

3




2020R-042328  
RECORDED ON  
11/17/2020 04:15:30 PM  
BRANDON DENBY  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 26.00  
REMON: 4.00  
PAGES: 3

**SECOND AMENDMENT TO MASTER DEED  
THE MEADOWS CONDOMINIUM**

THIS SECOND AMENDMENT TO MASTER DEED of THE MEADOWS CONDOMINIUM is made and executed this 5th day of November, 2020, by Mitch Harris Building Company, Inc., a Michigan corporation, of 211 North First Street, Suite 100, Brighton, Michigan 48116 (the "Developer").

**WITNESSETH:**

- A. Developer is the developer of The Meadows Condominium (the "Project") in accordance with the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act");
- B. Developer recorded the Master Deed for the Project (the "Master Deed") with the Livingston County Register of Deeds where it was assigned Condominium Plan No. 232; *Liber 3107 Page 994* 
- C. Pursuant to Article VI of the Master Deed, Developer reserved for the benefit of itself, its successors and assigns the perpetual right of ingress and egress over the roads in the Project to provide access to Highway D-19 for the benefit of the adjacent land defined as the South Future Expandable Area in Article VIII, Section 1(a);
- D. Developer possesses the right, pursuant to Article VI, Section 7 of the Master Deed, to amend the Master Deed to grant easements over, under and across the Project for roads and utilities in Developer's sole discretion, without the need to secure the consent of any co-owner, mortgagee, or other person so long as Developer owns a condominium Unit in the Project;
- E. As of the date hereof, Developer owns more than one Unit in the Project;
- F. Pursuant to Article IX, Section 2(c) of the Master Deed, Developer possesses the right to unilaterally amend the Master Deed for all purposes reserved by Developer therein;
- G. Developer has received special use permit and site plan approval by Marion

17 NOV '20 PM 4:17  
RCVD

Township for the development of 52 residential condominium units on the land defined as the South Future Expandable Area ("Meadows West Condominium");

H. A First Amendment To Master Deed Of The Meadows Condominium was recorded with the Livingston County Register of Deeds at 2011R-014592; and

I. Developer now desires to amend the Master Deed as stated in this Second Amendment To Master Deed to define with greater specificity the scope and conditions for the use of the easement over the roads in the Project for ingress and egress between Meadows West Condominium and Highway D-19.

NOW, THEREFORE, Developer does hereby amend the Master Deed as follows:

1. **Easements.** Article VI of the Master Deed shall be amended to add a new Section 13 as follows:

Section 13. Road maintenance and cost sharing with Meadows West Condominium. Developer and future Co-Owners of Meadows West Condominium shall have the perpetual right to the unrestricted use of Yarrow and Sedum roads only in the Project for ingress and egress between Meadows West Condominium and Highway D-19 for the development, construction and occupancy of Meadows West. As a condition for such use of the roads, upon and after the issuance of the first certificate of occupancy for a condominium unit in the Meadows West Condominium, Developer and/or the future Co-owners of Meadows West Condominium shall collectively share in the cost of all maintenance, repairs and/or replacement of the roads in the Project. The proportionate share of costs for which Developer and/or the future Co-owners of Meadows West Condominium shall be responsible is based on (1) the development of 52 condominium units in Meadows West Condominium and the existence of 147 units in the Project, (2) Yarrow and Sedum roads comprising 32% of the total linear feet of roads in the Project, and (3) the roads comprising 40% and the private driveways and sidewalks comprising 60% of the total cost of snow removal in the Project. Based on these factors, the obligation of each unit in Meadows West Condominium to share in all costs of maintenance, repairs and/or replacement of the roads in the Project shall be calculated utilizing the following formulas:

- A. Road maintenance/repair/replacement:  $(\text{Total Cost} \times .32) \div 199 = \underline{\hspace{2cm}} / \text{unit}$  in Meadows West Condominium.
- B. Snow removal:  $[(\text{Total Cost} \times .32) \times .40] \div 199 = \underline{\hspace{2cm}} / \text{unit}$  in Meadows West Condominium.

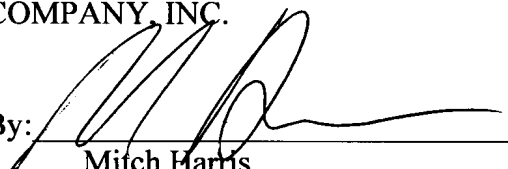
The Co-owners of the Project shall be responsible for the payment of all expenses for the road maintenance/repair/replacement and snow removal as a cost of administration by the Association, and the Association shall thereafter be entitled to reimbursement from Developer and/or future Co-owners (individually and through their duly-formed condominium owners association under the Act), as applicable, for their proportionate share of said expenses in accordance with the formulas set forth above. The Association shall submit an invoice for payment of the proportionate share of all snow removal and road maintenance costs incurred in the Project to Developer and/or future Co-owners of Meadows West Condominium on a biannual basis. The Association shall submit an invoice for payment of the proportionate share

of all road repairs or replacement costs incurred in the Project to Developer and/or future Co-owners of Meadows West Condominium upon payment of such expenses by the Association.

2. **Continuing Effect.** Except as amended and modified by this Second Amendment to Master Deed, all terms and conditions of the Master Deed shall remain in full force and effect.

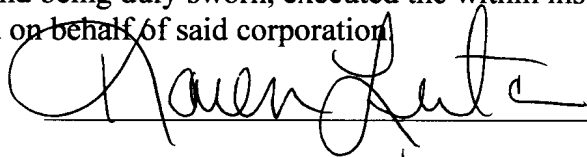
IN WITNESS WHEREOF, Developer has duly executed this Second Amendment to Master Deed as of the day and year first above written.

MITCH HARRIS BUILDING  
COMPANY, INC.

By:   
Mitch Harris  
Its: President


STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF LIVINGSTON)

On this 5th day of November, 2020, before me, a Notary Public, in and for said County, appeared Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan corporation, to be personally known and being duly sworn, executed the within instrument; that said instrument was signed and sealed on behalf of said corporation



Notary Public, Livingston County, MI  
Acting in Livingston County  
My Commission Expires: 6-5-2027

This Instrument Drafted by and  
After Recording Return to:

  
Roger L. Myers, Esq.  
Myers & Myers, PLLC  
915 N. Michigan Avenue  
Howell, MI 48843  
(517) 540-1700

Karen Leitch  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires June 5, 2027  
Acting in the County of Livingston