4" 6" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 4" 6" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 5" 6" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 6" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 7" 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 8" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 9" 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"
  - 10" 12" 15" 18" 20" 24" 28" 32" 36" 40" 45" 50" 55" 60" 65" 70" 75" 80" 85" 90" 95" 100" 105" 110" 115" 120"

**NOTES**

1. SANITARY SEWER SERVICE IS 8" WATER SERVICE SIZE WILL BE SHOWN ON AS-BUILT DRAWINGS.
  2. THIS SITE DOES NOT BE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
  3. EASEMENTS SHOWN ALONG BOTH SIDES OF ROAD FRONT-OF-YARDS IS A 12' WIDE EASEMENT FOR PUBLIC UTILITIES TYPICAL UNLESS OTHERWISE INDICATED.
  4. ALL OPEN SPACES OR PARK AREAS ARE SUBJECT TO A PRIVATE EASEMENT FOR PUBLIC UTILITIES, STORM WATER DETENTION, SURFACE DRAINAGE AND THE PRESERVATION OF EXISTING WETLANDS.
  5. ALL GAS, ELECTRIC, TELEPHONE AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.
  6. ALL EASEMENTS SHOWN OVER STORM SEWERS ARE 30' UNLESS OTHERWISE INDICATED.
  7. EASEMENTS SHOWN AT THE REAR OF SOME UNITS IS A 10' WIDE EASEMENT FOR SURFACE DRAINAGE TYPICAL UNLESS OTHERWISE INDICATED.
  8. CURRENT DEVELOPMENT AREAS UNITS 1, 198U, 200U MUST BE BUILT.
  9. PROPOSED FUTURE DEVELOPMENT UNIT NO. 200U NEED NOT BE BUILT.
- CURRENT DEVELOPMENT AREA**  
UNITS 1 THRU 200 MUST BE BUILT
- PROPOSED FUTURE DEVELOPMENT**  
UNIT NO. 200U NEED NOT BE BUILT

UTILITY	SOURCE
WATER MAIN	ZENITH / WOODMAN DESIGN GROUP
SANITARY SEWER	ZENITH / WOODMAN DESIGN GROUP
STORM SEWER	ZENITH / WOODMAN DESIGN GROUP
GAS	TO BE SHOWN ON AS-BUILT DRAWING
TELEPHONE	TO BE SHOWN ON AS-BUILT DRAWING
ELECTRIC	TO BE SHOWN ON AS-BUILT DRAWING
CABLE TV	TO BE SHOWN ON AS-BUILT DRAWING

5-7-08

REVISIONS

NO.	DATE	DESCRIPTION

**PROPOSED**

**MILLPORTE OF HANTLAND**

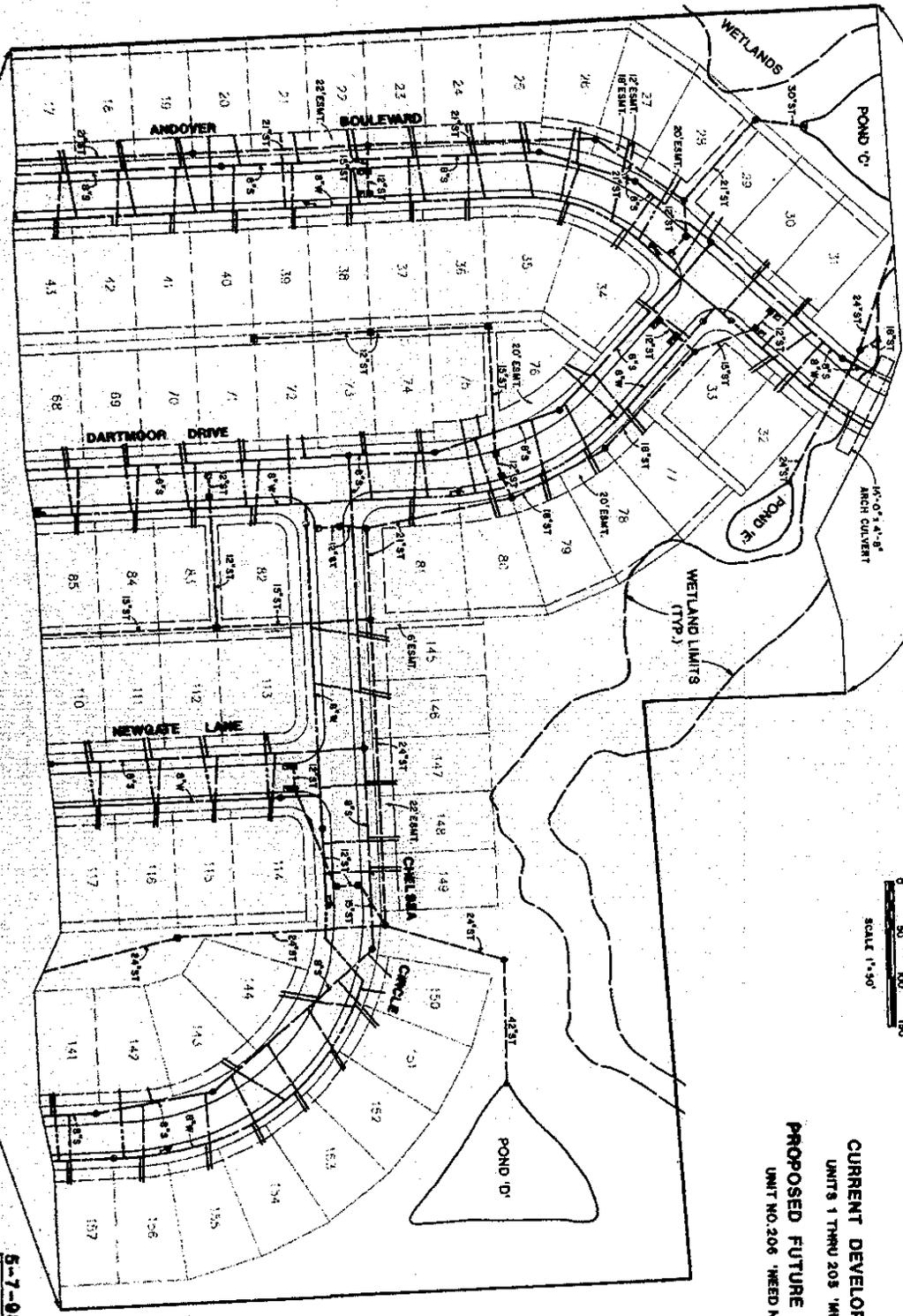
**UTILITY PLAN**

ON 10000 S.W. 1/4, SECTION 10, T10N, R10E, S10W

DATE: 5-7-08

SCALE: 1"=50'

PROJECT NO. 08-001



NOTE: REFER TO SHEET 6 FOR GENERAL NOTES AND LEGEND.

**CURRENT DEVELOPMENT AREA**  
 UNITS 1 THRU 208 'MUST BE BUILT'  
**PROPOSED FUTURE DEVELOPMENT**  
 UNIT NO. 209 'NEED NOT BE BUILT'

MATCH LINE SEE SHEET 8

MATCH LINE SEE SHEET 6



5-7-98

DATE	5-7-98
BY	[Signature]
PROJECT	WILLPOINTE OF NANTLAND
DESCRIPTION	UTILITY PLAN
SCALE	AS SHOWN
NO. OF SHEETS	7

