

Master Deed

Category: Master Deed

Original source pages: 16

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Recreated: May 3, 2026

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RECORDED
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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY. MI.

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MASTER DEED

HOMESTEAD DENIALS NOI EXAMINED

HARTLAND ESTATES

This Master Deed is made and executed on this 8. day of FEBRUARY, 1988, by

HARTLAND ESTATES DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address

is 20793 Farmington Road, Suite S, Farmington, Michigan 48336, hereinafter referred to as "Developer," in pursuance of the provisions of the Michigan Condominium Act, as amended, hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and/or recorded herewith and together with the Condominium Plan attached hereto as Exhibit B and/or recorded herewith, both of which are 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 a residential Condominium Project or Development or under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hartland Estates as a Condominium Project (A Site Condominium Planned Unit Development) under the Act and does declare that Hartland Estates, hereinafter and/or elsewhere referred to as the "Condominium." "Project." "Development" or the "Condominium Project," shall, after such establishment, be held, conveyed, rothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to

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the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, Exhibits A (the Bylaws) and B (the Condominium Plan) hereto, and any recorded Restrictions for Hartland Estates, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer (also elsewhere referred to as the "Declarant" and/or "Grantor), its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE**TITLE AND NATURE**

The Condominium Project shall be known as Hartland Estates, Livingston County Condominium Plan No. /36. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Hartland. The architectural plans for all buildings and other improvements to be constructed within the Project must be, in addition to any other required approval, approved by the Township of Hartland and thereafter will be filed with the Township of Hartland. 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 Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element or Area 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 as are designated by the Master Deed.

ARTICLE LI**LEGAL DESCRIPTION**

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

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A parcel of land comprising 83.70 +/- acres

BEGINNING at the Southeast Corner of Section 19, T3N, R6E, Hartland Township, Livingston County, Michigan; thence S88°36'56"W 1366.97 feet along the South line of said section; thence N01°23'04"W 2189.10 feet; thence S88°36'56"W 343.92 feet;

thence N01°52'30"W 464.47 feet; thence N88°07'36"E 1366.80 feet along the East-West 1/4 line of said section as monumented and occupied; thence S01°17'36"E 271.42 feet;

thence N88°42'24"E 192.36 feet; thence S01°17'36"E 400.00 feet; thence N88°42'24"E 160.00 feet; thence S01°17'36"E 1993.27 feet along the East line of said section and the centerline of Cullen Road to the Southeast Corner of said section and the Place of Beginning. Being a part of the Southeast 1/4 of Section 19, T3N, R6E, Hartland Township, Livingston County, Michigan containing 83.70 acres of land, more or less, being subject to the rights of the public over the southerly part thereof as occupied by Highway M-59, also being subject to the rights of the public over the easterly 33.00 feet thereof as occupied by Cullen Road, also being subject to easements and restrictions of record, if any.

Subject to all easements and restrictions of record, as shown on the Condominium Plan attached hereto as Exhibit B, and subject to all public and governmental rights and/or limitations.

ARTICLE III**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 and rules and regulations of the Hartland Estates Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interests in Hartland Estates as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, as amended

Section 2. Association. "Association" means Hartland Estates Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws.

"Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by of the Act to be recorded as part of

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the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements," where used without modification, means

both the General and Limited Common Elements described in Article IV hereof. Said term is synonymous with the term "Common Areas."

Section 5. Condominium Documents. "Condominium Documents" means and includes this

Master Deed and Exhibits A and B hereto, the Articles of Incorporation and rules and regulations, if any, of the Association, and recorded Restrictions as all of the same may be amended from time to time.

Section 6 Condominium Premises.

"Condominium Premises" means and includes the land

described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hartland Estates as described above.

Section I. Condominium Project, Condominium. Development er Preject. "Condominium

Project," "Condominium," "Development" or "Project" or any combination of said terms means Hartland Estates as a Condominium Project established in conformity with the provisions of the Act.

sections. Sendeminium Plan. "Condominium Plan" means Exhibit B hereto.

Section 2. Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, 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.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project.

The term "Owner," wherever used, shall be synonymous with the term "Coowner."

Section I1. Developer "Developer" means the entities or entity or combination thereof identified above, which have or has made and executed this Master Deed, and its or their successors and assigns.

Said term, where the context would indicate, may also be referred to by use of the term Declarant or Grantor. Both successors and assigns shall always be deemed to be included within the term "Developer"

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or any other term which refers to the Developer whenever, however and wherever such term is used in the Condominium Documents.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units are sold, whichever first occurs or as otherwise provided in the Association Bylaws.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an 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.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit

in Hartland Estates, as such space may be described in Article V, Section 1 hereof and 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 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 and vice versa. This provision also applies to the Condominium Documents.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached hereto as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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Section 1. General Common Elements. The General Common Elements are:

- (a) Land. The land described in Article II hereof (other than that portion thereof described in Exhibit B hereto as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land.
- (b) Improvements. All roads and other surface improvements not located within a Limited Common Element and not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit or an appurtenant Limited Common Element shall be owned in their entirety by the Co-owner of the Unit in which they are located or the Co-owner of the Unit appurtenant to the Limited Common Element and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
- (c) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each building that now or hereafter is constructed within the perimeter of a Unit.
- (d) Telephone. The telephone system through the Project up to the point of connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (e) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each building that now or hereafter is constructed within the perimeter of a Unit.
- (1) Water. The water distribution system throughout the Project up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (g) Sanitary Sewer. The sanitary sewer system, if any, throughout the Project up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.
- (h) Storm Sewer. The storm sewer system, if any, throughout the Project, including any ponds, up to the point where the service is stubbed for connection with each building that now or hereafter is constructed within the perimeter of a Unit.

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(i) Telecommunications. Every telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each building that now or hereafter is constructed within the perimeter of a Unit.

(i) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project such as but not limited to gating, certain roadways, certain amenities, parks, green areas, recreation and sports facilities, project fencing etc.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the

exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are any land described in Article II hereof which is designated as a Limited Common Element pursuant to Article VI below.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) Units and Other Areas. The responsibility for and the costs of maintenance, decoration, repair and replacement of the buildings and their appurtenances located within each Unit and the area appurtenant to each Unit as a Limited Common Element shall be borne by the Co-Owner of such Unit; provided, however, that the exterior appearance of such Units and improvements on appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(ii) Utility Services. All costs of electricity, natural gas and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished.

Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements and the costs of maintenance, repair and replacement of all landscaping together with all snow removal for the Condominium, whether located within the

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LIBER 2 295 PASEO 795 boundaries of a Unit, appurtenant Limited Common Elements or General Common Elements, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

The Association shall not be responsible, in the first instance, for performing any maintenance, any repair or replacement with respect to buildings and their appurtenances located within the Units or within the Limited Common Elements appurtenant thereto. 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, reasonable uniform, periodic exterior maintenance functions with respect to buildings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem necessary to maintain reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

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 II 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.

Section 4. Utility Systems. Some or all of the utility lines, systems, including mains and service leads, and equipment and the telecommunications system, if and when constructed, 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 the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone,

electric and natural gas mains are installed within reasonable proximity to, or within, the Units and their Limited Common Element Areas. 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 buildings and structures located within the Units and their respective Limited Common Element Areas.

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ARTICLE Y**UNIT DESCRIPTION AND PERCENTAGE OF VALUE****Section 1. Description of Units. Each Unit in the Condominium Project is described in this**

paragraph with reference to the Condominium Plan of Hartland Estates as surveyed by Desine Engineers Inc., and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit: boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to Each Unit shall be equal. 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 not material differences among the Units insofar as the allocation of percentages of value is concerned. 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI**EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. 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 encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land contained within each Unit for the continuing maintenance and repair of all utilities in the Condominium.

Section 2.

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 land contained within each Unit for utility purposes, access purposes or

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other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 3. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and any other state or local governmental authority shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, but specifically excluding each building that now or hereafter is constructed within the perimeter of a Unit, 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 or decoration of the building and all other appurtenances and improvements constructed or otherwise located within the Unit or any Limited Common Elements appurtenant thereto, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of buildings within the confines of the Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-

owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein in or any Limited Common Elements appurtenant

thereto, the Association, and/or the Developer during the Development and Sales Period, shall have the right, and all necessary easements in furtherance thereto, but not the obligation, to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace buildings within the confines of the Unit, its appurtenances or any of its Limited Common Elements, 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

costs 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

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attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium 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 4. Utility Easement. Developer also hereby reserves for the benefit of itself, its

successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties into,

extends or enlarges any utilities located on the Condominium Premises, 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.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements

for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by 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 amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

Section 5. Telecommunications Agreements. The Association, and/or the Developer during the

Construction 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

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the foregoing, in no event shall the Association or the Developer 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 shall be the property of the Association.

ARTICLE VII

AMENDMENT

This Master Deed and the Condominium Plan (Exhibit B to Master Deed) may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited

Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of 66-2/3% of all first mortgagees of record allowing one vote for each mortgage held

Section 3. By Developer. Pursuant to the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in Section 2 of this Article.

Section 4. Change in Percentage of Value. 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 his mortgagee, nor shall the percentage of value

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LIBER2295 PAGE 800 assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed

or in the Bylaws.

Section 5. Termination. Vacation, Revocation or Abandonment. The Condominium Project may

not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 8. Developer Approval. During the Construction and Sales Period, Article VI and this

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

ARTICLE VII**ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Livingston County Register of Deeds.

ARTICLE IX**HARTLAND TOWNSHIP ORDINANCE COMPLIANCE/APPROVAL**

Neither the approval and/or acceptance of this Master Deed, including Bylaws and Condominium Plan, shall be interpreted or construed in any way as constituting a variance from or approval of any violation of any provision of any ordinance of Hartland Township and any amendment of this Master Deed, including Bylaws or Condominium Plan, relating to any matter subject to the provisions of any ordinance of Hartland Township shall require the approval of Hartland Township.

WITNESSES:

HARTLAND ESTATES DEVELOPMENT, L.L.C.

By: Butte Elisee D Jamieson Elizabeth O. Jameson Joseph Rotondo, Agent and President of J. Rotondo Construction, Inc., Member 1 January 2017

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STATE OF MICHIGAN

) ss. WAYNE

COUNTY OF OAKLAND)

1898 On this b day of FEBRUARY before me by _ 1997, the foregoing Master Deed was acknowledged - JOSEPH ROTINDO , on behalf of said limited liability company and members; and/or agent.

Notary Public WAYNE Oakland County, Michigan -TONY FARAUGIA My commission expires:

Notary Public, Wayne County, MI My Commission Expires Oct. 3, 1998

Master Deed diafted by:

George P. Butler, Ill, Esq. ABBOTT, NICHOLSON, QUILTER, ESSHAKI&: YOUNGBLOOD, P.C. 19th Floor, One Woodward Avenue Detroit, Michigan 48226-3416 (313) 963-2500

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By: Trach bluin Karen Mackey Frank Arciero, President of Falling Star Homes, Inc., Member

STATE OF MICHIGAN

) SS. ~ COUNTY OF OAKLAND) co

On this PAGE O day of , 1997, the foregoing Master Deed was acknowledged before me by __, on behalf of said limited liability company 10 on and member(s) and/or agent.

, Notary Public Oakland County, Michigan My commission expires:

Master Deed drafted by:

George P. Butler, III, Esq. ABBOTT, NICHOLSON, QUILTER, ESSHAKI & YOUNGBLOOD, P.C. 19th Floor, One Woodward Avenue Detroit, Michigan 48226-3416 (313) 963-2500

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FIRST AMERICA,

Iss.

STATE OF CALIFORNIA

COUNTY OF Orange

Karen Mackey On Feb. 9, 1998 , before me, personally appeared _ Frank Arciero _ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KAREN MACKEY RiCa Orange County some Lars mackey My Corom Expires Apr. 27,1999 → mond

(This area for official notarial seal)

Title of Document Date of Document No. of Pages_ Other signatures not acknowledged

3008 (1/94) (General) First American Title Insurance Company