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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY LIVINGSTON

OLDFORD & HOWELL DEVELOPMENT, L.L.C.,
a Michigan limited liability company,

Plaintiff,

-v-

Case No. 01-18560-AS
Hon. Stanley J. Latreille

ATCL

HARTLAND TOWNSHIP, a municipal corporation,
HARTLAND TOWNSHIP ZONING BOARD OF
APPEALS, an official board of Hartland Township,
GREGORY BOGDANSKI, KATHERINE MORAVEC,
ANN ULRICH, DAVID KALENAUSKAS, and
DOUGLAS KUHN,

Defendants,

And

OLDFORD & HOWELL DEVELOPMENT, L.L.C.,
a Michigan limited liability company,

Plaintiff/Appellant,

-v-

HARTLAND TOWNSHIP ZONING BOARD OF
APPEALS, an official board of Hartland Township,

Defendant/Appellee.

JEFFERY D. MEEK & ASSOCIATES
By: Jeffery D. Meek (P30624)
Hugh G. Pallazola (P54724)
Attorneys for Plaintiff/Appellant
38705 W. Seven Mile Road
Suite 400
Livonia, MI 48152
734.953.0200

FOSTER, SWIFT, COLLINS & SMITH, P.C.
By: Thomas P. Meagher (P32959)
Attorneys for Defendants/Appellees
313 South Washington Square
Lansing, MI 48933
517.371.8100

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CLERK

2003 APR 30 A 9:00
NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

RECORDED

**CONSENT JUDGMENT REGARDING THE USE
OF REAL PROPERTY LOCATED IN, HARTLAND
TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN**

**CONSENT JUDGMENT REGARDING THE USE
OF REAL PROPERTY LOCATED IN, HARTLAND
TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN**

At a session of said Court, held in the
Livingston County Courtrooms, City of
Howell, State of Michigan, this 17 day
of March, 2003.

PRESENT: HON. STANLEY J. LATREILLE
CIRCUIT JUDGE

Plaintiff, Oldford & Howell Development, L.L.C., a Michigan Limited Liability Company (hereafter "Plaintiff" or "Developer") and Defendants, Hartland Township, a municipal corporation, Hartland Township Zoning Board of Appeals, Hartland Township Planning Commission, Gregory Bogdanski, Katherine Moravec, Ann Ulrich, David Kalenauskas, and Douglas Kuhn (hereafter "Defendants" or the "Township"), through their respective undersigned counsel, having agreed to the relief set forth in this Consent Judgment, and the Court being otherwise informed in this matter.

IT IS NOW HEREBY ORDERED as follows:

1. The terms of this Consent Judgment shall govern the use and development of that certain real property located in Hartland Township, Livingston County, Michigan (the "Property"), which is legally described in the attached Exhibit A. The Plaintiff shall submit a true copy of this Consent Judgment to the Livingston County Register of Deeds for recording purposes.
2. The terms of this Consent Judgment shall be binding upon the successors and assigns of the parties to this litigation. The terms of this Consent Judgment also bind all current and future members of the Site Condominium Association and their successors and assigns.
3. The property shall be used and developed as a residential site condominium

development in general conformity with the site plan attached as Exhibit B and in strict conformity with the remaining terms set forth in this Consent Judgment. The real property comprising the condominium development (which is exclusive of the real property described on Exhibits D and E) shall be subdivided into no more than twenty (20) individual lots, as shown on Exhibit B. The real property comprising the condominium development is described on attached Exhibit F. The only structures allowed to be developed on each lot will be single-family homes/site condominiums (one per lot), and construction of each site condominium will be subject to all zoning and applicable ordinance provisions which were in effect in Hartland Township, Michigan on August 1, 2000, and such provisions include, by way of example only, setbacks, building permits, signage, land usage and the like.

4. The development will be governed in part by a Master Deed, a copy of which is attached as Exhibit C.

5. The Developer will be entitled to place an entrance sign on the Property, that sign to conform with all applicable ordinances and regulations which were in effect on August 1, 2000.

6. The Township will cooperate in good faith regarding the Developer's need, if any, to obtain approvals from the pertinent governmental regulatory agencies (including Hartland Township) regarding development of the Property. The Township will not interfere with or impede the Plaintiff's efforts to obtain the approvals. Under no circumstances will the Township be required to incur any out of pocket expenses associated with securing the approvals from the other governmental regulatory agencies.

7. The land designated on the site plan (Exhibit B) as "Land to be sold to the Township", is not part of the condominium development. It is specifically described in Exhibit

D, and is hereafter referred to as "the Land". Developer represents and warrants that it is the owner of the Land with authority to sell the Land to the Township. The Township agrees to purchase the Land for One Hundred Forty Thousand Dollars (\$140,000.00), that amount due in full within thirty (30) days after this Consent Judgment enters.

8. Defendant agrees to purchase from Plaintiff, and Plaintiff agrees to sell to Defendant, the Land described on Exhibit D, subject to easements and building and use restrictions of record on January 30, 2003. The purchase price for the Land shall be One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), which shall be paid upon delivery of a warranty deed at closing, plus tax prorations and adjustments provided for herein.

Plaintiff shall be responsible to pay in full on or before closing, all special assessments which are or may become a lien upon the Land on or before the date of closing. Taxes shall be prorated at closing as if paid in advance on a due date basis. As evidence of title, Plaintiff shall provide Defendant with standard ALTA owners policy of title insurance from American Title Company of Livingston County or another title insurance company acceptable to Defendant in the amount of the purchase price, without standard exceptions. Said policy shall also insure the gap period between the effective date of the commitment to the date of recording of the warranty deed. A commitment to issue such policy insuring good and marketable title vested in Plaintiff, including a tax status report, shall be made available for Defendant's inspection at least ten (10) days prior to closing. Plaintiff shall execute an owner's affidavit in the form required by the title insurance company providing said commitment, sufficient to cause said title company to issue said owner's policy of title insurance without standard exceptions.

Within ten (10) days after entry of this Consent Judgment, Plaintiff shall provide to Defendant copies of all surveys, mortgage reports, topographical maps, inspection reports,

environmental inspections and audits, soil tests, soil borings, and other such matters in Plaintiff's possession or control with respect to the Land.

Plaintiff represents and warrants to Defendant, which warranties and representations shall survive closing, that as of the date of entry of this Consent Judgment there are no violations of any law, statute, ordinance or regulation relating to any use or condition of the Land being purchased; there have been no notices of any alleged violations of any environmental laws or regulations and applicable occupational or safety or health standards established by law or regulation applicable to the Land, or condition of the Land being purchased and sold. Further, to the best of Plaintiff's knowledge, neither Plaintiff nor any predecessor, user or owner of the Property being purchased, nor any other person has generated, stored, or disposed of any hazardous waste or substance on the Property being purchased and sold hereunder.

Closing shall occur as soon as practical after all necessary closing documents have been prepared, but in no event later than thirty (30) days after the date of entry of this Consent Judgment. Unless otherwise agreed by the parties, closing shall be in the Livingston County offices of the title insurance company providing the title insurance commitment referenced above.

Plaintiff shall grant to Defendant possession of the Land at closing, subject to the provisions contained in this Consent Judgment.

Each party represents and warrants to the other that said representing and warranting party has agreed to pay no real estate commissions or broker's fees in connection with the purchase and sale made pursuant to this Consent Judgment. Defendant shall indemnify and hold Plaintiff harmless against any brokerage fees or commissions agreed to by Defendant. Plaintiff agrees to indemnify and hold Defendant harmless against any brokerage fees or commissions agreed to by Plaintiff.

Plaintiff is responsible for state and county real estate transfer taxes on this sale, together with any closing fee required to be paid to the title insurance company issuing the title insurance policy for closing on this sale, and the Defendant shall pay for the recording of the Warranty Deed.

9. The Township shall not build on or sell the Land (Exhibit D) for three (3) years beginning on the date that the transaction is consummated, i.e., when the Developer is paid and the deed is delivered to the Township. During that three (3) year time period, the Developer may mow or maintain the property in its current state, but may not plant or remove existing vegetation or interfere with current uses of the property, including without limitation parking on the property by customers of the cider mill.

10. In the event the Township elects to sell the Land, Plaintiff will have a 10-year right of first refusal to purchase the Land (described on Exhibit D) on identical terms as those offered to the Township by any other potential purchaser.

11. The Township hereby approves a lot split in favor of the Developer regarding property identified on Exhibit B as "Proposed Parcel A", that property being more specifically described at Exhibit E. Subject to the terms set forth in this Consent Judgment, the Township shall allow Proposed Parcel A to be developed in accordance with and subject to the Township's STR zoning ordinance, which was in effect on August 1, 2000. In granting this lot split and Plaintiff's right to STR zoning, and except as otherwise provided in this Consent Judgment, it is agreed that any development of proposed Parcel A (as described on Exhibit E) must comply with all other applicable procedures.

12. To the extent within the Township's control, all ordinances applicable at the time the site plan was preliminarily approved on August 1, 2000 shall be applicable to the development at this time, except as superceded by this Consent Judgment.

13. All utilities may be within the 66' right-of-way shown on Exhibit B.

14. The Township will not require sidewalks as a part of the development and, consequently, sidewalks are not indicated on Exhibit B.

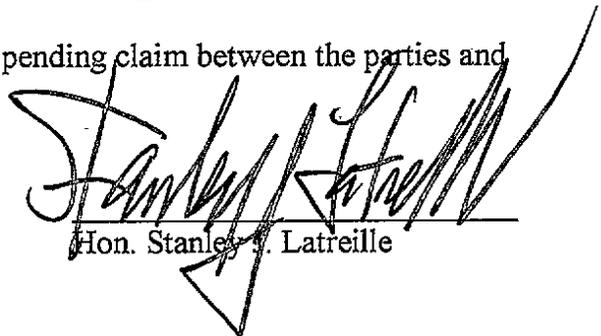
15. Plaintiff shall have no responsibility for fees that otherwise would be due regarding typical permits or other approvals needed to allow this development to go forward, including but not limited to further review fees to outside consultants, engineering firms, law firms, and the like. This paragraph in no sense releases Plaintiff from any obligation to pay fees that are past due or in arrears; nor does this paragraph or Consent Judgment relieve the Developer of any obligation to pay any future assessments or any water and/or sewer fees or assessments. Likewise, this provision shall not bar the Developer from obtaining refunds or credits for any overpayments in fees.

16. The private road indicated on Exhibit B may be used by members of the public in order to access, by the most direct route, the Land being sold to the Township. Notwithstanding the right of the public to use this private road for access to the Land to be sold to the Township (Exhibit D), all obligations for maintenance, repair, snow plowing and all related matters concerning all portions of the private road as designated on Exhibit B, shall be the developer's and/or the owners of the lots/site condominiums within the development, or their condominium association, and those obligations shall be and are specifically set forth in the Master Deed.

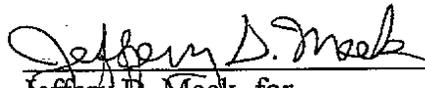
17. Upon entry by the Court, this Consent Judgment will constitute an Order dismissing any and all claims against any and all parties that were or could have been brought in the Livingston County Circuit Court titled *Oldford & Howell Development, L.L.C. v Hartland Township, et al*, being Case No. 01-18560-AS, and assigned to the Hon. Stanley Latreille. This dismissal shall be with prejudice and without costs or fees to any party. This Court, however,

shall retain jurisdiction for purposes of enforcing this Consent Judgment and/or for purposes of resolving any dispute arising under the terms of this Consent Judgment.

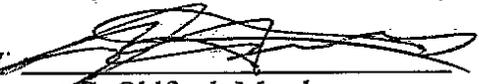
18. This Consent Judgment resolves the last pending claim between the parties and closes the case.


Hon. Stanley J. Latreille

Approved as to form and Substance:


Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

Oldford & Howell Development, L.L.C.

By: 
Stewart C. Oldford, Member

Thomas R. Meagher, for
Hartland Township, a general law township,
Hartland Township Zoning Board of Appeals,
Hartland Township Planning Commission,
Gregory Bogdanski, Katherine Moravec,
Ann Ulrich, David Kalenauskas and
Douglas Kuhn, and the "Township"

Gregory Bogdanski

Katherine Moravec

Ann Ulrich

Mr. Meagher's authority to sign on behalf of those designated is provided pursuant to Resolution of a majority of the Board of Directors of Hartland Township, a general law township, Adopted February 18, 2003.

David Kalenauskas

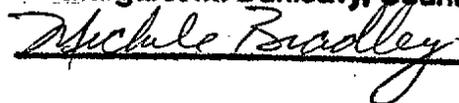
Douglas Kuhn

THIS CONSENT JUDGMENT DRAFTED BY JEFFERY MEEK, ATTORNEY FOR OLDFORD & HOWELL, DEVELOPMENT, L.L.C. AND THOMAS R. MEAGHER, ATTORNEY FOR THE TOWNSHIP, ITS BOARD OF APPEALS AND PLANNING COMMISSION, AND GREGORY BOGDANSKI, KATHERINE MORAVEC, ANN ULRICH, DAVID KALENAUSKAS AND DOUGLAS KUHN

CLERK'S CERTIFICATE
STATE OF MICHIGAN County of Livingston
t, Margaret M. Dunleavy, Clerk
of said County and Clerk of the
44th Circuit Court, do hereby certify
this copy as a correct and true
record of the original document
remaining on file in my office.

34pp

Dated and sealed: April 21, 2003.
Margaret M. Dunleavy, County Clerk


Michele Bradley, Deputy

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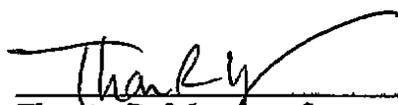
Hon. Stanley J. Latreille

Approved as to form and
Substance:

Oldford & Howell Development, L.L.C.

Jeffery D. Meek, for
Oldford & Howell Development, L.L.C.

By: _____
Stewart C. Oldford, Member



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Hartland Township Zoning Board of Appeals,
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Katherine Moravec

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Ann Ulrich

David Kalenauskas

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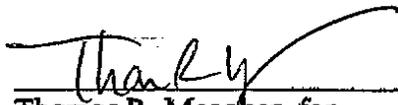
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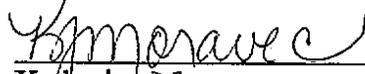
Oldford & Howell Development, L.L.C.

By: _____
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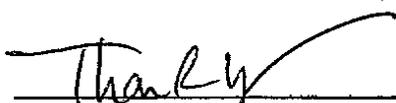
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Stewart C. Oldford, Member



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ULRICH, DAVID KALENAUSKAS AND
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EXHIBITS TO CONSENT JUDGMENT

- A. Full legal description of the Property.
- B. Site Plan showing the 20 lots.
- C. Master Deed as revised.
- D. Full legal description of Land to be sold to the Township. Note that on the Site Plan (Exhibit B), the particular Land must be shaded and clearly shown to be "Land To Be Sold To The Township".
- E. Full legal description of "Proposed Parcel A".
- F. Legal description of real property which is to constitute the condominium development.

**FULL LEGAL DESCRIPTION OF THE ENTIRE REAL
PROPERTY WHICH IS INVOLVED IN THE CONSENT JUDGMENT**

Land situated in the Township of Hartland, Livingston County, Michigan, to wit:

A part of the NW 1/4 of Section 5, T3N, R6E, described as: Beginning at a point West along the centerline of Parshallville Road 1640.0 feet; and South 6 degrees 01 minutes East 522.26 feet from the North 1/4 post of said Section 5; running thence South 6 degrees 01 minutes East 295.98 feet; thence North 84 degrees 44 minutes East 500.00 feet; thence South 0 degrees 37 minutes West 882.40 feet; thence South 53 degrees 00 minutes West 139.10 feet to the Southeasterly corner of Moreview Hills Subdivision (a recorded plat); thence North 37 degrees 27 minutes West, 628 feet; thence South 56 degrees 31 minutes West 357.65 feet; thence North 36 degrees 13 minutes West 516.00 feet; thence North 5 degrees 11 minutes West 292.50 feet; thence North 14 degrees 14 minutes West 428.25 feet to the said centerline line of Parshallville Road; thence Northerly and Easterly along said centerline 342.75 feet to a point South 61 degrees 16 minutes West 346.0 feet; and North 9 degrees 16 minutes West 632.73 feet from the point of beginning; thence South 9 degrees 16 minutes East 632.73 feet; thence North 61 degrees 16 minutes East 346.0 feet to the point of beginning, containing 20.65 acres.

**EXHIBIT A TO CONSENT JUDGMENT
REGARDING THE USE OF REAL PROPERTY
LOCATED IN, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CASE NO. 01-18560-AS**

MASTER DEED

Revised 2/17/03B

PARSHALLVILLE POND SITE CONDOMINIUM

(Developed Pursuant to Act 59 of the
Public Acts of 1978, As Amended)

This Master Deed is made and executed on this _____ day of _____, 2003 by Oldford & Howell Development, L.L.C., 9340 Peer Road, S. Lyon, Michigan 48178, pursuant to the provisions of the Condominium Act, herein referred to as the "Act."

This Master Deed is subject to a Consent Judgment dated _____, 2003 and entered in the Livingston County Circuit Court Case No. 01-18560-AS. A copy of that Consent Judgment is attached as Exhibit "C".

The Developer desires by recording this Master Deed together with the Condominium By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan prepared by Advantage Civil Engineering attached hereto as Exhibit "B" (both of which are hereby incorporated herein by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as condominium project under the provisions of the Act.

The Developer does, upon the recording hereof, establish Parshallville Pond Site Condominium as a condominium project under the Act and does declare that Parshallville Pond Site Condominium (hereinafter referred to as the "condominium," "project" or the "condominium project"), shall after such establishment, be held, conveyed, encumbered, hypothecated, leased, rented and utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A", "B" and "C" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors,

administrators and assigns. In furtherance of the establishment of said condominium project, it is provided as follows:

ARTICLE I TITLE AND NATURE

The condominium project shall be known as Parshallville Pond Site Condominium, Livingston County Condominium Subdivision Plan No. _____. The Condominium Subdivision Plan for the project has been approved by the Township of Hartland, Livingston County, Michigan. The condominium project is established in accordance with the Act. The units contained in the condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The project contains individual units for residential purposes only and each unit is capable of individual utilization because it has its own entrance from and exit to a common element of the condominium project. Each co-owner in the condominium project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium project which are designated by the Master Deed.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the condominium project established by this Master Deed is particularly described as follows:

PART OF THE NW FRACTIONAL $\frac{1}{4}$ OF SECTION 5, T3N R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 5, THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S $89^{\circ}18'52''$ W 205.42 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SECTION 32, T4N R6E; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, S $89^{\circ}21'51''$ W, 1407.88 FEET; THENCE S $05^{\circ}47'01''$ E, 531.59 FEET (RECORDED AS S $06^{\circ}01'00''$ E, 522.26 FEET) TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING S $05^{\circ}47'01''$ E 296.36 FEET (RECORDED AS S $06^{\circ}01'00''$ E, 295.98 FEET) THENCE N $83^{\circ}34'04''$ E 500.13 FEET (RECORDED AS N $84^{\circ}44'00''$ E 500.00 FEET); THENCE S $01^{\circ}09'21''$ E 724.64 FEET; THENCE S $52^{\circ}37'20''$ W 230.10 FEET; THENCE ALONG THE EASTERLY LINE OF "MOREVIEW HILLS", A SUBDIVISION OF PART OF THE NW FRACTIONAL $\frac{1}{4}$ OF SAID SECTION 5, T3N R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN AS RECORDED IN LIBER 8 OF PLATS, PAGE 18, LIVINGSTON COUNTY

RECORDS, N37°27'00"W, 503.40 FEET, THENCE ALONG THE NORTHERLY LINE OF SAID "MOREVIEW ESTATES", S56°34'42"W, 356.65 FEET; THENCE ALONG THE EASTERLY LINE OF SAID "MOREVIEW HILLS", N36°11'26"W, 515.13 FEET (RECORDED AS N36°13'00"W, 516.00 FEET); THENCE N 05°13'15"W, 292.91 FEET (RECORDED AS N05°11'00" W, 292.50 FEET); THENCE N 14°45'08" W (RECORDED AS N 14°14'00"W), 428.25 FEET; THENCE ALONG THE CENTERLINE OF PARSHALLVILLE ROAD (66 FOOT WIDE), N 50°07'06" E 91.01 FEET; THENCE S 39°52'54"E 65.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 51.06 FEET, RADIUS OF 197.00 FEET, DELTA ANGLE OF 14°50'57", AND A LONG CHORD BEARING AND DISTANCE OF S 47°18'23" E 50.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 305.94 FEET, RADIUS OF 263.00 FEET, DELTA ANGLE OF 66°39'01", AND A LONG CHORD BEARING AND DISTANCE OF S 21°24'21" E 288.98 FEET; THENCE N 77°57'09"E 111.94 FEET; THENCE S12°02'51"E (RECORDED AS S09°16'00" E) 133.09 FEET THENCE N 58°27'06"E 344.24 FEET (RECORDED AS N 61°16'00" E 346.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 18.15 ACRES, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING PARSHALLVILLE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY

Taken: 1/15/03
 By: Advantage Civil Engineering 99-047

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations, of the Parshallville Pond Site Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, an interest in Parshallville Pond Site Condominium, as a condominium or condominium association. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Association" shall mean the non-profit corporation organized under Michigan Law of which all co-owners shall be members and which corporation shall administer, operate, manage and maintain the condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the condominium documents or the laws of the State of Michigan.

- C. "General Common Elements" also referred to a "Common Elements" where used without modification shall mean the general elements described in Article IV hereof.
- D. "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 5(3) of the Act to be recorded as part of the Master Deed.
- E. "Condominium documents" where used, means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.
- F. "Condominium premises" means and includes the land, all improvements thereon, and all easements, rights and appurtenances included in Parshallville Pond Site Condominium, as described above.
- G. "Condominium project," "condominium" or "project" means Parshallville Pond Site Condominium as a condominium project established in conformity with the provisions of the Act.
- H. "Condominium Subdivision Plat" means Exhibit "B" hereto.
- I. "Co-owners" means a person, firm, corporation, partnership, association, trust, land contract vendee, if the land contract so provides, other legal entity or any combination thereof who or which own one or more units in the condominium project. The terms "owner," whenever used, shall be synonymous with the term "co-owner."
- J. "Developer" shall mean Oldford and Howell Development, L.L.C., which has made and executed this Master Deed, and its successors and assigns.
- K. "Neo Traditional" A conventional built single family home with peaked roof and traditional pre-1950 design. Such homes may use modern construction materials and techniques.
- L. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale or for as long as the Developer continues to construct or proposes to construct additional units.
- M. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to the election in which the votes which may be

cast by eligible co-owners unaffiliated with the Developer, exceed the votes which may be cast by the Developer.

- N. "Unit" or "Condo" each means the real property constituting a single complete residential site unit in Parshallville Pond Site Condominium as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "condominium unit" as defined in the Act.

Whenever any reference herein is made to "it" or to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the responsibility for maintenance, decoration, repair and replacement are as follows:

A. The general common elements are:

- (1) The land described in Article II hereof, excluding the specific units owned by the co-owners.
- (2) Cider Mill Drive, a private road, for ingress and egress to each Unit numbered 1 through 20, both inclusive and two private driveways. Access to Units 1, 14, 15, 16, 17 and 4, 5, 6, 7 and 20 shall be from one of the two private driveways adjacent to the unit.
- (3) Such other elements of the project not herein designated as general 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 project.
- (4) Shared driveways providing access to multiple units.

B. The respective responsibilities for the maintenance, repair and replacement of the units and the common elements are as follows:

- (1) Unless otherwise stated in the condominium documents, the cost of maintenance, repair and replacement of all general common elements shall be borne by the Association.

- (2) Within a specific unit, costs of maintenance, repair and replacement of any dwelling or any part thereof, any structure therein and any landscaping therein, as well as all other appurtenances within such unit shall be borne by the co-owner of such unit, including septic systems and wells.

No co-owner shall use his unit or the condominium common elements in any manner inconsistent with the purpose of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements. No outbuildings shall be erected in or on any general common element. No outbuildings shall be erected in or on any unit except pursuant to the Condominium By-Laws, Exhibit "A," attached hereto.

A co-owner shall not be exempt from assessment as provided in the Act by nonuse or waiver of the use of any of the common elements or by abandonment of his condominium unit.

The cost of maintenance and repair of the general common elements which shall not be specifically assessed to a condominium unit shall be expenses of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A." These expenses include all of the maintenance, repair, snow removal and the like of said Cider Mill Drive, even though Hartland Township pursuant to a Consent Judgment in Livingston County Circuit Court Case No. 01-18560-AS, grants the public rights to utilize the most direct route along Cider Mill Drive for ingress and egress to a parcel of property sold to Hartland Township by the Developer. These matters are set forth in referenced Consent Judgment.

If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as approved and provided by the By-Laws attached hereto as Exhibit "A."

Public utilities or the company furnishing services such as electricity, cable television and telephone to the project shall have access to the common elements and condominium units as may be reasonable for the construction, reconstruction, repair or maintenance of such services.

During the Sales Period, the Developer shall review and approve each set of house plans, plot plans and landscape details for each condominium unit. The Developer insists that the units be developed in a neo-traditional, single-family conventional style. During the Sales Period the Developer shall have an exclusive right to review and approve each unit's architecture layout, plot plan and landscaping. The Developer may deny approval for any unit's development for any reason whatsoever, or for no reason, without recourse to the owner.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the project is described in this paragraph with reference to the Plan of Parshallville Pond Site Condominium attached hereto as Exhibit "B." Each unit shall include the land contained within the unit boundary as shown in Exhibit "B" hereto and delineated with heavy outlines together with all appurtenances thereto subject to easements for roadway, utilities and drainage.

B. The percentage of value assigned to each unit is equal for all units. The percentages of value were computed because all of the units are relatively the same size. The co-owners shall share equally in the common elements and their proportionate share of the proceeds and expenses of administration and the value of each co-owner vote at any meeting of the Association of co-owners shall also be equal.

ARTICLE VI
CONTRACTION OF CONDOMINIUM

A. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a condominium project consisting of twenty (20) units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a condominium project consisting of fewer units than described above and to withdraw from the project all or some portion of the land.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this condominium project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than four (4).

B. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the condominium project such portion or portions of the land described in Article II that is not reasonably necessary to provide access to or otherwise serve the units included in the condominium project as so contracted.

C. Amendment of Master Deed. Such contraction in size of this condominium project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which 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 proportionately readjusted in order to preserve a total value of 100% for the entire project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of

value based upon the original method of determining percentages of value for the project.

D. **Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of common elements as may be necessary to adequately describe, serve and provide access to the units in the condominium project as so contracted. In connection with any such amendments, 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 connection of roadways that may be located on, or planned for the area which is withdrawn from the project and to provide access to any unit that is located on, or planned for the withdrawn area from the roadways located in the project. Such redefinition shall require the approval of Hartland Township.

E. **Consent of Interested Parties.** All of the co-owners and mortgagees of units and other persons interested or who become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney to amend the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, units in the condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article, subject to any required approvals from the Township of Hartland; such changes in the affected unit or units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

A. **By Developer.** Developer reserves the sole right during the sales period and without the consent of any other co-owner or any mortgagee of any unit to:

- (1) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or resubdivide any unit which it owns, consolidate under single ownership two or more units which are located adjacent to one another, and relocate any boundaries between adjoining units. Such subdivision or resubdivision of units, consolidation of units and relocation of boundaries of units shall be pursuant to the ordinances for the Township of Hartland

and shall be given effect by an appropriate amendment to this Master Deed in the manner provided by law, which amendment shall be prepared by and at the sole discretion of Developer, its successors or assigns.

- (2) **Amendments to Effectuate Modifications.** In any amendments resulting from the exercise of the rights reserved to Developer above, each portion of the unit or units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article V hereof for the unit or units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new condominium units resulting in order to preserve a total value of 100% for the entire project resulting from such amendments or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various unit. Such amendments to the Master Deed shall also contain such further definitions of general common elements as may be necessary to adequately describe the buildings and units in the condominium project as so subdivided. 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 amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of 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 purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

Co-owners of adjoining units may relocate boundaries between their units or eliminate boundaries between two or more units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the units involved, reallocating percentages of value and providing for conveyancing between or among the co-owners involved in relocation of boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Livingston County Register of Deeds.

**ARTICLE VIII
CONVERTIBLE AREAS**

A. **Designation of Convertible Areas.** The units and easements, as depicted on Exhibit "B" are hereby designated as convertible areas within which the units and common elements may be modified as provided herein, subject to any required approvals from the Township of Hartland.

B. **The Developer's Right to Modify Units and Common Elements.** The Developer reserves the right, in its sole discretion, during a period ending six (6) years after the date of recording this Master Deed to modify the size, location, design or elevation of units and/or general common elements appurtenant or geographically proximate to such units within the convertible areas above designated for such purpose, so long as such modifications do not unreasonably impair or diminish the appearance of the project or the view, privacy or other significant attribute or amenity of any unit which adjoins or is proximate to the modified unit or common element.

C. **Compatibility of Improvements.** All improvements constructed within the convertible areas described above shall be reasonably compatible with the structures on other portions of the condominium project. No improvements, other than as above indicated, may be created on the convertible areas.

D. **Amendment of Master Deed.** Modification of units and common elements within this condominium project shall be given effect by appropriate amendments to the Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of general elements as may be necessary to adequately describe and service the units and common elements being modified by such amendments. In connection with any such amendments, the 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.

E. **Consent of Interested Parties.** All of the co-owners and mortgagees of the units and other persons interested or who become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer (or the Association in case of amendments made by the Association as permitted by this Master Deed) to effectuate the foregoing. All such interested persons irrevocably appoint the Developer (or the Association in the case of amendments made by the Association as permitted by this Master Deed) and its successors as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX EASEMENTS

A. **Easements for Maintenance of Encroachments.** Easements for drainage, public utilities and landscape buffer are as shown on the condominium subdivision plan, Exhibit "B," as attached hereto. The responsibility for maintaining these easements is the co-owner on whose land the easement is located.

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements too, through and over those portions of the unit for the continuing maintenance and repair of all utilities and common elements in the condominium.

B. **Rights Retained by Developer.**

1. **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the contractible area described in Article VI or any portion or portions thereof, perpetual easement to utilize, tap, tie into, extend and enlarge all utility mains located in the condominium, including, but not limited to: gas, storm, telephone, electric and cable television. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarge any utilities located on 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 this Section shall be shared by this condominium and any developed portions of the contractible area described in Article VI which are served by such mains. The co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is one and the denominator of which is comprised of the number of units in this condominium.

2. **Granting Utility Rights to Agencies.** The Developer reserves the right at any time during the development and sales period to grant easements for utilities over, under and across the condominium to appropriate governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Records. 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 amendments to this Master Deed as may be required to effectuate the foregoing grant of easement

or transfer of title.

C. **Grant of Easement 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 sales period has not expired.

D. **Easements for Maintenance, Repair and Replacement.** The Developer, Association and all public or private utilities shall have such easements as may be necessary over the condominium premises, including all units and common elements, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they, or any of them, are required or permitted to perform under the condominium documents.

ARTICLE X AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than 80% of the co-owners and 80% of the unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. No unit dimensions may be modified without the consent of the co-owner of such unit.

B. During the sales period, and up to one year thereafter, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the plans attached hereto as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any right of any co-owner or mortgagee in the project, including, but not limited to, a modification of the types and sizes of unsold condominium units and the common elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners, and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Governmental National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

C. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and its mortgagee.

D. This Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer

so long as the Developer continues to offer any unit in the condominium project for sale.

E. The condominium project may not be terminated, vacated, revoked or abandoned without the written consent of 95% of all co-owners and 80% of all mortgagees (allocating one vote for each mortgage held).

F. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto to extend the date of the first annual meeting of members.

G. Anything herein to the contrary notwithstanding, the following sections of this Master Deed shall not be amended without the specific consent of the Township of Hartland:

**ARTICLE XI
HARTLAND TOWNSHIP APPROVAL**

In the event of a substantial 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 the 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 withdrawal of any part of the land described in Article II from the project or any modification of the size or location of any unit or any limited common element or any other contraction, conversion or modificatoin of the project or any portion of it which is not strictly in accordance with the Condominium Subdivision Plan or the site plan approved by Hartland Township, the same shall require review and approval of the same pursuant to the applicable provisions of Hartland Township's zoning, or other, ordinances in effect at that time.

WITNESSES:

DEVELOPER:

Oldford & Howell Development, L.L.C.,

By: Dan Howell
Its: Managing Partner

ACKNOWLEDGMENT CONTINUED ON FOLLOWING PAGE

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2003, the foregoing Master Deed was acknowledged before me by Dan Howell of Oldford & Howell Development, L.L.C., Developer and that he acknowledged that it was executed as his free act and deed.

Notary Public
_____ County, _____
My Commission Expires:

**Master Deed Drafted by
and when Recorded Return To:**

**Jonathan R. Crane, Esq.
Jonathan R. Crane, P.C.
1126 N. Main
Rochester, MI 48307
(248) 650-8000**

**EXHIBIT A TO MASTER DEED FOR
PASHALLVILLE POND SITE CONDOMINIUM**

**[TO BE PREPARED CONSISTENT
WITH CONSENT JUDGMENT]**

**EXHIBIT B TO MASTER DEED FOR
PASHALLVILLE POND SITE CONDOMINIUM**

**[TO BE PREPARED CONSISTENT
WITH CONSENT JUDGMENT]**

**PARCEL DESCRIBED IN CONSENT JUDGMENT
AS "LAND TO BE SOLD TO THE TOWNSHIP"**

PART OF THE NW FRACTIONAL 1/4 OF SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S 89°18'52" W, 205.42 FEET TO THE SOUTH 1/4 CORNER OF SECTION 32, T4N-R6E; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, S 89°21'51" W, 1407.88 FEET; THENCE S 05°47'01" E, 531.59 FEET (RECORDED AS S 06°01'00" E, 522.26 FEET); THENCE CONTINUING S 05°47'01" E, 296.36 FEET (RECORDED AS S 06°01'00" E, 295.98 FEET); THENCE N 83°34'04" E, 500.13 FEET (RECORDED AS N 84°44'00" E, 500.00 FEET); THENCE S 01°09'21" E, 724.64 FEET; THENCE S 52°37'20" W, 230.10 FEET; THENCE ALONG THE EASTERLY LINE OF "MOREVIEW HILLS", A SUBDIVISION OF PART OF THE NW FRACTIONAL 1/4 OF SAID SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN AS RECORDED IN LIBER 8 OF PLATS, PAGE 18, LIVINGSTON COUNTY RECORDS, N 37°27'00" W, 503.40 FEET, THENCE ALONG THE NORTHERLY LINE OF SAID "MOREVIEW ESTATES", S 56°34'42" W, 356.65 FEET; THENCE ALONG THE EASTERLY LINE OF SAID "MOREVIEW HILLS", N 36°11'26" W, 515.13 FEET (RECORDED AS N 36°13'00" W, 516.00 FEET); THENCE N 05°13'15" W, 292.91 FEET (RECORDED AS N 05°11'00" W, 292.50 FEET); THENCE N 14°45'08" W (RECORDED AS N 14°14'00" W), 428.25 FEET; THENCE ALONG THE CENTERLINE OF PARSHALLVILLE ROAD (66 FOOT WIDE), N 50°07'06" E, 91.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S 39°52'54" E, 65.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 51.06 FEET, RADIUS OF 197.00 FEET, DELTA ANGLE OF 14°50'57", AND A LONG CHORD BEARING AND DISTANCE OF S 47°18'23" E, 50.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 305.94 FEET, RADIUS OF 263.00 FEET, DELTA ANGLE OF 66°39'01", AND A LONG CHORD BEARING AND DISTANCE OF S 21°24'21" E, 288.98 FEET; THENCE N 77°57'09" E, 111.94 FEET; THENCE N 12°02'51" W (RECORDED AS N 09°16'00" W), 499.64 FEET; THENCE ALONG THE CENTERLINE OF PARSHALLVILLE ROAD (66 FOOT WIDE), S 50°07'06" W, 247.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING PARSHALLVILLE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

**EXHIBIT D TO CONSENT JUDGMENT
REGARDING THE USE OF REAL PROPERTY
LOCATED IN, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CASE NO. 01-18560-AS**

**PARCEL DESCRIBED IN CONSENT JUDGMENT
AS "PROPOSED PARCEL A"**

PART OF THE NW FRACTIONAL 1/4 OF SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S 89°18'52" W, 205.42 FEET TO THE SOUTH 1/4 CORNER OF SECTION 32, T4N-R6E; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, S 89°21'51" W, 1407.88 FEET; THENCE S 05°47'01" E, 531.59 FEET (RECORDED AS S 06°01'00" E, 522.26 FEET) THENCE CONTINUING S 05°47'01" E, 296.36 FEET (RECORDED AS S 06°01'00" E, 295.98 FEET); THENCE N 83°34'04" E, 500.13 FEET (RECORDED AS N 84°44'00" E, 500.00 FEET); THENCE S 01°09'21" E, 724.64 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE S 01°09' 21" E, 154.21 FEET; THENCE S 52°37' 15" W, 138.82 FEET; THENCE N 37° 27' 00" W, 124.41 FEET; THENCE N 52°37' 20" E, 230.10 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.53 ACRES, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

**EXHIBIT E TO CONSENT JUDGMENT
REGARDING THE USE OF REAL PROPERTY
LOCATED IN, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CASE NO. 01-18560-AS**

**LEGAL DESCRIPTION OF REAL PROPERTY
WHICH IS TO CONSTITUTE THE CONDOMINIUM DEVELOPMENT**

PART OF THE NW FRACTIONAL 1/4 OF SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 5, THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S 89°18'52" W, 205.42 FEET TO THE SOUTH 1/4 CORNER OF SECTION 32, T4N-R6E; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, S 89°21'51" W, 1407.88 FEET; THENCE S 05°47'01" E, 531.59 FEET (RECORDED AS S 06°01'00" E, 522.26 FEET) TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING S 05°47'01" E, 296.36 FEET (RECORDED AS S 06°01'00" E, 295.98 FEET); THENCE N 83°34'04" E, 500.13 FEET (RECORDED AS N 84°44'00" E, 500.00 FEET); THENCE S 01°09'21" E, 724.64 FEET; THENCE S 52°37'20" W, 230.10 FEET; THENCE ALONG THE EASTERLY LINE OF "MOREVIEW HILLS", A SUBDIVISION OF PART OF THE NW FRACTIONAL 1/4 OF SAID SECTION 5, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN AS RECORDED IN LIBER 8 OF PLATS, PAGE 18, LIVINGSTON COUNTY RECORDS, N 37°27'00" W, 503.40 FEET, THENCE ALONG THE NORTHERLY LINE OF SAID "MOREVIEW ESTATES", S 56°34'42" W, 356.65 FEET; THENCE ALONG THE EASTERLY LINE OF SAID "MOREVIEW HILLS", N 36°11'26" W, 515.13 FEET (RECORDED AS N 36°13'00" W, 516.00 FEET); THENCE N 05°13'15" W, 292.91 FEET (RECORDED AS N 05°11'00" W, 292.50 FEET); THENCE N 14°45'08" W (RECORDED AS N 14°14'00" W), 428.25 FEET; THENCE ALONG THE CENTERLINE OF PARSHALLVILLE ROAD (66 FOOT WIDE), N 50°07'06" E, 91.01 FEET; THENCE S 39°52'54" E, 65.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 51.06 FEET, RADIUS OF 197.00 FEET, DELTA ANGLE OF 14°50'57", AND A LONG CHORD BEARING AND DISTANCE OF S 47°18'23" E, 50.91 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 305.94 FEET, RADIUS OF 263.00 FEET, DELTA ANGLE OF 66°39'01", AND A LONG CHORD BEARING AND DISTANCE OF S 21°24'21" E, 288.98 FEET; THENCE N 77°57'09" E, 111.94 FEET; THENCE S 12°02'51" E (RECORDED AS S 09°16'00" E), 133.09 FEET; THENCE N 58°27'06" E, 344.24 FEET (RECORDED AS N 61°16'00" E, 346.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 18.15 ACRES, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING PARSHALLVILLE ROAD (66 FOOT WIDE) AND ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD, IF ANY.

**EXHIBIT F TO CONSENT JUDGMENT
REGARDING THE USE OF REAL PROPERTY
LOCATED IN, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CASE NO. 01-18560-AS**