

RECORDED

2001 JAN 29 10:22

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

31/2

✓ HE

**FIRST AMENDMENT TO JARTNICK POND SITE CONDOMINIUM MASTER DEED
CONDOMINIUM PLAN NO. 144**

THIS AMENDMENT to the MASTER DEED of JARTNICK POND SITE
CONDOMINIUM, CONDOMINIUM PLAN NO. 144 AND THE BYLAWS OF JARTNICK
POND SITE CONDOMINIUM is executed on the 23rd day of December,
1999, by Richard K. Pybus, Jr. and Carolyn E. Pybus, his wife, of
2366 Sundance Ridge, Howell, Michigan 48843 and is made in
accordance with the Condominium Act, that is, Act 59 of the
Public Acts of 1978, as amended.

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this amendment
to the **MASTER DEED OF JARTNICK POND SITE CONDOMINIUM, CONDOMINIUM
PLAN NO. 144 AND THE BYLAWS OF JARTNICK POND SITE CONDOMINIUM**
to recognize the establishment of the Jartnick Pond Drain
Drainage District and that operation, inspection, maintenance and
improvement of the Jartnick Pond Drain will be performed under
the direction of the Jartnick Pond Drain Drainage District
pursuant to the Drain Code, and to modify the Article VI, Section
10, to provide that the maximum heights of an outside wall of an
outbuilding may not exceed nine (9) feet with the permission of
the Developer.

WHEREAS, the Master Deed and Bylaws were recorded on June
17, 1998, at Liber 2370, Pages 0763-0836 Livingston County
Records.

RETURN TO: THE HEIKKINEN LAW FIRM, P.C.
110 NORTH MICHIGAN AVENUE
HOWELL, MI 48843

WHEREAS, the Developer is vested with the power and authority to amend the Master Deed and Bylaws pursuant to Article VI Section 7 and Article VII of the Master Deed.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the **FIRST AMENDMENT of the MASTER DEED OF JARTNICK POND SITE CONDOMINIUM, CONDOMINIUM PLAN NO. 144 AND BYLAWS OF JARTNICK POND SITE CONDOMINIUM** under the Condominium Act and does declare that the **JARTNICK POND SITE CONDOMINIUM MASTER DEED CONDOMINIUM PLAN NO. 144** shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in Master Deed and Bylaws above described and in this First Amendment, 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 Condominium Premises, their grantees, their successors, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

By execution and recording of this document the said Master Deed is amended as follows:

(1) All references made in the Master Deed to the Livingston County Drain Commission shall mean the Livingston County Drain Commissioner.

(2) The following Section 11 is added to Article VI of the Master Deed.

Section 11. Establishment of Jartnick Pond Drainage District. The Jartnick Pond Drain Drainage District has been established pursuant to the "Agreement For The Establishment Of A County Drain and County Drainage District for the Jartnick Pond Site Condominium pursuant to Section 433 of Act 40 of the Public Act of 1956, as Amended", a copy of which is attached hereto and marked Exhibit "D". the "Release Of Right Of Way" executed by the Developer is attached hereto and marked Exhibit "E".

Anything to the contrary stated in the Master Deed notwithstanding, the Jartnick Pond Drain Drainage District possesses the water drainage easement rights described in Article VI Section 6 of the Master Deed. Anything to the contrary stated in the Master Deed notwithstanding, the cost of operation, inspection, maintenance and improvement of the drainage easements and associated drainage apparatus shall be borne by the Jartnick Pond Drain Drainage District and shall be assessed to the Co-owners according to the benefit under the Michigan Drain Code. The operation, inspection, maintenance and improvement of the drain will be performed under the direction of the Jartnick Pond Drainage District pursuant to the Drain Code. In addition, the

easements granted over, under, across and through the condominium premises in Article VI Section 4 are hereby granted, in addition to the persons, entities, governmental entities mentioned therein, to the Jartnick Pond Drain Drainage District.

By execution and recording of this document the following section of ARTICLE VI of the Bylaws of Jartnick Pond Site Condominium are hereby modified as follows:

Section 10. Outbuildings and Ancillary Structures. One outbuilding, not to exceed 864 square feet in area, may be constructed on a Unit providing (a) the outbuilding is constructed behind the rear of the residence to be constructed on the Unit, (b) the pitch of the roof is 6-12, (c) the maximum height of the outside wall is nine feet unless the Developer otherwise gives express approval to construct outside walls in excess of nine (9) feet in height, (d) the siding and shingles are the same color, style and quality as installed on the residence located or to be located on the Unit, (e) three windows are installed in the outbuilding, (f) the driveway to the outbuilding, if any, is extended from the existing driveway, (g) the construction plans and materials for the outbuilding are aesthetically pleasing and in harmony with the Development and approved by the Architectural Control Committee. The Architectural Control Committee may allow an outbuilding in the sideyard, not closer to the road than the front building line of the residence, where practical difficulties exist in locating an outbuilding behind the residence.

No other outbuildings, sheds, barns or other similar structures may be constructed within any Unit or the Common Elements. Decks, swing sets and play equipment, pools, gazebos or other similar structures may be constructed within Units but only with the prior approval of the Developer during the development and sales period or with the approval of the Association after the development and sales period has ended. However, the Developer or the Association may construct gazebos or other similar structures within the Common Elements. Anything to the contrary hereinabove stated notwithstanding all outbuildings, sheds, barns or other similar structures shall be constructed in accordance with the ordinances of Marion Township.

In all respects, other than as hereinabove modified, the terms of the original Master Deed and Bylaws are reaffirmed.

EXHIBIT "D"

**AGREEMENT FOR THE ESTABLISHMENT OF A COUNTY DRAIN AND
COUNTY DRAINAGE DISTRICT FOR THE JARTNICK POND SITE CONDOMINIUM
PURSUANT TO SECTION 433 OF ACT NO. 40
OF THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this day 29th of January, 2001, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, 2300 E. Grand River, Howell, Michigan 48843, hereinafter referred to as "Drain Commissioner" behalf of the proposed Jartnick Pond Drain, Drainage District; and Richard K. Pybus, Jr. and Carolyn E. Pybus, his wife, 2366 Sundance Ridge, Howell, Michigan 48843, as owners of land described in Exhibit A attached hereto, hereinafter referred to as "Landowner".

WITNESSETH:

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with the Landowner and Developer, if any, to establish a drain which was constructed by the Landowner or Developer to service an area of its own land as a County Drain; and,

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a County Drain under the jurisdiction of the Livingston County Drain Commissioner; and,

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and,

WHEREAS, Landowner further understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the Jartnick Pond Drain and that the land to be drained will be known and constituted as the Jartnick Pond Drain, Drainage District and will be subject to assessments, for costs of future operation, inspection, maintenance and improvement; and,

WHEREAS, Landowner has agreed to assume and pay all costs as set forth herein, and,

WHEREAS, Landowner has obtained, at its own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the Drain has sufficient capacity to provide adequate drainage service without detriment to or diminution of the drainage service which the outlet currently provides. A copy of said certificate being attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. Landowner agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner.
2. The Landowner agrees to pay the costs of construction of said Drain and drainage facilities, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal and administration costs. In addition, the Landowner has deposited with the Drain Commissioner an amount of money equivalent to five (5%) percent of the costs of construction of the Drain, not to exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, which monies are to be deposited in a special drain fund to be used for future maintenance of the Drain, hereinafter referred to as "Jartnick Pond Drain Maintenance Fund."
3. That the Landowner shall secure, at its own expense, all easements or rights of way necessary for the construction of the Drain over and across the properties owned by Landowner and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights of way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Landowner shall be responsible for all costs for the recording of said easements, as directed, by the Drain Commissioner.
4. Landowner shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.
5. The Jartnick Pond Drain Maintenance Fund is agreed and understood as being for the sole benefit of the Jartnick Pond Drain and use thereof may be made by the Jartnick Pond Drain, Drainage District at large, or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.

6. Landowner agrees to indemnify and hold harmless the Drain Commissioner and the Jartnick Pond Drain, Drainage District for any and all claims, damages, lawsuits, costs and expenses, arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the drain under federal, state and/or local environmental laws and regulations, including all future amendments to such laws or regulations and the administrative and judicial interpretation thereof, except for liability arising out of the gross negligence or intentional wrongful conduct of the Drain Commissioner or its agents.

7. Modification, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties.

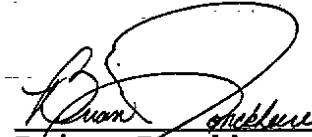
This Agreement shall become effective upon its execution by the Landowner and the Drain Commissioner and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

In the Presence of:

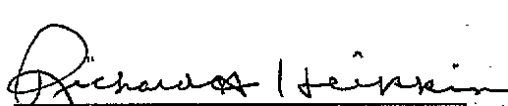
JARTNICK POND DRAIN

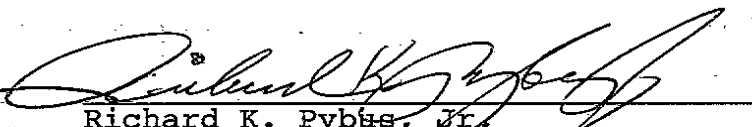

Kenneth E. Recker II

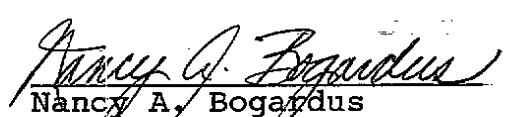
By: 
Brian Jonckheere
Livingston County Drain
Commissioner

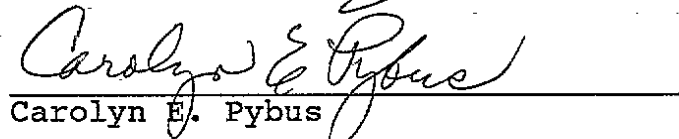

Lavonna M. Shaller

In the Presence of:


Richard A. Heikkinen


Richard K. Pybus, Jr.


Nancy A. Bogardus


Carolyn E. Pybus

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 29th day of January 2001, by Brian Jonckheere, Livingston County Drain Commissioner, to me known to be the person described in and

who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Lavonna M. Shaller

Lavonna M. Shaller
Notary Public
Livingston County, Michigan
My commission expires: 9/30/2003

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 4th day of January, 2001 by Richard K. Pybus and Carolyn E. Pybus, his wife.

Richard A. Heikkinen

Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/01

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

EXHIBIT A

Part of the South 1/2 of the Northeast 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, being described as follows; Beginning at the East 1/4 corner of said Section 27, thence South 89°29'20" West (recorded as South 89°30'00") West along the East-West 1/4 line of said Section 27, (as monumented), a distance of 2500.29 feet (recorded as 2500.86 feet) to the centerline of Triangle Lake Road; thence along the centerline of said Triangle Lake Road the following four courses: 1) North 25°31'25" West, a distance of 225.37 feet (recorded as North 25 degrees 30 minutes 45 seconds West, a distance of 225.39 feet); 2) North 15°02'46" West, a distance of 99.92 feet (recorded as North 15°02'06" West, a distance of 99.93 feet); 3) North 07°38'14" West, a distance of 56.64 feet (recorded as North 07°37'34" West); 4) North 00°29'10" East, a distance of 291.95 feet (recorded as North 00°29'50" East, a distance of 291.98 feet); thence North 89°35'15" East, a distance of 2628.46 feet (recorded as North 89°36'00" East; a distance of 2628.91 feet) to a point on the East line of said Section 27; thence along said East line of said Section 27, South 00°00'30" West, a distance of 644.57 feet to the Point of Beginning and containing 38.62 acres, more or less. Subject to the rights of the public over the existing Triangle Lake Road and any other easements or restrictions of record. (*=degrees)

Tax Parcel No. 10-27-200-003-401-47070

EXHIBIT "E"

RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the construction, operating and maintaining of a certain Drain under the supervision of the Livingston County Drain Commissioner and the County of Livingston and the State of Michigan, as hereinafter described, Richard K. Pybus, Jr. and Carolyn E. Pybus, his wife, whose address is 2366 Sundance Ridge, Howell, Michigan 48843, pursuant to the power and authority reserved to them as Developers in Article VI Section 7 of the Master Deed of Jartnick Pond Site Condominium, Condominium Plan No. 144 recorded at Liber 2370, pages 0763-0836, Livingston County Records, does hereby convey and release, as Developers of the entire property hereinafter described, to the Jartnick Pond Drain Drainage District, the Right of Way for a certain Drain, legally described in Exhibit "A" attached hereto, over, under and across the following lands situated in the Township of Marion, Livingston County and State of Michigan aforesaid, which lands are described as follows:

Part of the South 1/2 of the Northeast 1/4 of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, being described as follows; Beginning at the East 1/4 corner of said Section 27, thence South 89°29'20" West (recorded as South 89°30'00") West along the East-West 1/4 line of said Section 27, (as monumented), a distance of 2500.29 feet (recorded as 2500.86 feet) to the centerline of Triangle Lake Road; thence along the centerline of said Triangle Lake Road the following four courses: 1) North 25°31'25" West, a distance of 225.37 feet (recorded as North 25 degrees 30 minutes 45 seconds West, a distance of 225.39 feet); 2) North 15°02'46" West, a distance of 99.92 feet (recorded as North 15°02'06" West, a distance of 99.93 feet); 3) North 07°38'14" West, a distance of 56.64 feet (recorded as North 07°37'34" West); 4) North 00°29'10" East, a distance of 291.95 feet (recorded as North 00°29'50" East, a distance of 291.98 feet); thence North 89°35'15" East, a distance of 2628.46 feet (recorded as North 89°36'00" East, a distance of 2628.91 feet) to a point on the East line of said Section 27; thence along said East line of said Section 27, South 00°00'30" West, a distance of 644.57 feet to the Point of Beginning and containing 38.62 acres, more or less. Subject to the rights of the public over the

existing Triangle Lake Road and any other easements or restrictions of record. (*=degrees)

Tax Parcel No. 10-27-200-003-401-47070

The Right of Way or Easement conveyed is described in Exhibit "A" attached hereto.

This conveyance includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and shall be deemed a sufficient conveyance to vest in the Jartnick Pond Drain Drainage District an easement over and across said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

WITNESSES:

DEVELOPER:

Richard A. Heikkinen
Richard A. Heikkinen

Richard K. Pybus, Jr.
Richard K. Pybus, Jr.

Nancy A. Bogardus
Nancy A. Bogardus

Carolyn E. Pybus
Carolyn E. Pybus

STATE OF MICHIGAN |
 | ss
COUNTY OF LIVINGSTON |

The foregoing instrument was acknowledged before me this 22nd day of December, 1999, by Richard K. Pybus and Carolyn E. Pybus, his wife.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

EXHIBIT A

JARTNICK POND SITE CONDOMINIUM**Storm Drainage Easement Description** (includes Sundance Ridge Right-of-Way and part of Triangle Lake Road ½ Right-of-Way)

Part of the S ½ of the NE ¼ of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, described as: Commencing at the East ¼ corner of said Section 27, (said corner also being the Southeast corner of Jartnick Pond Site Condominium, - Livingston County Condominium Subdivision Plan No. 144, the Master Deed of which is recorded in Liber 2370, Pages 763-836); thence N00°00'30"E along the East Line of Section 27, and the East Line Jartnick Pond Site Condominium, 327.25 feet to the Point of Beginning of the Storm Drainage Easement being described; thence along the Southerly Right-of-Way line of Sundance Ridge, (66 ft. wide), N89°59'30"W, 167.36 feet; thence Northwesterly 235.20 feet along the arc of a curve right, having a radius of 263.00 feet, central angle of 51°14'19", and a long chord bearing N64°22'20"W, 227.44 ft.; thence Northwesterly 279.79 feet along the arc of a curve left, having a radius of 217.00 feet, a central angle of 78°37'39", and a long chord bearing N78°04'00"W, 274.97 feet; thence S62°37'10"W, 326.47 feet; thence leaving said S'ly. R/O/W line, S27°22'50"E, 148.31 feet; thence S62°37'10"W, 20.00 feet; thence N27°22'50"W, 148.31 feet to said S'ly. R/O/W line; thence S62°37'10"W, 176.36 feet; thence Southwesterly 239.47 feet along the arc of a curve right, having a radius of 283.00 feet, a central angle of 48°29'00", and a long chord bearing S86°51'40"W, 232.39 feet; thence leaving said S'ly. R/O/W line, S07°08'47"W, 37.80 feet; thence N82°51'13"W, 20.00 feet; thence N07°08'47"E, 43.56 feet thence Northwesterly along said S'ly. R/O/W line, 9.18 feet along the arc of a curve right, having a radius of 283.00 feet, a central angle of 01°51'28", and a long chord bearing N63°45'14"W, 9.18 feet; thence Northwesterly, 129.02 feet along the arc of a curve left, having a radius of 267.00 feet, central angle of 27°41'10", and a long chord bearing N76°40'05"W, 127.77 feet; thence S89°29'20"W, 363.64 feet; thence Northwesterly, 160.26 feet along the arc of a curve right, having a radius of 333.00 feet, a central angle of 27°34'36", and a long chord bearing N76°43'27"W, 158.72 feet; thence N62°56'14"W, 105.11 feet thence Northwesterly 78.26 feet along the arc of a curve left, having a radius of 267.00 feet, a central angle of 16°47'36", and a long chord bearing N71°20'02"W, 77.98 feet; thence leaving the S'ly. R/O/W line of Sundance Ridge, S28°20'49"W along the Easterly line of a Storm Water Detention Area, 216.98 feet; thence S89°06'21"W along the Southerly line of said Storm Water Detention Area, 284.13 feet to the Easterly Right-of-Way Line of Triangle Lake Road, (66 feet wide); thence S25°31'25"E along the E'ly Right-of-Way Line of Triangle Lake Road 225.64 feet; thence S 89° 29'20" W along the Southerly line of Jartnick Pond Site Condominium, 36.41 feet to the centerline of Triangle Lake Road (66 feet wide); thence along said centerline the following four, (4) courses:

- 1) N 25° 31'25"W, 225.37 feet,
- 2) N15°02'46"W, 99.92 feet;
- 3) N07°38'14"W, 56.64 feet;
- 4) N00°29'10"E, 291.95 feet to the Northwest Corner of Jartnick Pond Site Condominium;

thence N89°35'15"E along the North Line of Jartnick Pond Site Condominium, 33.00 feet to the Easterly Right-of-Way Line of Triangle Lake Road; thence S00°29'10"W along said E'ly R/O/W line, 258.11 feet to the Northerly Right-of-Way line of Sundance Ridge, (66 ft. wide); thence along said N'ly. R/O/W Line N86°11'42"E, 84.84 feet; thence Northeasterly 76.64 feet along the arc of a curve left, having a radius of 267.00 feet, a central angle of 16°26'45", and a long chord bearing N77°58'19"E, 76.37 feet thence N69°44'57"E, 108.05 feet thence Northeasterly, 114.56 feet along the arc of a curve right, having a radius of 333.00 feet, a central angle of 19°42'42", and a long chord bearing N79°36'18"E, 114.00 feet; thence leaving said N'ly. R/O/W line, N39°13'22"E, 131.98 feet; then S50°46'38"E, 20.00 feet; thence S39°13'22"W, 116.58 feet to the N'ly. R/O/W line of Sundance Ridge; thence Southeasterly along said N'ly. R/O/W line, 135.18 feet along the arc of a curve right, having a radius of 333.00 feet, a central angle of 23°15'30", and a long chord bearing S74°33'59"E, 134.25 feet; thence S62°56'14"E, 105.11 feet; thence Southeasterly 128.50 feet along the arc of a curve left, having a radius of 267.00 feet, a central angle of 27°34'26", and a long chord bearing S76°43'27"E, 127.26 feet; thence N89°29'20"E, 363.64 feet; thence Southeasterly 133.34 feet along the arc of a curve right, having a radius of 333.00 feet, a central angle of 22°56'33", and a long chord bearing S79°02'24"E, 132.45 feet; thence leaving said N'ly. R/O/W line of Sundance Ridge, N00°30'40"W along a Westerly line of a Storm Water Detention Area, 88.20 feet; thence N13°19'20"E along said Westerly line, 241.62 feet to the North Line of Jartnick Pond Site Condominium; thence N89°35'15"E along said North Line, 370.06 feet; thence leaving said North Line, S27°22'50"E along the Easterly Line of said Storm Water Detention Area, 206.96 feet to the Northerly Right-of-Way Line of Sundance Ridge; thence N62°37'10"E along said N'ly. R/O/W line, 189.26 feet; thence Northeasterly 109.82 feet along the arc of a curve right, having a radius of 283.00 feet, a central angle of 22°14'01", and a long chord bearing N73°44'10"E, 109.13 feet thence leaving said N'ly. R/O/W line, N10°48'48"E, 35.22 feet; thence S79°11'12"E, 20.00 feet; thence S01°48'48"W, 30.28 feet to the Northerly Right-of-Way Line of Sundance Ridge; thence Southeasterly along said N'ly R/O/W line, 257.94 feet along the arc of a curve right, having a radius of 283.00 feet, a central angle of 52°13'20", and a long chord bearing S64°51'51"E, 249.10 feet; thence Southeasterly 103.60 feet along the arc of a curve left, having a radius of 197.00 feet, a central angle of 30°07'51", and a long chord bearing S53°49'06"E, 102.41 feet; thence leaving said N'ly. R/O/W, N 18°12'24"E, 28.62 feet; thence S71°47'36"E, 20.00 feet; thence S18°12'24"W, 28.62 feet to the Northerly Right-of-Way Line of Sundance Ridge; thence Southeasterly along said N'ly. R/O/W Line, 52.57 feet along the arc of a curve left, having a radius of 197.00 feet, a central angle of 15°17'19", and a long chord bearing S82°20'51"E, 52.41 feet; thence S89°59'30"E, 166.30 feet to the East Line of Section 27 and the East Line of Jartnick Pond Site Condominium; thence S00°00'30"W along said East Line, 66.00 feet to the Point of Beginning. Also including that portion of land described as the S'ly 10 feet of Lot 1 of "MgClatchey's Triangle Lake Estates Subdivision" as recorded in Liber 5, Page 40 of Plats, Livingston County Records and the N'ly 10 feet of Lot 1 of "Gehring's Triangle Lake Subdivision" as recorded in Liber 2, Page 14 of Plats, Livingston County Records. Subject to all easements of record, if any.

(97117)