

Crystal Creek

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

23 0080 106 00000098

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

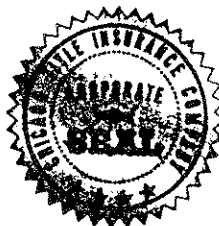
In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Paragraph 7(b) (ii) (of the Conditions and Stipulations) does not apply on this policy if it insures an owner occupied one-to-four family residential property.

Issued by:
LIBERTY TITLE COMPANY
111 N. Main
Ann Arbor, Michigan 48104
(313) 665-6103

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Pella
President



By:

Thomas J. Adams
Secretary

LIBERTY TITLE COMPANY
100 N. MAIN ST.
ARBOR, MI 48104
(313) 665-6103

OWNER'S POLICY
SCHEDULE A

POLICY: 23 0080 106 00000098
FILE NO. 45864
Loan/Reference No.:

DATE OF POLICY: April 1, 1997 at 8:30 A.M.

AMOUNT OF INSURANCE: \$1,000.00

1. NAME OF INSURED:

WASHTENAW COUNTY PLAT BOARD

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS POLICY IS FEE SIMPLE AND IS AT DATE OF POLICY VESTED IN :
TRI- MOUNT CRYSTAL CREEK DEVELOPMENT CO., INC., A MICHIGAN CORPORATION

3. THE LAND REFERRED TO IN THIS POLICY IS IN THE Township OF Pittsfield COUNTY OF Washtenaw STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

CRYSTAL CREEK PHASE II:

Part of the North 1/2 of Section 13, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, being more particularly described as follows: Commencing at the North 1/4 corner of said Section 13, said point being the Point of Beginning for the herein described parcel of land; thence S 00° 08' 40" West along the West line of "Silverleaf Subdivision" 1438.79 feet; thence N 89° 51' 20" West, 231.00 feet; thence S 00° 08' 40" West, 76.11 feet to the point of curvature on a circular curve, concave to the West, having a radius of 197.00 feet; thence southerly along the arc of said curve, for an arc distance of 66.39 feet, through a central angle of 19° 18' 30", chord for said curve bears South 09° 47' 57" West, for a distance of 66.07 feet; thence North 70° 32' 50" West, 98.81 feet; thence South 84° 50' 40" West, 100.40 feet; thence North 87° 33' 28" West, 353.93 feet; thence North 54° 56' 58" West, 13.55 feet; thence North 15° 10' 36" East, 204.61 feet; thence North 74° 49' 24" West, 11.61 feet, to the point of curvature on a circular curve, concave to the South, having a radius of 480.07 feet; thence run northwesterly along the arc of said curve, for an arc distance of 37.98 feet, through a central angle of 04° 32' 00" chord for said curve bears North 77° 05' 24" West, for a distance of 37.97 feet, to a point of non-tangency; thence North 10° 02' 52" East, 192.17 feet; thence N 74° 49' 22" W, 41.27 feet; thence N 15° 10' 36" E, 270.07 feet; thence N 00° 08' 40" E, 130.11 feet; thence S 89° 51' 20" E, 211.00 feet; thence N 00° 08' 40" E 20.95 feet; thence S 89° 51' 20" E, 140.00 feet; thence N 00° 08' 40" E, 485.47 feet; thence N 13° 06' 29" W, 126.50 feet; thence N 00° 08' 40" E, 124.23 feet to a point on the North line of Section 13; thence South 87° 11' 48" East, along said North Line 410.44 feet to the Point of Beginning.

POLICY FOR TITLE INSURANCE

POLICY NO.:23 0080 106 00000098

erty Title Company
111 N. Main St.
Ann Arbor, MI 48104
(313) 665-6103

EXCEPTIONS CONTINUED

12. Taxes or special assessments which are not shown as existing liens by the public records.
13. Restrictions upon the use of the premises not appearing in the chain of title.
14. Liens for any tax and/or assessment which become due and payable on or after the effective date of this Policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

OWNER'S POLICY
SCHEDULE B

POLICY NO.: 23 0080 106 00000098

FILE NO.: 45864

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason:

1. Mortgage for the original principal amount of \$5,195,000.00 executed by Tri-Mount/Crystal Creek Development Co., Inc., a Michigan corporation ("Development Co."), and Tri-Mount/Crystal Creek Building Co., Inc., a Michigan Corporation (Building Co.") to NBD Bank, a Michigan Banking Corporation, dated September 12, 1996 and recorded September 23, 1996 in Liber 3321, page 792, Washtenaw County Records.
2. Assignment of Rents and Leases for the original principal amount of \$5,195,000.00 executed by Tri-Mount/Crystal Creek Development Co., Inc., a Michigan Corporation to Tri-Mount/Crystal Creek Building Co., Inc., a Michigan Corporation, dated September 12, 1996 and recorded September 23, 1996 in Liber 3321, page 814, Washtenaw County Records.
3. Financing Statement between Tri-Mount/Crystal Creek Development Co., Inc. and Tri-Mount/Crystal Creek Building Co., Inc., Debtor; NBD Bank, Secured Party, as recorded in Liber 3321, page 824, Washtenaw County Records.
4. Collateral Assignment of Land Contract and Purchase Agreements for the original principal amount of \$5,195,000.00 executed by Tri-Mount/Crystal Creek Development Co., Inc., a Michigan Corporation to NBD Bank, dated September 12, 1996 and recorded September 23, 1996 in Liber 3321, page 787, Washtenaw County Records .
5. Subject to Crystal Creek Drainage District Agreement as recorded in Liber 3002, page 637, Washtenaw County Records.
6. Subject to the rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes as to Ellsworth Road.
7. Special Assessments: Ellsworth Road East.
8. Rights or claims of parties in possession not shown by the public record.
9. Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
10. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploitation rights.
11. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records.

(continued)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AUG 17 11 11 AM '95

DECLARATION OF RESTRICTIONS
FOR CRYSTAL CREEK SUBDIVISION #1

PEGGY H. HAINES
COUNTY CLERK/REGISTER

WHEREAS, the undersigned, THE MAPLE GROUP III LIMITED PARTNERSHIP, whose address is 7001 Orchard Lake Road, Suite 130, West Bloomfield, MI 48322 (hereinafter referred to as "Declarant") is the owner in fee simple of the lands hereinafter described, and hereinafter referred to as the "Subdivision", desires to create a planned community with private park(s), called "Common Area" for the benefit of all of the residents of the Subdivision, which is located in Pittsfield Township, County of Washtenaw, State of Michigan on real property more particularly described on Exhibit A attached hereto now known as Crystal Creek Sub. No. 1, recorded April 19, 1995 in Liber 29 of Plats, pp 94-99.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Subdivision (and in all contiguous subdivision(s) it may elect to develop in its sole discretion) and for the maintenance of the Common area, and to this end desires to subject the Subdivision and the Common Area to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner of a Lot therein; and

WHEREAS, Declarant deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create a legal entity to own, maintain and administer the Common Area and facilities that may be constructed thereon, the subdivision signs, entrances, including, without limiting the generality thereof, plantings, shrubs, trees, sprinkling systems, if any, within any right of way or cul-de-sac, entrance walls or monuments, interior walks or bike paths, drainage and storm sewer systems, and retention ponds, if any, and to maintain and preserve any wetlands and woodlands, and to collect and disburse the assessments and charges hereinafter created, for such purposes, and to promote the recreation, health, safety and welfare of the residents; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all intending purchasers, and future Owners of the various Lots comprising the Subdivision, the undersigned Declarant for itself, its successors and assigns does hereby publish, declare and make known to all intending purchasers and future Owners of the various Lots comprising the Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns .

ARTICLE I

DEFINITIONS

- A. "Association" shall mean and refer to the Crystal Creek Subdivision Association, a Michigan Non-Profit Corporation, its successors and assigns.
- B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision and any future subdivisions hereafter annexed, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.
- C. "Common Area" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners and shall also include without limiting the generality thereof plantings, shrubs, trees and sprinkling systems within any right of way or cul-de-sac, or private easement for landscaping as shown on the plat, entrance walls or monuments, interior bike paths and walks, subdivision signs, and other improvements as may be provided from time to time. The Common Area to be owned by the Association shall be all areas designated on the plat as it now exists or as it may from time to time be modified or extended, as parks or park areas and all other areas designated on the plat, if any, as common areas or woods.
- D. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the subdivision and any future subdivisions hereafter annexed.
- E. "Declarant" shall mean the individual or entity executing these Restrictions and any successor or assign.
- F. "Declaration" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Washtenaw County Register of Deeds, State of Michigan.
- G. "Member" shall mean and refer to those persons entitled to membership in the Association, as provided in this Declaration.
- H. "Committee" shall mean the architectural control committee appointed and maintained in accordance with Article II hereof.
- I. "Flood Plain" shall mean that area designated on the recorded plat of Crystal Creek Subdivision identified as a flood plain or flood plain area. If the 100 year flood plain area depicted in any such plat is revised by the United States Army Corp of Engineers and the Michigan Department of Natural Resources, to remove such area from the 100 year flood plan, such property may be used for future development.

J. "Wetlands" shall mean that area described within a recorded plat of Crystal Creek Subdivision and identified within such plat as a wetland.

K. "Woodlands" shall mean that area within a recorded plat of Crystal Creek Subdivision identified as a woodland area.

L. "Phase" shall mean a contiguous platted subdivision(s) and such common areas and improvements within such subdivision, as Declarant in its sole discretion may elect to make subject to the covenants and restrictions, easements, changes and liens of this Declaration as hereinafter set forth.

ARTICLE II

ARCHITECTURAL CONTROL

No house, building, fence, wall, deck, swimming pool, outbuilding or other structure, landscaping or exterior improvement shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, size, shape, height, colors, materials, topography and location of the same on the Lot shall have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") composed of three (3) persons appointed by the Declarant. Each member of the Committee shall serve for a period of one (1) year, or until replaced by a subsequent appointee.

A. Plans and specifications for final approval by the Committee shall include the following:

1. Complete plans and specifications sufficient to secure a building permit in the Township of Pittsfield, including a dimensioned plot plan showing Lot and placement of residence, garage, outbuildings and fences (if any).
2. Front elevation, side elevations and rear elevation of building, plus elevations of walls and fences (if any).
3. A perspective drawing if deemed necessary by the Committee to interpret adequately the exterior design.
4. Data as to size, materials, colors and texture of all exteriors including roof coverings, fences (if any) and walls.
5. One set of blueprints shall be left with the Committee until construction is completed.

B. Preliminary plans may first be submitted for preliminary approval.

C. No approval by the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Articles III and IV of this Declaration, except in cases where waivers have been granted as provided for in the said Articles.

D. The Committee may disapprove plans because of noncompliance with any of the restrictions set forth in Article III of this Declaration, or because of reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportions, shape, materials used, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration or because of any matter or thing, which in the reasonable judgment of the Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objects of the Committee or with improvements erected on other Lots in the Subdivision. All owners, by accepting ownership of their Lot, acknowledge that the primary purpose for providing for architectural control is to insure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in terms of determining what dwellings, fences, walls, hedges, structures or improvements will be permitted and are in keeping with the aesthetic beauty and desirability of the Subdivision and are otherwise consistent with the purposes of these Restrictions.

E. In the event the Committee fails to approve or disapprove plans within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this Declaration shall apply and remain in force as to such plans.

F. Committee approval shall be deemed given if the plans, and specifications submitted for approval are marked or stamped as having been finally approved by the Committee, and are dated and signed by a member of the Committee who was validly serving on the Committee on the date of such approval.

G. In no event shall either Declarant or the Committee have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither Declarant nor the Committee shall have liability to anyone for approval of plans, specifications, structure or the like which are not in conformity with the provisions of this Declaration, or for disapproving plans, specifications, structures or the like which

arguably are in conformity with the provisions hereof. In addition, the Committee shall not be required to pass upon any technical aspects of construction or whether construction meets zoning, building code or safety requirements. The Committee's approval shall merely mean that the plans are in compliance with the intent and purpose of these restrictions and shall not be construed as to imply that the Committee has passed upon any other aspects of the plans, nor shall such approval imply that the building plans or specifications comply with zoning, building codes, safety requirements or regulations.

H. At the time that plans are submitted for approval, the party submitting the plans shall pay Declarant the sum of Two Hundred fifty and 00/100 (\$250.00) Dollars to defray the costs of architectural control activities.

As such time as all of the Lots in the subdivision are sold by Declarant and dwellings are erected thereon, or at such earlier time as Declarant may, in its sole discretion, elect, Declarant may assign, transfer and delegate architectural control responsibilities in whole or in part, to the Association or to any other party or entity. At that time, the Association or such other party or entity shall become responsible for electing or appointing the Committee members and Declarant shall have no further responsibilities or duties. All structures erected by Declarant are exempt from this Article. The Association may decide, after Declarant has transferred architectural control to abolish the Committee.

ARTICLE III

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

A. Use of Lots. All Lots shall be used and occupied for single family residences only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant buildings on each Lot, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the respective Owner or occupant of the Lot upon which said garage is erected may also be erected and maintained.

B. Character and Size of Buildings. No plan for any dwelling will be approved unless the proposed dwelling has the minimum square footage required from time to time by Pittsfield Township. All computations of livable floor for determination of the permissibility of erection of a residence shall be exclusive of garage, porches, or terraces. All garages must be attached and architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles nor more than three (3) automobiles. Carports are specifically prohibited.

C. Minimum Yard Requirements. No building on any Lot shall be erected other than in accordance with the requirements of the Pittsfield Township Zoning Ordinances. Approval of a variance by both the Committee and Pittsfield Township Board of Appeals shall be deemed a valid waiver of this Restriction.

D. Animals. No farm animals, livestock or wild animals shall be kept, bred or harbored on any Lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Owner and members of his household so long as such pets are not objectionable or offensive to others. In no event shall more than two (2) such pets be kept or harbored on any Lot.

Any dog kept by a resident on his premises shall be kept on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. No dog runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear of the interior of the Lot, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. Written permission for such dog run(s) must be obtained from the Architectural Control Committee.

E. Fences, Walls Hedges, Etc. No fence, wall or hedge of any kind shall be erected or maintained on any Lot without prior written approval of the Committee. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fence shall be permitted. No fence, wall or hedge shall be erected, placed or maintained in front of or along the front building line of a Lot.

F. Easements.

- (1) Crystal Creek Drainage District. The Declarant has entered into an Agreement with the Washtenaw County Drain Commissioner, acting on behalf of the Crystal Creek Drainage District, providing for the construction of the Crystal Creek Drain. The Agreement requires certain lands in the Subdivision be deeded to the Crystal Creek Drainage District for construction of a drain; and that the owners of lots in the Subdivision will be subject to assessments for the operation, inspection and maintenance of the Drain. As to any area on the recorded plat for Crystal Creek Sub. No. 1 or any phases thereafter added shown to be subject to public or private easements to the Washtenaw County Drain Commissioner, such areas shall be subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner and/or the Crystal Creek drainage district or any other applicable drainage district (collectively referred to herein as "Drain Authorities") and Drain Authorities' successors, assigns and transferees in, over, under and

through the property described on the Plat which easements and rights may not be amended or revoked except with the written approval of the Drain Authorities and which easements contain the following terms and conditions and grants:

- a) The easements shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, form, shape or capacity;
- b) The Drain Authorities shall have the right to sell, assign, transfer, or convey the easements granted on the plat to any other governmental unit;
- c) No lot owner in the subdivision shall build or convey to others any permanent structures on the easements;
- d) No lot owner in the subdivision shall build or place on the area covered by the easements any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of the Drainage Authorities under the easements;
- e) Drain Authorities and their agents, contractors and representatives shall have the right of entry on, and to gain access to, the property covered by the easements;
- f) All lot owners in the subdivision by their acceptance of deeds to their lots are deemed to and hereby release Drain Authorities, their successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of drain facilities or sewer facilities or otherwise arising from or incident to the exercise by the Drain Authorities of their rights under the easements on the plat and hereunder and all lot owners covenant not to sue the Drain Authorities for any such damages;
- g) Notwithstanding anything contained to the contrary in this Declaration, the rights granted to the Drain Authorities and their successors and assigns may not be amended without the express written consent of the Drain Authorities. Any purported amendment or modification of the rights granted hereunder and

under the plat shall be void and without legal affect unless agreed to in writing by the Drain Authorities, their successors and assigns.

- (2) Ellsworth Road. It is anticipated that Declarant will be granting an easement to the Washtenaw County Road Commission for the purpose of widening Ellsworth Road.
- (3) Utilities Easements for the installation and maintenance of utilities, underground television cable, sewer lines, water mains, drainage lines, surface drainage swales, or any other improvements which would serve the residents of the Subdivision, are reserved to Declarant, its successors and assigns, as shown on the recorded plat, and also in, on, under and over a strip of land up to eighteen (18) feet in width on each side of and along the front of each Lot. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Declarant, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes such services or utilities.
- (4) Signage. A temporary easement is also reserved by Declarant within, on and upon the rear and side set back areas of Lots 1, 40, 44, 45 and 47 of Crystal Creek Subdivision, by Declarant for placement of temporary signs advertising buildings in the subdivision so long as there remains any lot not built upon in the Subdivision (or any contiguous subdivisions made subject to these Restrictions) and until such lot is sold. Further Declarant reserves a permanent easement within the island located at the entrance immediately closest to Ellsworth for purposes of erecting and maintaining signs identifying the subdivision(s). All signs shall comply with the ordinances of Pittsfield Township.
- (5) General. No buildings may be constructed or maintained over or on any easements; however, after the aforementioned utilities have been installed, planting, fencing (where permitted), or other Lot line improvements shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of the subdivision and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities; and provided as to Lots 1 and 47 of Crystal Creek Subdivision such plantings and shrubs do not interfere with the visibility or maintenance of signs placed within such areas by Declarant.
- (6) Other. Private easements for public utilities have been granted and reserved on the plat of the Subdivision.

G. Wells. No well shall be dug, installed or constructed on any Lot.

H. Temporary Structures. Trailers, tents, shacks, sheds, barns, or any temporary buildings of any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling by a licensed builder, and which shall be removed from the premises upon completion of the building is permitted, if allowed by governmental authorities.

I. Sales Agency and/or Business Office. Notwithstanding anything to the contrary elsewhere set forth herein, Declarant and/or any builders which it may designate, may construct and maintain a sales agency and a business office upon any Lots which they may select, or may use a model house for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the Lots in which Declarant or such designated builders have an interest are sold by them.

J. Lease Restrictions. No owners of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot.

K. Signs. No sign or billboard shall be placed, erected, or maintained on any Lot, except one sign advertising the Lot, or the house and Lot for sale or lease, which said sign shall have a surface of not more than five (5) square feet, and the tops of which shall not be more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be kept clean and in good repair during the period of its maintenance on the side Lot, and shall in no event be placed and maintained nearer than twenty-five (25) feet from the front Lot line. Any such sign must be in compliance with all signage ordinances as may be adopted by Pittsfield Township from time to time. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any Lot by Declarant, or any building which it may designate during the initial period of construction of houses, or during such periods as any residence is used as a model or for display purposes.

L. Destruction of Buildings by Fire, Etc. Any debris resulting from the destruction in whole or in part of any dwelling or building on any Lot shall be removed with all reasonable dispatch from such Lot in order to prevent an unsightly condition.

M. Landscaping. Upon the completion of a residence on any of the Lots, the Owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser), shall cause the Lot owned to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as

weather permits. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times.

N. Driveways. All driveways shall be constructed of concrete or concrete with paving brick unless the Committee shall approve an alternate paving material. The initial plans, submitted to the committee in accordance with Article II hereof, shall designate the location of the driveway and the building materials to be used for approval by the Committee.

O. General Conditions.

- (1) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.
- (2) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles or camping trailers may be parked on or stored on any Lot, unless stored fully enclosed with an attached garage. Commercial vehicles and trucks shall not be parked in the Subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in the Subdivision by that builder.
- (3) No laundry shall be hung for drying in such a way as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such laundry shall not be hung so that it will be visible from the streets on which the dwelling fronts and sides.
- (4) All homes shall be equipped with electric garbage disposal units in the kitchen.
- (5) The grade of any Lot or Lots in the Subdivision may not be changed without the written consent of the Committee. This restriction is intended to prevent interference with the master drainage plans for the Subdivision.
- (6) No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

- (7) No outside compressors for central air conditioning units may be located other than in the rear yard and must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.
- (8) No basketball backboards or hoops may be installed or placed on any Lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides.
- (9) All Lots in the Subdivision shall be used exclusively for single family residential purposes. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height, which may include an attached garage.
- (10) No part of any dwelling or other structure shall be used for any activity normally conducted as business.
- (11) No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.
- (12) It shall be the responsibility of each Lot Owner to prevent the occurrence of any unclean, unsightly, or unkept condition of buildings or grounds on each Owner's Lot. No lawn ornaments, sculptures or statues shall be placed or remain on any Lot without the prior written permission of the Committee or the Declarant.
- (13) No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor.
- (14) No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Committee or Declarant. However, Declarant hereby expressly reserves the right to re-plat any two (2) or more Lots shown on the plat or preliminary plat of the Subdivision in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable or fit as building sites to include, but not be limited to, the relocation of easements, walk-ways and right-of-ways to conform to the new

boundaries of said re-platted lot.

Anything contained herein to the contrary notwithstanding, no building and use restriction contained in this Article shall be deemed to limit the authority, control and power of the Committee with respect to its right to approve plans for construction on Lots.

ARTICLE IV

PRESERVATION OF WOODLAND AREAS

The restrictions and limitations of this Article shall apply to all areas depicted as Woodlands and designated as such within a recorded plat of Crystal Creek Subdivision.

A. Tree Protection. No standing, living deciduous or evergreen tree within the woodlands area shall be removed or deliberately damaged or destroyed.

B. Development. No building, outbuilding, addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated woodland preservation area, except in compliance with the ordinances of Pittsfield Township.

C. Maintenance. Nothing contained in this Article shall be construed to limit or prohibit within the woodlands area the removal of brush and scrub growth, the regular trimming, pruning and maintenance of the trees, the removal of diseased or dying trees or the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property in compliance with the ordinances of Pittsfield Township.

D. The following activities are permitted within Woodlands areas without a Use Permit issued by Pittsfield Township, unless otherwise prohibited by statute or ordinance:

- (1) The removal or trimming of diseased and/or damaged trees or other woody vegetation, provided that the damage resulted from an accident or nonhuman cause, and provided further that the removal or trimming is accomplished through the use of standard forestry practices and techniques;
- (2) Conservation of soil, vegetation, water, fish, wildlife and other natural resources;

- (3) Outdoor recreation, including play and sporting areas, field trails for nature study, hiking and horseback riding, boating, trapping, hunting and fishing where otherwise legally permitted and regulated;
- (4) The operation and maintenance of existing dams and other water control devices, if in compliance with all applicable statutes and ordinances; and
- (5) The installation of driveways and roads where alternative means of access are proven to be impractical, if permitted by Pittsfield Township.

E. Waiver. The restrictions and limitations of this Article may be waived in whole or in part by the Committee in appropriate cases, in the sole judgment of the Committee, so long as the granting of such waiver does not substantially change the character of the Woodlands Areas and does not violate Pittsfield Township Woodland Ordinances and that all necessary approvals and use permits are obtained from Pittsfield Township.

REMOVAL OF TREES IN NON-WOODLAND AREAS

Anything contained herein to the contrary notwithstanding, no trees measuring six (6) inches or more in diameter at ground level may be removed (even if such a tree is located outside of a designated Woodlands Area) without the written approval of the Committee, and a plan for preservation of trees in connection with the construction process is delivered to the Committee prior thereto. It shall be the responsibility of each Lot Owner to maintain and preserve all large trees on the Owner's Lot, which responsibility includes welling trees, if necessary. Provided, however, no permission shall be necessary for the removal of trees which fall within the area being used for the construction of a home which shall include all areas within ten (10) feet of the outer walls of a home and the areas within a driveway, utility easements or rights-of-way.

ARTICLE V

BUILDINGS AFFECTED BY FLOOD PLAIN

A. Location of Flood Plain. The 100-year flood elevation of the Upper Paint Creek Drain within the plat of Crystal Creek Subdivision is 820 feet (N.G.V. datum).

No filling or occupation of the Flood Plain shall take place without prior written approval from the Michigan Department of Natural Resources. The Flood Plain restrictions contained herein are to be observed in perpetuity, excluded from any time limitations set forth in the Declaration, and may not be amended.

B. Residences Within the Areas Affected by Flood Plains Any building used or capable of being used for residential purposes and occupancy within or affected by a flood plain shall:

- (1) Have lower floors, excluding basements, not lower than the elevation of the contour defining the flood plain limits.
- (2) Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- (3) Have basement walls and floors, below the elevation of the contour defining the flood plain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U S. Army, Washington, D C. June 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Steven T. Mason Building, P O Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304 and is adopted by reference herein.
- (4) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
- (5) Be properly anchored to prevent flotation.

ARTICLE VI

WETLANDS

No building, structure, or addition, deck, patio, swimming or wading pool, tennis court or other improvement or development of any kind shall be permitted within a designated Wetland area, as depicted within the recorded plat of Crystal Creek Subdivision.

The Wetlands area may only be used for passive recreational uses such as hiking and nature study and for installation and/or repair of improvements and utilities to the Subdivision as the Michigan Department of Natural Resources may allow.

The Wetlands are to remain substantially in their natural condition, unless the designation of the Wetlands area is ever altered by the Michigan Department of Natural Resources.

ARTICLE VII

HOMEOWNERS ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Establishment of Non-Profit Corporation. There is hereby established an association of Owners to be known as the CRYSTAL CREEK SUBDIVISION HOMEOWNER'S ASSOCIATION. Such Association shall be organized as soon as practicable after the recording of these Deed Restrictions. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration as well as those set forth in the corporate By-Laws for the Association.

B. Dedication of Common Area. Declarant agrees to dedicate and convey to the Association for the benefit of each Owner of a Lot in the Subdivision(s) a right and easement of enjoyment in and to any Common Area (in the event that a Common Area is established) and any facilities and improvements located thereon, if any, when the same shall be so designated and hereby agrees that it will convey the Common Area to the Association free and clear of all liens and encumbrances within three hundred sixty-five (365) days of the recording of any plat which shows a designated Common Area. Title to the Common Area (if and when established) shall vest in the Association subject to the rights and easements of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Declarant reserves the right, without consent of the Association or any of its members to increase or reduce the size of Common Area(s) or to grant easements through it for the purpose of causing the installation of any utility lines, television cable, drainage facilities or any other improvements which would serve the residents of the Subdivision(s).

C. Association Property Rights - Common Area. The right and easement of enjoyment of each Owner in and to the Common Area shall be subject to the following prior rights of the Association.

- (1) The rights of the Association to grant easements, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, grant or transfer shall be effective unless an instrument agreeing to such dedication, grant or

transfer signed by two-thirds (2/3rds) of the member entitled to vote has been recorded.

- (2) The right of the Association to levy assessments, as set forth in Section E hereof.

D. Membership and Voting Rights.

- (1) Every owner of a lot in the Subdivision shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- (2) The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and its builder/purchasers. Class A members shall have no voting rights until the first to occur of the following:

- (i) The Class A members having attained at least seventy-five (75%) percent or more of the number of votes of the original Class B members as hereinafter defined;
- (ii) Seven (7) years from the date of recording of the plat of the Subdivision, whichever occurs first.

Upon the happening of the first to occur of said events, the Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons, collectively shall be members, and the vote for each such lot shall be exercised as they determine, provided that in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B Members shall be the Declarant and/or its builder/purchasers. Class B members shall be entitled to one vote for each Lot owned.

E. Membership Fees and Purpose. In order to pay the cost of carrying out its responsibilities hereunder, the Association shall levy fees, dues or assessments on each Lot in the Subdivision, whether or not the Lot Owner is an active member of the Association, except Lots owned by Declarant or by a builder prior to occupancy. In no event shall Declarant or such a builder be obligated to pay fees, dues or assessments to the Association. All such fees, dues or assessments shall be charged equally to each Lot, and may be enforced through the lien provided for in Section G of this Article or by any other lawful means of collecting debts.

The fees, dues or assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and future subdivisions or lots hereafter annexed or added, and in particular for the improvement and maintenance of the Common Area(s) or Subdivision entranceways now or hereafter owned by the Association, and facilities thereon, and other property under the control of the Association; for planting and maintenance of trees, shrubs and grass; for construction, operation and; maintenance of recreational facilities and all other facilities and improvements; for repair and maintenance of any retention facilities and street lighting if any; for caring for vacant lots; for providing community services; and for protection of the Owners; for maintenance and preservation of the wetlands and woodland areas designated on any Plat of Crystal Creek Subdivision; for maintenance and repair of any internal sidewalks and/or bike paths, if any; for maintenance and repair of any sprinkling or irrigation systems serving common areas and improvements; for payment of legal, accounting, professional fees and insurance; and for such personnel and employees as may be required to fulfill the obligations herein.

Anything contained herein to the contrary notwithstanding, there shall be no membership fee due for any Lot until a home is constructed on the Lot and the home is first occupied by a purchaser or a tenant thereof.

F. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area and other areas under the control of the Association, including subdivision entrances, retention ponds, fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose.

G. Lien. Any fees, dues or assessments established by the Association, and any amounts or expenses incurred in enforcing these restrictions which are reimbursable under Article VI below, shall constitute a lien on the lot of each Lot Owner responsible for such fees or expenses. Declarant or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot subject to the lien in order to satisfy the lien. The lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot in the Subdivision.

H. Costs of Enforcement. In addition to assessments, the Owner shall be responsible for all legal fees and costs incurred by the Association in collecting assessments or enforcing this Declaration.

I. Exempt Property. All property except from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charge and lien created herein.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure proceedings or a judgment of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale but shall not relieve such Lot from liability for any future assessments thereafter becoming due or from the lien thereafter created.

K. Liability of Board Members. Neither any Member of the Board nor the Declarant shall be personally liable to any Owner, or to any other party, for damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Declarant or any other representatives or employees of the Association.

L. Association By-Laws. Any sale or purchase of a Lot in a Subdivision shall be subject to such by-laws for the Association as Declarant may hereafter establish, and each Lot Owner agrees to abide by and observe such by-laws. After the Association is created, Declarant shall have the right to modify, amend or supplement the by-laws.

When the Association is created, it may amend or modify the by-laws upon the affirmative vote of three-fourths (3/4ths) of members then entitled to vote.

ARTICLE VIII

ANNEXATION OF ADDITIONAL LOTS AND/OR COMMON AREA

Declarant reserves the right at any time or times in the future to amend this Declaration and by recording such with the Washtenaw County Register of Deeds Office to add to it one or more lots or one or more additional subdivisions of land contiguous and adjacent to the Subdivision, hereafter developed and platted by Declarant or its assigns. Such Amendment need only to be signed by the Declarant. Additional lots and/or subdivisions may or may not contain additional common areas, wetlands, woodlands and/or improvements. Any such amendment(s) to this Declaration shall provide that the owners of all of the residential lots added to the Subdivision or in additional subdivisions shall be required to be members of the

Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the common area contained within the Subdivision and all common areas later added to the Subdivision or future subdivisions shall be for the benefit and use of all Owners of all Lots in the subdivisions. Additional common areas may be annexed to the Association by Declarant without the consent or approval of the Association or of its members or any Owner. Any common area so added shall be owned and maintained by the Association in accordance with the terms of these Deed Restrictions. Annexation by action of the Association shall require the consent of two-thirds (2/3rds) of its members then entitled to vote.

ARTICLE IX

ASSIGNMENT

A. Declarant hereby reserves the unequivocal right to assign to the Association in whole or in part, from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee shall without further act, release said Declarant from all obligation, duties and liability in connection therewith.

B. Declarant hereby reserves the unequivocal right to assign to others in whole or in part, at any time and from time to time, any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, and easements so assigned, and such instrument when executed by such assignee shall without further act, release said Declarant from all obligations, duties and liability in connection therewith.

ARTICLE X

EXEMPTION OF DECLARANT

Nothing in this Crystal Creek Subdivision Declaration of Restrictions shall limit the right of Declarant to complete excavation or grading or limit the right of Declarant to complete construction of improvements to any property within Crystal Creek Subdivision or to alter the foregoing or to construct such additional improvements or facilities as Declarant deems advisable in the course of development so long as any lot as described in a recorded Plat of Crystal Creek Subdivision remains unsold, or the right to use any structure in the Subdivision as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural approval of any improvement constructed or placed by Declarant on any property in the Subdivision owned by Declarant and as to itself may deviate from or waive, in its sole discretion, any or all of the Covenants and Restrictions as set forth herein. The rights and any obligations of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any party or entity.

ARTICLE XI

GENERAL PROVISIONS

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

B. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed solely by the Declarant or by an instrument signed by not less than ninety (90%) percent of the lot Owners; and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded with the Washtenaw County Register of Deeds.

C. Assignment or Transfer of Rights and Powers. Any or all of the rights and powers, titles, easements and estates hereby reserved or given to Declarant, may be assigned by it to the Association or to any other party or entity. Any such assignment or transfer shall be made by appropriate instrument, in writing and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers and easements so assigned, and such instrument

shall without further act release the Declarant from the obligations and duties in connection therewith.

D. Deviations by Agreement with Declarant. Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other lots or adjacent property) to deviate from any or all of the Covenants set forth in Article III, and any such deviation shall not constitute a waiver of any such Covenant as to the remaining Lots in Crystal Creek.

E. Each Owner of a lot in Crystal Creek Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

ARTICLE XII

ENFORCEMENT

The provisions hereof shall run with and bind the land within the Subdivision and the land described in Exhibit A attached hereto and made a part hereof for a period of twenty (20) years from the date hereof after which time they shall be extended automatically for successive period of ten (10) years unless seventy-five (75%) percent of the Lot Owners in the Subdivision vote to limit or remove the restrictions set forth herein. Declarant, or the Association, shall have the right at any time or times during the said periods to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent or abate such violations, to compel compliance with the terms hereof, to enter upon any land within the Subdivision and correct any condition in and remove any building, structure or improvement erected, installed or maintained in violation of the terms hereof at the Lot Owner's expense, and to recover damages or other dues for any violation. Any such entry shall not constitute a trespass. Declarant may recover against a Lot Owner violating the provisions of this Declaration all reasonable costs incurred by it in enforcing such provisions in any of the foregoing ways, including the cost of removing offending structures and actual attorneys fees and other litigation costs.

Failure to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation.

STATE OF MICHIGAN
COUNTY OF OAKLAND
We hereby consent to the foregoing.

WITNESSES:

NBD BANK, N.A. *etc*

[Signature]
DANIEL J. FEJIN
[Signature]
Susan Ostrofsky

BY: *[Signature]*
James G. Sakelaris

ITS: Assistant Vice President

On this day of JUNE 26, 1995, before me, a Notary Public in and for said County, personally appeared JAMES G. SAKELARIS, NBD BANK, N.A. *etc* Assistant Vice President, and acknowledged the foregoing instrument on its behalf.

My Commission Expires:
BARBARA WYREMBELSKI
NOTARY PUBLIC - MACOMB COUNTY, MI
ACTING IN OAKLAND CO., MI
MY COMMISSION EXPIRES 09/16/98

[Signature]
Notary Public,
County, MI

DRAFTED BY AND WHEN RECORDED RETURN TO:

Robert Friedman
29777 Telegraph Road
Suite 2401
Southfield, MI 48034
(810) 353-6760

ARTICLE XIII

LANDS AFFECTED

A. The covenants, conditions and restrictions set forth herein shall not be binding upon or affect in any way any property other than the Subdivision. Specifically, these restrictions shall not apply to or constitute a burden or encumbrance on any adjacent property, including any adjacent property owned by Declarant, unless Declarant in its sole discretion elects to make such binding upon same by appropriate recorded written Amendment.

B. Declarant reserves the right to create one or more subdivisions from the property adjacent to the Subdivision, or to otherwise develop all or any of such property. Such subdivisions or developments may be the subject of no restrictions or of restrictions which are more or less stringent than those set forth herein.

IN WITNESS WHEREOF, the undersigned being all of the parties with an ownership interest in the Lots have caused these presents to be executed on the 18th day of July 1995.

WITNESSETH:

DECLARANT:

THE MAPLE GROUP III LIMITED PARTNERSHIP

BY: SAMOR Corporation,
a Michigan Corporation

By: [Signature]
Sam H. Blumenstein
ITS: General Partner

[Signature]
VEENA AGARWAL
[Signature]
EONNIE GAUTHIER
STATE OF MICHIGAN)
COUNTY OF Oakland) ss

On this day of July 18th, 1995, before me, a Notary Public in and for said County, personally appeared Sam H. Blumenstein the General Partner of SAMOR Corporation, a Michigan Corporation, the General Partner of THE MAPLE GROUP III LIMITED PARTNERSHIP, and acknowledged the foregoing instrument on its behalf.

My Commission Expires:
J JOANNE AVERY
Notary Public, Oakland County, MI
My Commission Expires Oct 22, 1996

[Signature]
Notary Public,
Oakland County, MI

EXHIBIT A

LEGAL DESCRIPTION (PHASE 1)

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3S., R. 6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWN 3, SOUTH, RANGE 6, EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN;
 THENCE N 85°06'00" W, ALONG THE NORTH LINE OF SAID SECTION 13, 410.44 FEET TO THE POINT-OF-BEGINNING;
 THENCE, S 02°14'28" W, 124.23 FEET;
 THENCE, S 11°00'41" E, 126.50 FEET;
 THENCE, S 02°14'28" W, 485.47 FEET;
 THENCE, N 87°45'32" W, 140.00 FEET;
 THENCE, S 02°14'28" W, 20.95 FEET;
 THENCE, N 87°45'32" W, 211.00 FEET;
 THENCE, S 02°14'28" W, 130.11 FEET;
 THENCE, S 17°16'24" W, 270.07 FEET;
 THENCE, N 79°04'02" W, 130.57 FEET;
 THENCE, S 88°14'44" W, 69.98 FEET;
 THENCE, N 79°25'15" W, 42.42 FEET;
 THENCE, N 45°35'12" E, 119.09 FEET;
 THENCE, N 02°11'39" E, 204.45 FEET;
 THENCE, N 38°38'38" W, 147.00 FEET;
 THENCE, N 67°45'56" W, 98.19 FEET;
 THENCE, N 87°54'00" W, 262.68 FEET;
 THENCE, S 02°06'00" W, 139.77 FEET;
 THENCE, N 87°54'00" W, 266.00 FEET, TO A POINT ON THE EAST LINE OF "SOMMERS SUBDIVISION" AS RECORDED ON LIBER 9 OF PLATS, PAGE 51, WASHTENAW COUNTY RECORDS;
 THENCE, N 02°06'00" E, ALONG SAID EAST LINE, 888.03 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 13;
 THENCE, S 85°06'00" E, 1271.69 FEET, ALONG SAID NORTH LINE TO THE POINT-OF-BEGINNING.
 SUBJECT TO THE RIGHT OF THE PUBLIC ON ELLSWORTH ROAD.
 CONTAINING 47 LOTS, NUMBERED 1 THROUGH 47, BOTH INCLUSIVE.
 CONTAINS 1,090,771 SQUARE FEET OF 25.039 ACERS, CONTAINS 1 PRIVATE PARK.

RELEASE OF RIGHT OF WAY

IN THE MATTER OF THE UPPER PAINT CREEK DRAIN

THIS INDENTURE made this 29th day of AUGUST,
A.D., 1969, by and between Sami P. Jeppo, Louis Kinsala and Aziz Major
1780 Orchard Lane, Birmingham, Michigan 48008 (A Michigan Copartnership)
parties of the first part, and the Upper Paint Creek Drain Drainage District, a
Body Corporate, in the County of Washtenaw, a Public Corporation in the State of
Michigan, party of the second part, whose address is the County Building, in the City
of Ann Arbor, Michigan.

WITNESSETH:

WHEREAS, the parties of the first part have interests as aforesaid
in the following described property located in the Township of Pittsfield,
Washtenaw County, Michigan, to wit:

The Northwest one-quarter of Section 13 in Township 3 South, Range 6 East,
Pittsfield Township, Washtenaw County, Michigan, excepting 60 acres off from
the West side of said section. Also excepting that part conveyed to the State
Highway Commissioner of the State of Michigan in Liber 372, Page 476 and Liber
454, Page 75, Washtenaw County Records.

RECEIVED
FOR RECORD
NOV 22 3 27 PM '72
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

1420 336

NOV 22 1972

5.11.18.1 - 153

AS

THENCEFORE, the part 1/25 of the first part, for and in consideration of the sum of One Dollar, (\$1.00) and other good and valuable considerations paid to the part 1/25 of the first part by the party of the second part, does hereby grant to said party of the second part, a permanent right-of-way for a certain drain across the aforesaid lands, which right-of-way is described as follows, to wit:

A permanent easement 50 feet wide within the above described parcel, and described as the ~~south~~ west 50 feet of said parcel.

This grant shall constitute an easement in said strip of land for the purpose of construction, installation, maintenance, repair, alteration, inspection, operation, replacement, improvement, widening, deepening, tiling and relocating of the said Upper Paint Creek Drain, and also for the purpose of performing the aforesaid work.

The temporary construction easement over the adjacent lands of the part 1/25 of the first part, shall include the deposit of excavated earth and storage of material and equipment on such lands as may be necessary. This includes the right of ingress and egress over the adjacent lands of the part 1/25 of the first part for the purpose of performing any of the above mentioned aforesaid work.

The part 1/25 of the first part shall at all times have the right to make such use of the aforesaid land as shall not be inconsistent with the exercise by the party of the second part of the rights and privileges granted to it hereunder. Provided; that if the premises of the part 1/25 of the first part shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part.

NOV 22 1912

L. C.

This grant includes a release of any and all damages or claims, alleged or real suffered by the parties of the first part, by reason of diminution to the value of the property arising out of the easement and right-of-way herein granted, or on account of the drain or drains proposed to be constructed thereupon. In case the drain or drains hereinabove described are abandoned, the privileges herein granted shall cease and determine, and revert to and become reinvested in the parties of the first part, their heirs, successors and assigns to the lands involved.

This instrument shall be binding upon and inure to the benefit of the parties herein, and the heirs, representatives, successors and assigns of said parties.

IN WITNESS WHEREOF, the parties of the first part have hereunto affixed their signatures the day and year first above written.

Signed in the presence of:

Michael M. Glusac
Michael M. Glusac
Dorothy Mullaney
Dorothy Mullaney

Signed by:

Sam P. Jeppo
Sam P. Jeppo
Louis Z. Kinaia
Louis Z. Kinaia
Aziz Major
Aziz Major

STATE OF MICHIGAN)
) ss.
) Wayne)
COUNTY OF WACKO)

On this 29th Day of August A.D., 1969, before me, a Notary Public in and for said County, personally appeared

Sam P. Jeppo, Louis Kinaia and Aziz Major
1780 Orchard Lane, Birmingham, Michigan 48008 (A Michigan Copartnership)

to me known to be the same person described in and who executed the within instrument, who then severally acknowledged the same to be their free act and deed.

Michael M. Glusac
Michael M. Glusac
Notary Public
Wayne County, Michigan
My Commission expires:
March 17, 1972.

This Document Prepared By:
Washtenaw County Drain Commissioner
County Building, Room 110
Ann Arbor, Michigan

NOV 22 1972

C.

Detroit
Edison

3084 LGF 543

UNDERGROUND DISTRIBUTION EASEMENT (RIGHT OF WAY) NO. R-9306503-1A
PROJECT NAME PROPOSED CRYSTAL CREEK SUBDIVISION NO. 1

On DECEMBER 1, 1994, for the consideration of system betterment, Grantor grants to Grantee a permanent underground distribution easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

CRYSTAL CREEK LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, 7001 ORCHARD LAKE ROAD,
WEST BLOOMFIELD, MI 48322

MAPLE GROUP III LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, 7001 ORCHARD LAKE ROAD,
WEST BLOOMFIELD, MI 48322

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226
Ameritech, a Michigan corporation, 444 Michigan Avenue, Detroit, Michigan 48226
Columbia Associates, Limited Partnership/DBA/Columbia Cable of Michigan, a Michigan Limited Partnership, 2505 South
Industrial Hwy., P.O. Box 998, Ann Arbor, Michigan 48106

"Grantor's Land" is in PITTSFIELD TOWNSHIP, WASHTENAW County, described as:

"SEE ATTACHED APPENDIX "A" FOR DESCRIPTION"

The "Right of Way Area" is a part of Grantor's Land and is described as:

SEE ATTACHED APPENDIX "B"

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. Excavation: As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. Trees, Bushes, Branches Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. Ground Elevation: Grantor must grade the Right of Way Area to within four inches of final grade before Grantee installs its facilities. Grantor must maintain this ground elevation after Grantee installs its facilities.
7. Damages: If Grantor, its agents, employees or contractors, damage Grantee's facilities, Grantee shall make repairs at Grantor's expense.
8. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

RECORDED
WASHTENAW COUNTY, MI

MAR 1 1 13 PM '95

EGGY H. HAINES
COUNTY CLERK/REGISTER

1

900
11/100
2000

WITNESSES: (type or print name below signature)

[Signature]
 Farid Nojvardi

[Signature]
 Andy Garts

Grantor: (type or print name below signature)
 CRYSTAL CREEK LIMITED PARTNERSHIP,
 A MICHIGAN LIMITED PARTNERSHIP
 BY IT GENERAL PARTNER, JONNA
 CONSTRUCTION COMPANY, INC.
 A MICHIGAN CORPORATION

[Signature]
 BY: FRANK JONNA
 ITS: PRESIDENT

[Signature]
 BY: GARY S. JONNA aka Gary Steven Jonna
 ITS: EXECUTIVE VICE PRESIDENT

Acknowledged before me in Oakland County, Michigan, on 12/1, 1994 by
 FRANK JONNA, PRESIDENT AND GARY S. JONNA, EXECUTIVE VICE PRESIDENT, OF JONNA CONSTRUCTION
 COMPANY, INC., A MICHIGAN CORPORATION, GENERAL PARTNER OF CRYSTAL CREEK LIMITED
 PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, FOR THE LIMITED PARTNERSHIP.

Notary's Stamp SHARI L. HARTLEY Notary's Signature [Signature]
 Notary Public, Oakland County, MI
 My Commission Expires April 16, 1998
 (Notary's name, county, and date commission expires)

WITNESSES: (type or print name below signature)

[Signature]
 CAROLINE ORLOFF

[Signature]
 TANYA REED

Grantor: (type or print name below signature)
 MAPLE GROUP III LIMITED PARTNERSHIP
 A MICHIGAN LIMITED PARTNERSHIP
 BY ITS GENERAL PARTNER
 SAMOR DEVELOPMENT CORPORATION,
 A MICHIGAN CORPORATION

[Signature]
 BY: SAMUEL H. BLUMENSTEIN
 ITS: PRESIDENT

[Signature]
 BY: SAMUEL H. BLUMENSTEIN
 ITS: EXECUTIVE VICE PRESIDENT

Acknowledged before me in Oakland County, Michigan, on 12/5, 1994 by
 SAMUEL H. BLUMENSTEIN, PRESIDENT AND SAMUEL H. BLUMENSTEIN, EXECUTIVE VICE PRESIDENT,
 SAMOR DEVELOPMENT CORPORATION, A MICHIGAN CORPORATION, A GENERAL PARTNER OF MAPLE GROUP
 III LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, FOR THE LIMITED PARTNERSHIP.

Notary's Stamp VERA ASMAR Notary's Signature [Signature]
 Notary Public, Oakland County MI
 My Commission Expires Mar. 19, 1997
 (Notary's name, county, and date commission expires)

Prepared by and Return to: Annie P. Grimmett, Detroit Edison Company, P.O. Box 5602, Ann Arbor, Michigan 48107/kg

APPENDIX "A"

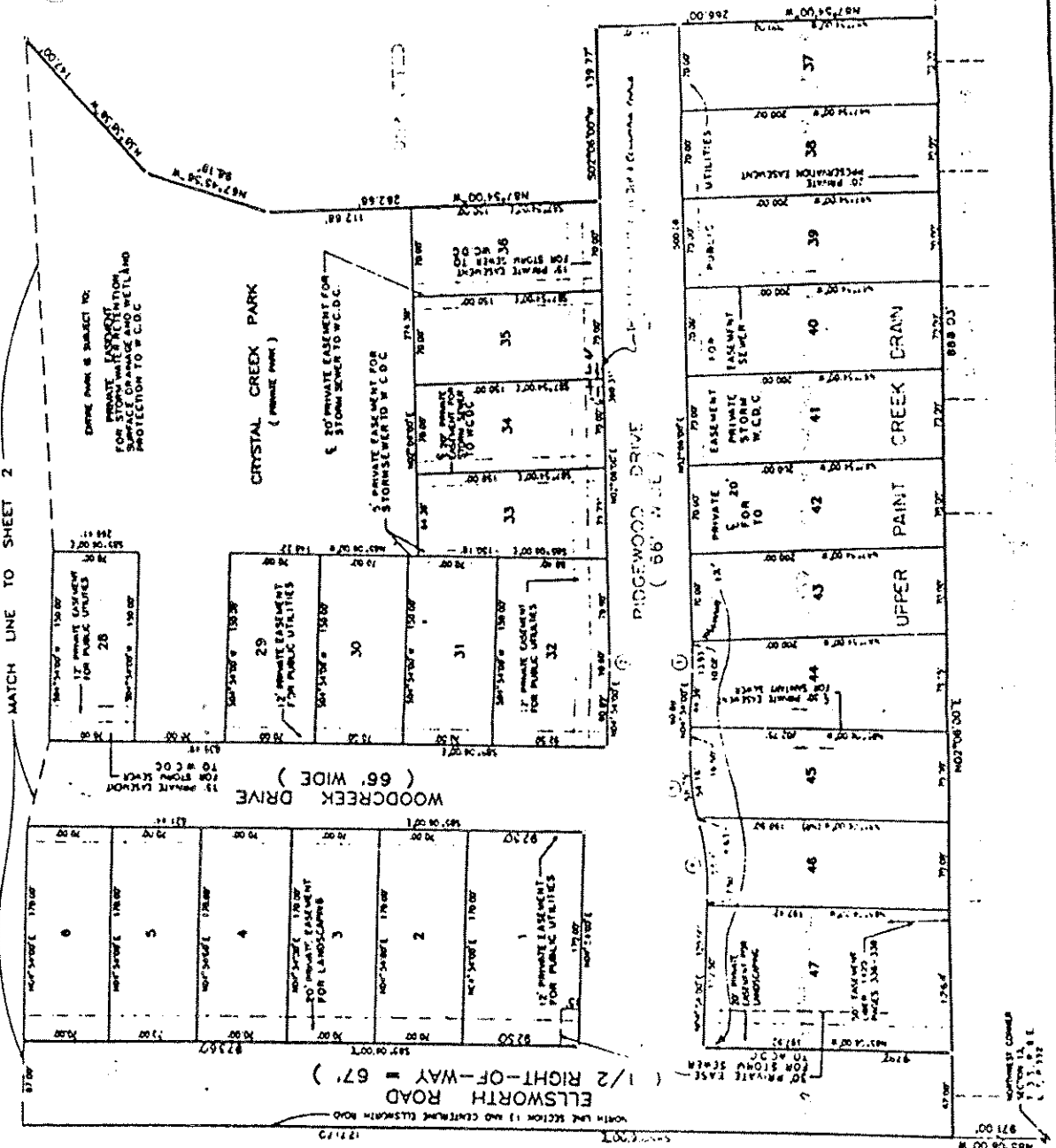
LEGAL DESCRIPTION

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWN 3, SOUTH RANGE 6, EAST, PITTSFIELD, WASHTENAW COUNTY, MICHIGAN; THENCE N 85°06'00" W, ALONG THE NORTH LINE OF SAID SECTION 13, 410.44 FEET TO POINT-OF-BEGINNING; THENCE S 02°14'28" W, 124.23 FEET; THENCE S 11°00'41" E, 126.50 FEET; THENCE, S 02°14'28" W, 485.47 FEET; THENCE, N 87°45'32", W 140.00 FEET; THENCE, S 02°14'28" W, 20.95 FEET; THENCE, N 87°45'32" W, 211.00 FEET; THENCE, S 02°14'28" W, 130.11 FEET; THENCE, S 17°16'24" W, 270.07 FEET; THENCE, N 79°04'02" W, 130.57 FEET; THENCE, S 88°14'44" W, 69.98 FEET; THENCE, N 79°25'15" W 42.42 FEET; THENCE, N 45°35'12" E, 119.09 FEET; THENCE, N 02°11'39" E, 204.45 FEET; THENCE, N 38°38'38" W, 147.00 FEET; THENCE N 67°45'56" W, 98.19 FEET; THENCE, N 87°54'00" W, 262.68 FEET; THENCE, S 02°06'00" W, 139.77 FEET; THENCE, N 87°54'00" W 266.00 FEET, TO A POINT ON THE EAST LINE OF "SOMMERS SUBDIVISION" AS RECORDED ON LIBER 9 OF PLATS., PAGE 51, WASHTENAW COUNTY RECORDS; THENCE, N 02°06'00" E, ALONG SAID EAST LINE, 883.03 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE, S 85°06'00" E, 1271.69 FEET, ALONG SAID NORTH LINE TO THE POINT-OF-BEGINNING. SUBJECT TO THE RIGHT OF THE PUBLIC ON ELLSWORTH ROAD. CONTAINING 47 LOTS, NUMBERED 1 THROUGH 47, BOTH INCLUSIVE. CONTAINS 1,090,771 SQUARE FEET OF 25.039 ACRES.

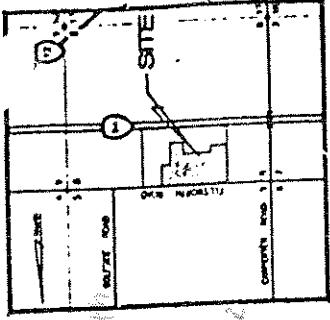
PROPOSED "Crystal Creek Sub. No. 1"

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

APPENDIX "B"



SHEET 5



LOCATION MAP



GRAPHIC SCALE



PLAT LEGEND
 ALL DIMENSIONS ARE SHOWN IN FEET.
 ALL CURVE RADII ARE SHOWN ALONG THE ARC.
 (R) DENOTES RADIUS, (M) DENOTES MILES.
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD.
 ALL LOT MARKERS ARE 1/2" WIRE BARS AND ARE 18" LONG.
 ALL BEARINGS ARE IN RELATION TO THE NORTH.
 "SOUNDING SUBDIVISION" AS RECORDED IN LIBER 9 OF PLAT PAGE 51, WASHTENAW COUNTY RECORDS.
 W.C.D.C. WASHTENAW COUNTY COMMISSIONER
 12 AND 13 1/2' AUTO ELLSWORTH ROAD

CURVE DATA

| STATION | CHORD BEARING | CHORD LENGTH | ARC BEARING | ARC LENGTH | PI |
|----------|-----------------|--------------|-------------|------------|--------|
| 1+00.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+100.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+200.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+300.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+400.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+500.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+600.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+700.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+800.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 1+900.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+000.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+100.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+200.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+300.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+400.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+500.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+600.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+700.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+800.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 2+900.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+000.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+100.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+200.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+300.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+400.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+500.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+600.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+700.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+800.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 3+900.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+000.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+100.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+200.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+300.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+400.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+500.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+600.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+700.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+800.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 4+900.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+000.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+100.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+200.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+300.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+400.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+500.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+600.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+700.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+800.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |
| 5+900.00 | N 89° 54' 00" W | 100.00 | 89° 54' 00" | 100.00 | 1.5708 |

3084 PAGE 546



Robert J. DeWitt
 LANDTECH
 10000
 10000
 10000

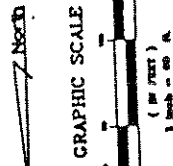
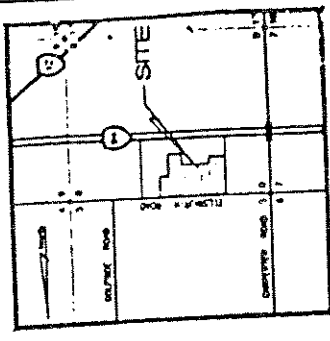
4

Crystal Creek Sub. No. 1

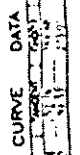
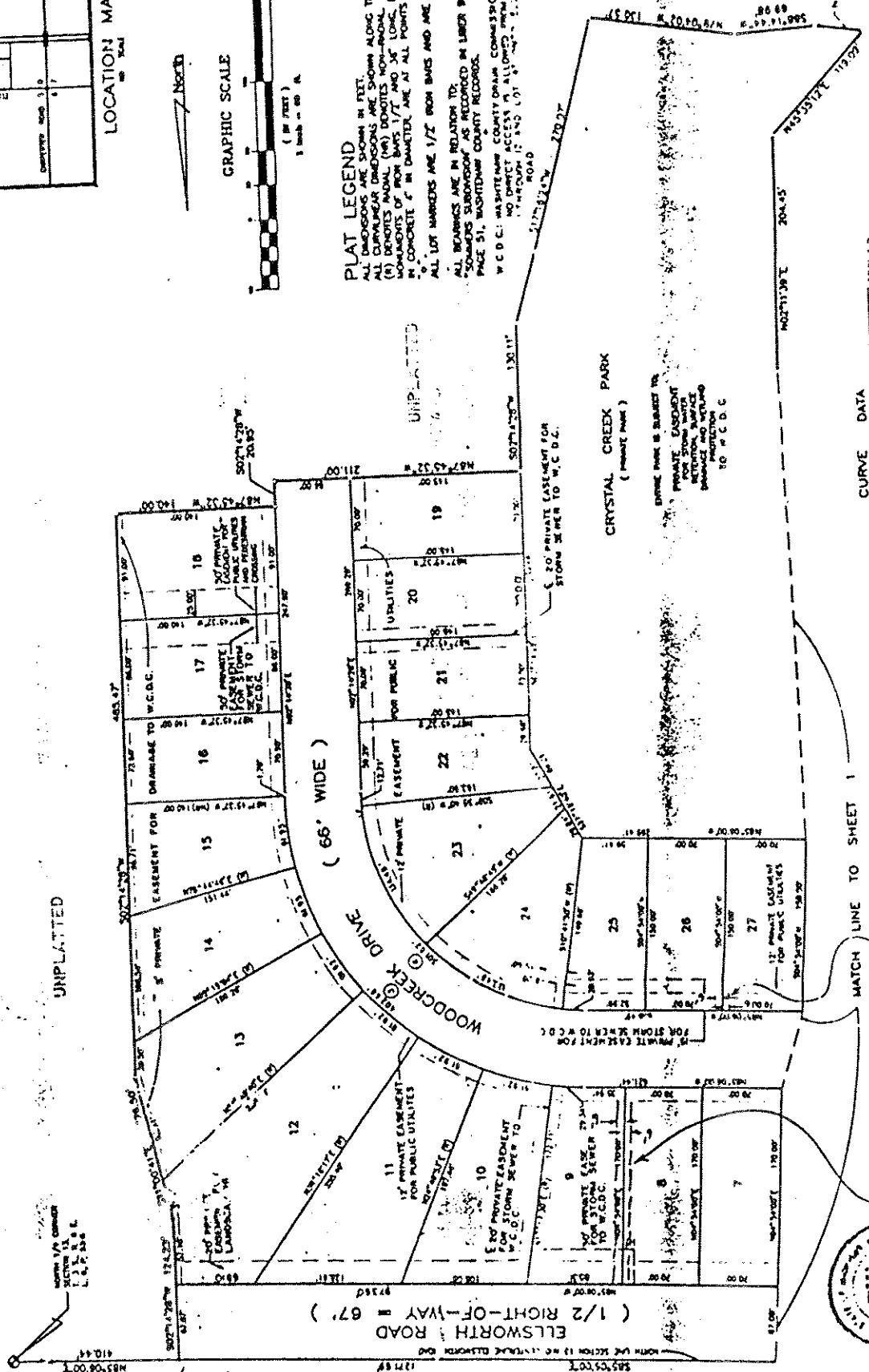
PART OF THE NORTHWEST 1/4
OF SECTION 13, T. 3 S., R. 6 E.
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

OPEN 3084 PAGE 547

LANDTECH
10000
10000
10000



PLAT LEGEND
ALL DIMENSIONS ARE SHOWN IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
(N) DENOTES NORTH (S) DENOTES SOUTH (E) DENOTES EAST (W) DENOTES WEST
DIMENSIONS OF IRON BARS 1/2" AND 3/8" LONG, ENCASED IN CONCRETE 2" IN DIAMETER ARE AT ALL POINTS MARKED.
ALL LOT NUMBERS ARE 1/2" IRON BARS AND ARE 1/2" LONG.
ALL DIMENSIONS ARE IN RELATION TO THE SUBDIVISION AS RECORDED IN LIBER 9 OF PLAT PAGE 51, WASHTENAW COUNTY RECORDS.
W.C.D.C. WASHTENAW COUNTY DRAIN COMMISSIONERS
NO DIMENSIONS TO BE TAKEN FROM THIS PLAT.



UNPLATTED 5

MATCH LINE TO SHEET 1

Detroit Edition and Amendment
1-1/2" = 1" (becomes 1/2")
1-1/2" = 1" (becomes 1/2")

Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. OF SECTION 13, T. 3 S., R. 6 E.

PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

3084 PAGE 548

LANDTECH
1511 S. UNIVERSITY AVE. ANN ARBOR, MI 48106-1511
TEL: (313) 485-3333 FAX: (313) 485-3333

Surveyor's Certificate

I, GREG L. ASH, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DEDGED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWN 3, SOUTH, RANGE 6, EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N 85°06'00" W, ALONG THE NORTH LINE OF SAID SECTION 13, 410.44 FEET TO THE POINT-OF-BEGINNING; THENCE S 02°14'28" E, 128.25 FEET; THENCE S 02°14'28" E, 128.25 FEET; THENCE N 87°45'32" W, 140.00 FEET; THENCE S 02°14'28" W, 20.93 FEET; THENCE N 87°45'32" W, 211.00 FEET; THENCE S 02°14'28" W, 130.11 FEET; THENCE N 87°45'32" W, 270.07 FEET; THENCE S 02°14'28" W, 130.57 FEET; THENCE N 87°45'32" W, 69.98 FEET; THENCE S 02°14'28" W, 42.42 FEET; THENCE N 87°45'32" W, 119.09 FEET; THENCE S 02°14'28" W, 204.45 FEET; THENCE N 87°45'32" W, 88.19 FEET; THENCE S 02°14'28" W, 282.88 FEET; THENCE N 87°45'32" W, 139.77 FEET; THENCE S 02°14'28" W, 268.00 FEET; THENCE N 87°45'32" W, 268.00 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE S 02°14'28" W, 268.00 FEET, TO THE POINT-OF-BEGINNING; THENCE N 87°45'32" W, 268.00 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE S 02°14'28" W, 1271.69 FEET, ALONG SAID NORTH LINE TO THE POINT-OF-BEGINNING; THE PUBLIC ON ELLSWORTH ROAD, SUBJECT TO THE RIGHTS OF THE PUBLIC, BEING 1 THROUGH 47, CONTAINING 47 LOTS, NUMBERED 1 THROUGH 47, BOTH INCLUSIVE, CONTAINS 1,090,171 SQUARE FEET OF 25.039 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN PLACED ON THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 128 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND

FER 15, 1994
DATE OF CERTIFICATION

GREG L. ASH SURVEYOR, INC.
364 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48179
(313) 418-9800

LANDTECH, INC.
1511 S. UNIVERSITY AVE.
ANN ARBOR, MI 48106-1511
(313) 485-3333

Proprietor's Certificate

CRYSTAL CREEK LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY JOANNA CONSTRUCTION COMPANY, INC., GENERAL PARTNER, AS PROPRIETOR, HAS CAUSED THIS PLAT TO BE SURVEYED, DEDGED, MAPPED AND DEPOSITED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THAT CRYSTAL CREEK PARK IS A PRIVATE PARK FOR STORM WATER RETENTION, SURFACE DRAINAGE AND WETLAND PROTECTION DEDICATED TO THE LOT OWNERS OF THIS PLAT; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THIS PLAT THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ELLSWORTH ROAD FROM LOTS 1 THROUGH 12 AND LOT 47.

Nadeca Lubbe
WITNESS
FRANK JOHNA, PRESIDENT

Gary S. Johns
WITNESS
GARY S. JOHNS, EXECUTIVE VICE PRESIDENT

Acknowledgement

COUNTY OF WASHTENAW

PERSONALLY CAME BEFORE ME THIS 15th DAY OF FEBRUARY, 1994, FRANK JOHNA, PRESIDENT AND GARY S. JOHNS, EXECUTIVE VICE PRESIDENT, OF JOHNA CONSTRUCTION COMPANY, INC., GENERAL PARTNER OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO BE KNOWN TO BE SUCH GENERAL PARTNER OF SAID LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP BY ITS AUTHORITY.

Carol E. Payne
NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES 12/5/94

Michigan Notary Public Commission Expires 12/5/94

Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

3084 PAGE 549

LANDTECH
1933
(313) 445-2142
Fax: (313) 445-2147

Proprietor's Certificate
MAPLE GROUP II LIMITED PARTNERSHIP A MICHIGAN LIMITED PARTNERSHIP HAS ORGANIZED AND GENERAL PARTNERSHIP UNDER THE LAWS OF THE STATE OF MICHIGAN BY SAUNDOR DEVELOPMENT CORPORATION, GENERAL PARTNER, AS PROPRIETOR, HAS CAUSED THE LAND AND THAT THE STREETS DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THAT CRYSTAL CREEK PARK IS A PRIVATE PARK FOR STORM, WATER RETENTION, SURFACE DRAINAGE AND WETLAND PROTECTION EASEMENTS TO THE USE OF THE LOT OWNERS OF THIS PLAT. THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THIS PLAT. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ELLSWORTH ROAD FROM LOTS 1 THROUGH 12 AND LOT 17.

[Signature]
SAMUEL N. BLUMENSTEIN, PRESIDENT
SAUNDOR DEVELOPMENT CORPORATION
1001 ORCHARD LAKE ROAD
WEST BLOOMFIELD, MI 48322

[Signature]
SAMUEL N. BLUMENSTEIN,
LIMITED PARTNER

[Signature]
WITNESS
MADEA A. WENBE

[Signature]
WITNESS
PAUL A. WEIR

Acknowledgement

STATE OF MICHIGAN
COUNTY OF WASHTENAW
PERSONALLY CAME BEFORE ME THIS 15th DAY OF FEBRUARY 1994
SAMUEL N. BLUMENSTEIN, OF SAUNDOR DEVELOPMENT CORPORATION, GENERAL PARTNER OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH GENERAL PARTNER OF SAID LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP BY ITS AUTHORITY

[Signature]
NOTARY PUBLIC, WASHTENAW COUNTY, MICHIGAN
MY COMMISSION EXPIRES: _____

Surveyor's Certificate

I, GREG L. ASH, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DRAINED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWN 3, SOUTH, RANGE 6, EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN;
1. 87°08'00" W, ALONG THE NORTH LINE OF SAID SECTION 13, 410.44 FEET TO THE POINT-OF-BEGINNING;
THENCE S 07°14'28" W, 124.23 FEET;
THENCE S 11°00'41" E, 124.50 FEET;
THENCE S 07°14'28" W, 145.00 FEET;
THENCE N 87°49'32" W, 20.95 FEET;
THENCE S 07°14'28" W, 211.00 FEET;
THENCE N 87°49'32" W, 124.50 FEET;
THENCE S 07°14'28" W, 270.07 FEET;
THENCE N 87°49'32" W, 130.57 FEET;
THENCE S 07°14'28" W, 68.96 FEET;
THENCE N 87°49'32" W, 42.42 FEET;
THENCE N 87°49'32" W, 207.00 FEET;
THENCE N 02°08'00" E, 282.84 FEET;
THENCE N 87°49'32" W, 130.77 FEET;
THENCE S 87°54'00" W, 298.00 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 13, 108.03 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 13;
THENCE N 02°08'00" E, ALONG SAID EAST LINE, 127.18 FEET, ALONG SAID NORTH LINE A POINT ON THE NORTH LINE OF SAID SECTION 13;
THENCE S 85°08'00" E, 127.18 FEET, ALONG SAID NORTH LINE TO THE POINT-OF-BEGINNING, THE PUBLIC ON ELLSWORTH ROAD, CONTAINING 47 LOTS, NUMBERED 1 THROUGH 17, BOTH INCLUSIVE, AND 1 PRIVATE PARK, CONTAINING 108,071 SQUARE FEET OF 25,039 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.
THAT THE REQUIRED MONUMENTS AND 10' MARKERS HAVE BEEN LOCATED IN THE GROUND OR SURVEY HAS BEEN DEPOSITED WITH THE JUDICIAL CLERK AS REQUIRED BY SECTION 125 OF THE ACT.
THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.
THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

[Signature]
GREG L. ASH, SURVEYOR, INC.
1001 W. MAIN ST.
BENTON, MICHIGAN 48170
(517) 446-7430

[Signature]
MADEA A. WENBE, VICE PRESIDENT
LAND TECH, INC.
5335 NORTH WOODWARD
SUITE 150
BLOOMFIELD HILLS, MICHIGAN 48304
1810 845 5242



FEB 15 1994
DATE OF CERTIFICATION

"Crystal Creek Sub. No. 1"

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

County Treasurer's Certificate

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING January 15, 1994, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Nancy Davis
NANCY DAVIS, WASHTENAW COUNTY TREASURER

County Drain Commissioner's Certificate

APPROVED ON 2/2/94, 1994, AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1987 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF WASHTENAW.

Jane A. Borczyk
JANE A. BORCZYK, DRAIN COMMISSIONER

County Road Commissioner's Certificate

APPROVED ON 2/2/94, 1994, AS COMPLYING WITH SECTION 183 OF ACT 288, P.A. 1987 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF WASHTENAW COUNTY.

Meriam Koch
MERIAM KOCH, CHAIR

Frank Vogel
FRANK VOGEL, VICE CHAIR
Norman Kennedy
NORMAN KENNEDY, MEMBER

Certificate of Municipal Approval

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF PITTSFIELD TOWNSHIP, MEETING HELD January 28, 1994, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. OF 1987, AND WITH THE WASHTENAW COUNTY DEPARTMENT OF HEALTH APPROVED 1997, SECONDARY PLAT ON DECEMBER 20, 1993, SURVEY OF PUBLIC SEWER AND WITH PITTSFIELD TOWNSHIP TO INSURE THE INSTALLATION OF PUBLIC SEWER AND PUBLIC WATER SERVICES. ALSO, ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN ONE YEAR FROM THE ABOVE DATE.

Jerry R. Peck
JERRY R. PECK, CLERK

County Plat Board Certificate

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE WASHTENAW COUNTY PLAT BOARD ON 2/2/94, 1994, AS BEING IN COMPLIANCE WITH ALL THE PROVISIONS OF ACT 288, P.A. 1987, AND THE PLAT BOARDS APPLICABLE RULES AND REGULATIONS.

MARY EDHÖR, CHAIRMAN, BOARD OF COMMISSIONERS

PEGGY HAINES, COUNTY CLERK, REGISTER OF DEEDS

NANCY DAVIS, COUNTY TREASURER

Recording Certificate

STATE OF MICHIGAN
COUNTY OF WASHTENAW
THIS PLAT WAS RECEIVED FOR RECORD ON THE 2/2/94 DAY OF February 1994, AT 10:00 O'CLOCK, AND IS RECORDED IN 1000 OF 1000 PLAT, PAGES

PEGGY HAINES, CLERK, REGISTER OF DEEDS

3084 PAGE 550

LANDTECH
133 S. Woodward Ave., Suite 138
Ann Arbor, MI, 48106
(313) 460-3342
Fax (313) 447-0737

RECORDED
WASHTENAW COUNTY, MI

JUL 14 11 14 AM '94

CLERK OF THE REGISTER

ESTABLISHMENT OF A COUNTY DRAINAGE DISTRICT
CHAPTER 18, SECTION 280.433, P.A. 40 OF 1956

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, A.D., 1994, by and between JANIS A. BOBRIN, Washtenaw County Drain Commissioner, acting for and on behalf of the Crystal Creek DRAINAGE DISTRICT (P.O. Box 8645, Ann Arbor, MI 48107) of the County of Washtenaw, State of Michigan, a public body corporate, hereinafter referred to as the DISTRICT, Party of the First Part, and Crystal Creek Limited Partnership 1533 N. Woodward Ave., Suite 333, Bloomfield Hills, Michigan 48304 Party of the Second Part, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, Michigan, as amended, The Drain Code, authorizes the Drain Commissioner to enter into an agreement with a landowner and developer, if any, to establish an existing private drain which was constructed by the landowner or developer to service an area on his or her own land as a County or Intercounty Drain; and

WHEREAS, JANIS A. BOBRIN, Washtenaw County Drain Commissioner, acting on behalf of the Crystal Creek DRAINAGE DISTRICT, will have under her jurisdiction the Crystal Creek DRAIN; and

WHEREAS, the DRAIN COMMISSIONER, through and by the DISTRICT, will be in charge of the operation and maintenance of the Crystal Creek DRAIN to service lands in the Crystal Creek DRAINAGE DISTRICT; and

WHEREAS, the Crystal Creek DRAIN will be a County Drain located in the Township of Pittsfield; and

WHEREAS, the DEVELOPER has provided storm drainage for the lands comprised within the Crystal Creek Drainage District, which are also described as follows:

Beginning at the North 1/4 corner of Section 13, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan; thence South 0 degrees 09 minutes West 2057.63 feet along the North and South 1/4 line to the North line of I-94 right-of-way; thence North 87 degrees 30 minutes 50 seconds West 1622.69 feet along the North line of I-94 right-of-way; thence North 0 degrees 09 minutes East 2067.63 feet to the North line of the Section; thence South 87 degrees 09 minutes 40 seconds East 1623.13 feet along the North line of the Section to the North 1/4 post and Place of Beginning, except the North 60 feet.

WHEREAS, the DEVELOPER further understands that as the freesholder and owner of the lands included in this Agreement in the Township of Pittsfield in which said Crystal Creek DRAIN and the lands to be drained thereby are located, that these above described lands known as the "Crystal Creek Drainage District" will be subject to assessments for the cost of construction, operation, inspection and maintenance of the DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, are in the Crystal Creek DRAINAGE DISTRICT; and

WHEREAS, the DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish his or her private drain as a County Drain; and

WHEREAS, the DEVELOPER has agreed to assume the total cost of said improvements; and

WHEREAS, a certificate has been obtained from a registered professional engineer retained by the DEVELOPER to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service which the outlet presently provides;

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

1. The DISTRICT agrees to establish the Crystal Creek DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the DEVELOPER.
2. The stormwater drainage facilities of the Crystal Creek DRAIN shall be constructed under the supervision, direction and control of the DISTRICT according to plans, specifications and project designs approved by the DISTRICT and on file in the Office of the Washtenaw County Drain Commissioner.

3. The DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:

- a. Administrative Fees for the establishment of the Crystal Creek DRAIN, computed as the greater of one percent (1.00%) of the estimated construction costs of the Crystal Creek DRAIN, or a minimum of \$1,000.00.
- b. Actual expenses incurred by the DISTRICT for inspection of the construction of the Crystal Creek DRAIN.
- c. A construction contingency item computed as a percent of the construction cost as determined by the DISTRICT but not to exceed five percent (5%) for projects over \$100,000 or 10% for projects less than \$100,000; PROVIDED, should any balance remain in the contingency fund, such balance shall be refunded to the DEVELOPER upon the following terms and conditions:
 - (1) A period of one year shall expire after final acceptance of the project by the DISTRICT at which time the DEVELOPER shall request that the DISTRICT make a final inspection.
 - (2) The DISTRICT shall proceed with final inspection of the project, and following such inspection, the DISTRICT shall make the necessary correction of any defects on the project payable out of contingency funds. At such time as the corrections have been completed by the DISTRICT, the DEVELOPER shall file with the DISTRICT a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he or she shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment. The Contractor shall also submit a Contractor's Declaration and Affidavit. The remaining contingency balance may then be refunded to the DEVELOPER.
- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2500.00.

The DEVELOPER's cost to the DISTRICT to establish the Crystal Creek DRAIN, incidental of actual construction expenses, is hereby determined as follows:

| | |
|---|--------------|
| (1) Administrative Fees | \$ 513.74 |
| (2) Estimated Inspection (2-4% of project cost; unused monies to be returned to the DEVELOPER. DEVELOPER may secure services of a certified professional engineer for inspection; in such cases, inspection procedures and schedule must be approved by the Office of the Washtenaw County Drain Commissioner.) | \$ 2,027.48 |
| (3) Contingency (10% for projects under \$100,000; 5% for projects over \$100,000) | \$ 7,568.70 |
| (4) Permanent Maintenance Fund | \$ 2,500.00 |
| Total Cost | \$ 14,609.92 |

4. The DEVELOPER shall forthwith deposit said Balance Due with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.
5. The DEVELOPER shall provide the Washtenaw County Drain Commissioner and/or the DISTRICT with a Bond or Letter of Credit in the sum of 100% of the construction cost of the Crystal Creek DRAIN, to remain in effect until final acceptance of the project by the DISTRICT.
6. It is agreed that the DEVELOPER shall convey to the DISTRICT a map and description of the drainage district and such easement and Rights-of-Way as may be necessary to accomplish the purposes herein set forth and do so without charge therefor.
7. The DEVELOPER further agrees to provide, without charge, one (1) set of reproducible mylar "Record Drawings" of the drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.
8. The DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy of the Master Deed Agreement, as recorded with the Washtenaw County Clerk/Registrar of Deeds (for condominium developments).
9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the Crystal Creek DRAIN and use thereof may be made by the 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, for construction, improvements and/or maintenance of the Crystal Creek DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.

- 10. It is agreed that the Drain Commissioner's maintenance of these drainage facilities shall be consistent with the Drain Commissioner's normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.
- 11. This Agreement shall become effective upon its execution by the DEVELOPER and by the DISTRICT 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 their duly authorized officers as of the day and year first above written.

WITNESSES:

Amy Marcum
Amy Marcum
Pamela Wright
Tamela Wright

Amy Goode
 Amy E. Goode aka Amy Goale
Kathryn Siller
 Kathryn Siller

Crystal Creek DRAINAGE DISTRICT, County of Washtenaw, State of Michigan, acting as its governing body, the Washtenaw County Drain Commissioner

JANIS A. BOBRIN
 Washtenaw County Drain Commissioner

Crystal Creek Limited Partnership
 1533 N. Woodward Ave., Ste. 333, Bloomfield Hills, MI 48304

By: Gary Steven Jonna
 Gary Steven Jonna
 Executive Vice President
 Jonna Construction Co.
 General Partner
 Crystal Creek Limited Partnership

Drainage District Applicant Information Sheet

The following are the sole owners of the following lands:

| <u>Tax Code Number</u> | <u>Parcel Number</u> |
|-------------------------|---------------------------|
| 38-2901291 JKN Partners | 12-13-200-002 00001-AA |
| | 12-13-200-001 00001-AA |

located in Section 13 of Pittsfield Township,
County of Washtenaw, State of Michigan, which encompasses the
lands in the proposed Crystal Creek Drainage District.

Following are the names and addresses of all persons who are
required to sign the final plat or master deed agreement as
proprietors:

Frank Jonna President
Jonna Construction Co.
1533 N. Woodward Ave., Suite 333, Bloomfield Hills, MI 48304

Gary Steven Jonna Executive Vice President
Jonna Construction Co.
1533 N. Woodward Ave., Suite 333, Bloomfield Hills, MI 48304

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 1st day of June A.D., 1994
before me, a Notary Public in and for said County, appeared
Gary Steven Jonna to me
personally known, who being duly sworn did say that s/he is the
Executive Vice President of Jonna Construction Company,
a General Partner of Crystal Creek Ltd. Partnership that said instrument was
signed in behalf of said Limited Partnership by authority of its
Board of Directors and the said Limited Partnership
acknowledged said instrument to be the free act and deed of said
Limited Partnership.

Glenn J. Staley
Notary Public,
Oakland County, Michigan
My Commission Expires: 4/16/98



This instrument drafted by:

ROBERT E. GUENZEL
Harris, Guenzel & Meier
121 W. Washington, Suite 300
Ann Arbor, Michigan

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

On this 1st day of June A.D., 1994
before me, a Notary Public in and for said County, appeared JANIS
A. BOBRIN, Washtenaw County Drain Commissioner, to me personally
known to be the person described in and who executed the
foregoing instrument and acknowledged the same to be her free act
and deed.

David P. Gue
David P. Gue Notary Public
Washtenaw County, Michigan
My Commission Expires: June 10, 1996

When recorded, please return to:

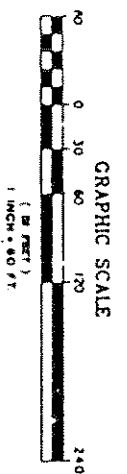
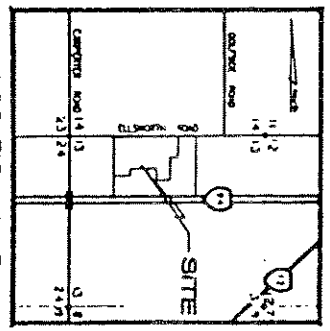
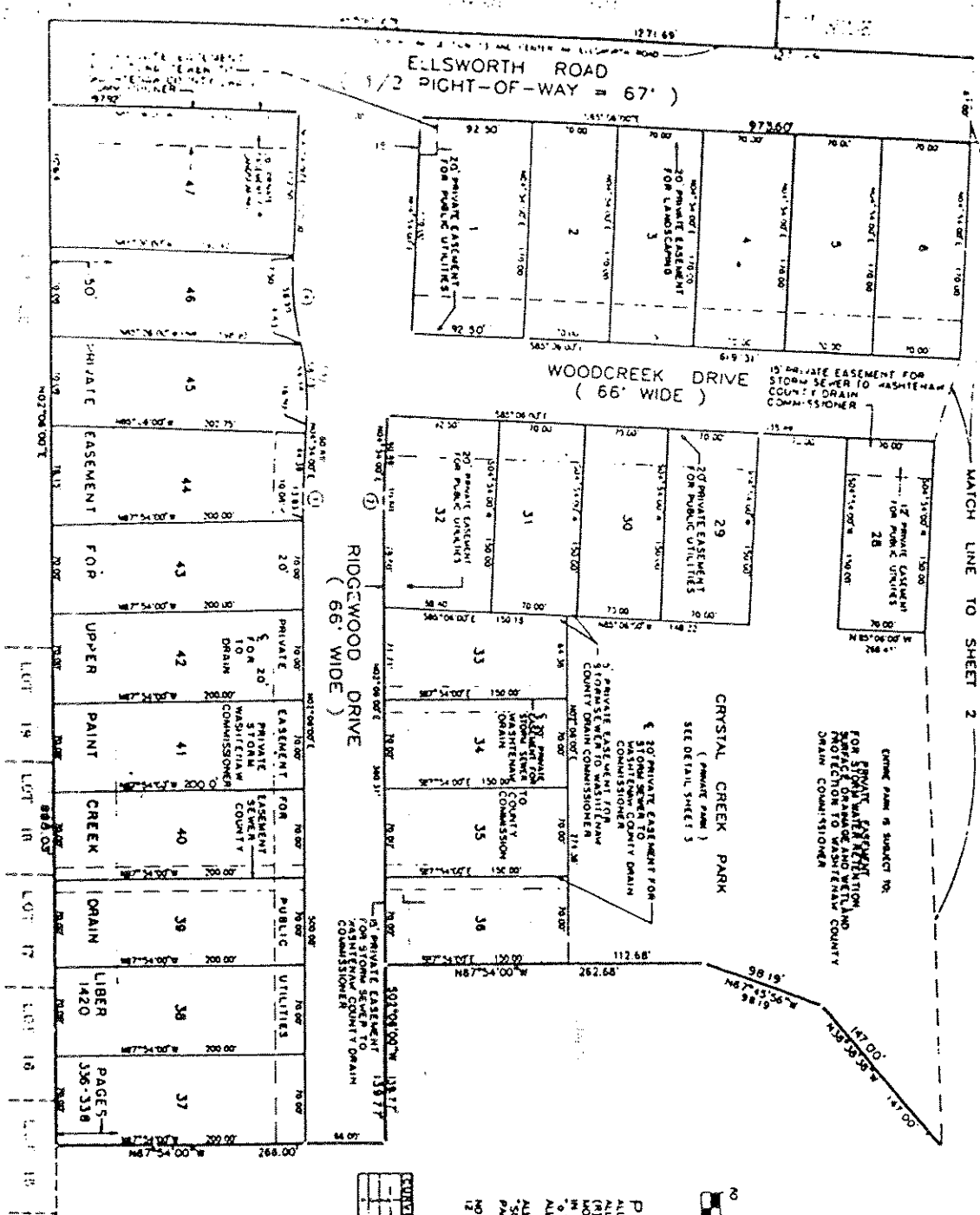
Washtenaw County Drain Commissioner
P.O. Box 8645
Ann Arbor, MI 48107

11/22/55
 200 00 00 00
 71 00 00 00
 71 00 00 00

Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

LBER 39 PAGE 94 SHEET 1 OF 6



PLAT LEGEND
 ALL DIMENSIONS ARE SHOWN IN FEET.
 ALL CURVATURE DIMENSIONS ARE SHOWN ALONG THE ARC.
 (N) = NORTH, (S) = SOUTH, (E) = EAST, (W) = WEST.
 ALL DIMENSIONS OF SPACES AND DISTANCES ARE SHOWN IN FEET.
 ALL DIMENSIONS OF SPACES AND DISTANCES ARE SHOWN IN FEET.
 ALL DIMENSIONS OF SPACES AND DISTANCES ARE SHOWN IN FEET.
 ALL DIMENSIONS OF SPACES AND DISTANCES ARE SHOWN IN FEET.
 ALL DIMENSIONS OF SPACES AND DISTANCES ARE SHOWN IN FEET.

CURVE DATA

| STATIONING | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE |
|------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|
| 1+00.00 | N 89° 57' 12" E | 100.00 | S 89° 57' 12" W | 100.00 | N 89° 57' 12" E | 100.00 | S 89° 57' 12" W | 100.00 |
| 1+100.00 | N 89° 57' 12" E | 100.00 | S 89° 57' 12" W | 100.00 | N 89° 57' 12" E | 100.00 | S 89° 57' 12" W | 100.00 |

CONTRACTORS SUBDIVISION
 FIGURE 9 PAGE 51

Ray A. Lee

RAY A. LEE
 ENGINEER
 NO. 28408
 STATE OF MICHIGAN

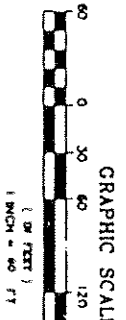
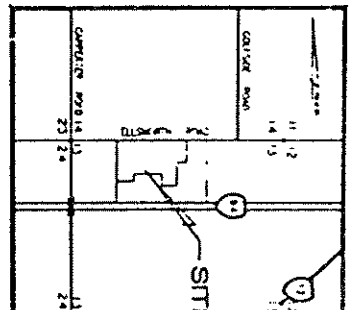
LANOTECH
 333 W WOODLAND
 BLOOMFIELD HILLS
 (313) 645-5241
 (313) 645-0237

LIBER 27 PAGE 2

Crystal Creek Sub. No. 1

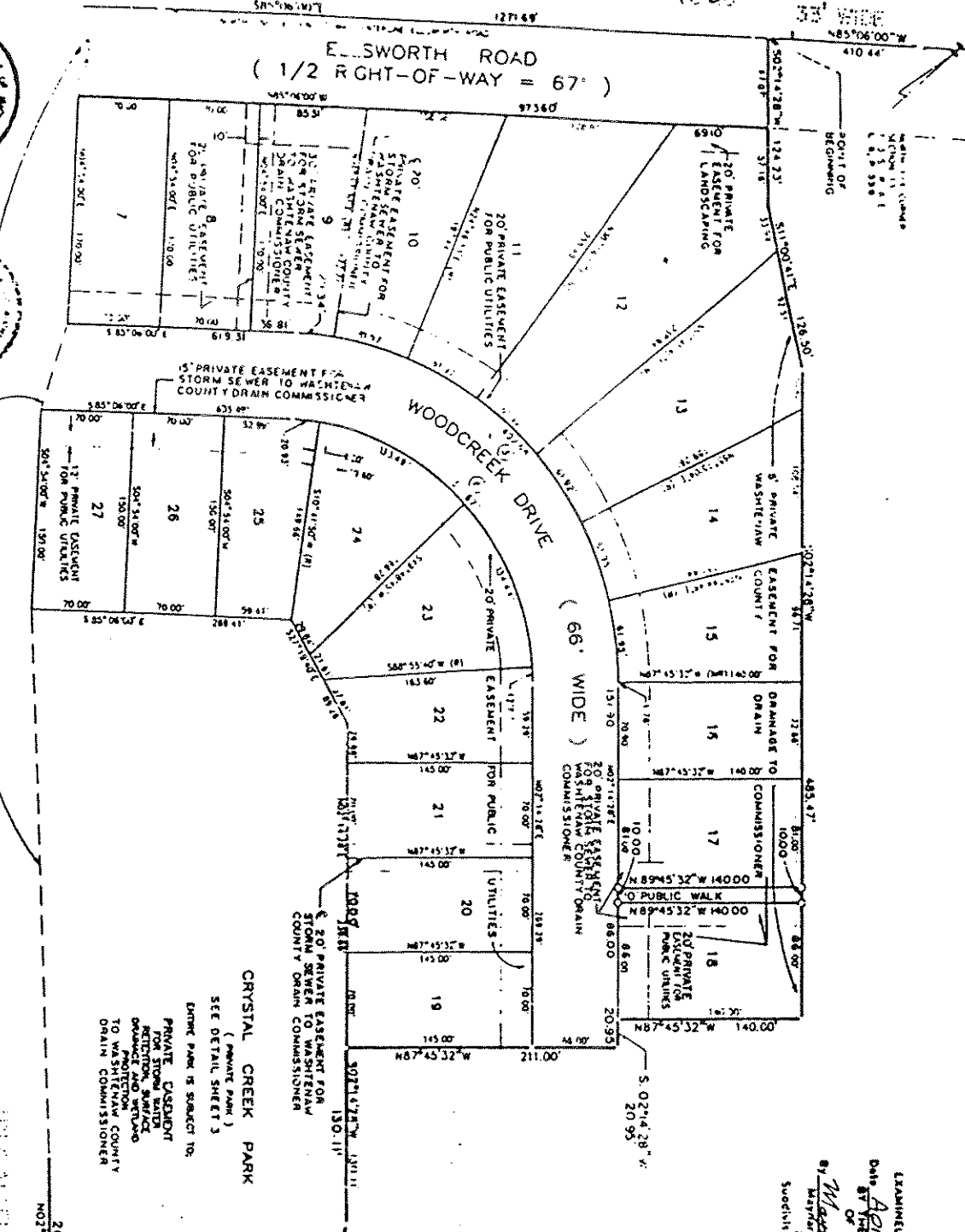
PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITSFIELD TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

EXAMINED AND APPROVED
DATE April 12, 1995
BY THE DEPARTMENT
OF COMMERCIAL
LANDS
Michael R. [Signature]
Michigan State Surveyor
Sudichison Central Unit



PLAT LEGEND
ALL DIMENSIONS ARE SHOWN IN FEET.
ALL CURVE RADIUS DIMENSIONS ARE SHOWN ALONG THE ARC.
(R) DENOTES RADIAL (AND) DENOTES NON-RADIAL. EXISTED
DIMENSIONS OF NON RADIALS 1/2" FROM 1/2" POINTS MARKED
IN CONCRETE 4" IN DIAMETER ARE AT ALL POINTS MARKED
ALL LOT MARKERS ARE 1/2" HIGH BARS AND ARE 18" LONG.
ALL BEARINGS ARE IN RELATION TO:
SOUWERS SUBVISION AS RECORDED IN LIBER 9 OF PLATS
SHEETERS SUBVISION AS RECORDED IN LIBER 9 OF PLATS
PAGE 51, WASHTEENAW COUNTY RECORDS.
NO QUICET ACC044 IS ALLIUMED FROM 1018
THROUGH 12 AND LOT 47 ON D10 ELLAWORTH
ROAD.
312' RADIUS
270.07'

CRYSTAL CREEK PARK
(PRIVATE PARK)
SEE DETAIL SHEET 3
PRIVATE PARK IS SUBJECT TO:
PRIVATE EASEMENT
FOR STORM WATER
RETENTION, SURFACE
DRAINAGE AND RETURN
TO WASHTEENAW COUNTY
DRAIN COMMISSIONER



CURVE DATA

| STATION | CHORD BEARING | CHORD LENGTH | CURVE BEARING | CURVE LENGTH | RADIUS |
|---------|------------------|--------------|------------------|--------------|--------|
| 1 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 2 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 3 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 4 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 5 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 6 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 7 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 8 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 9 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 10 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 11 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 12 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 13 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 14 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 15 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 16 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 17 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 18 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 19 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 20 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 21 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 22 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 23 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 24 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 25 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 26 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |
| 27 | S 101° 14' 30" W | 100.00 | S 101° 14' 30" W | 100.00 | 100.00 |

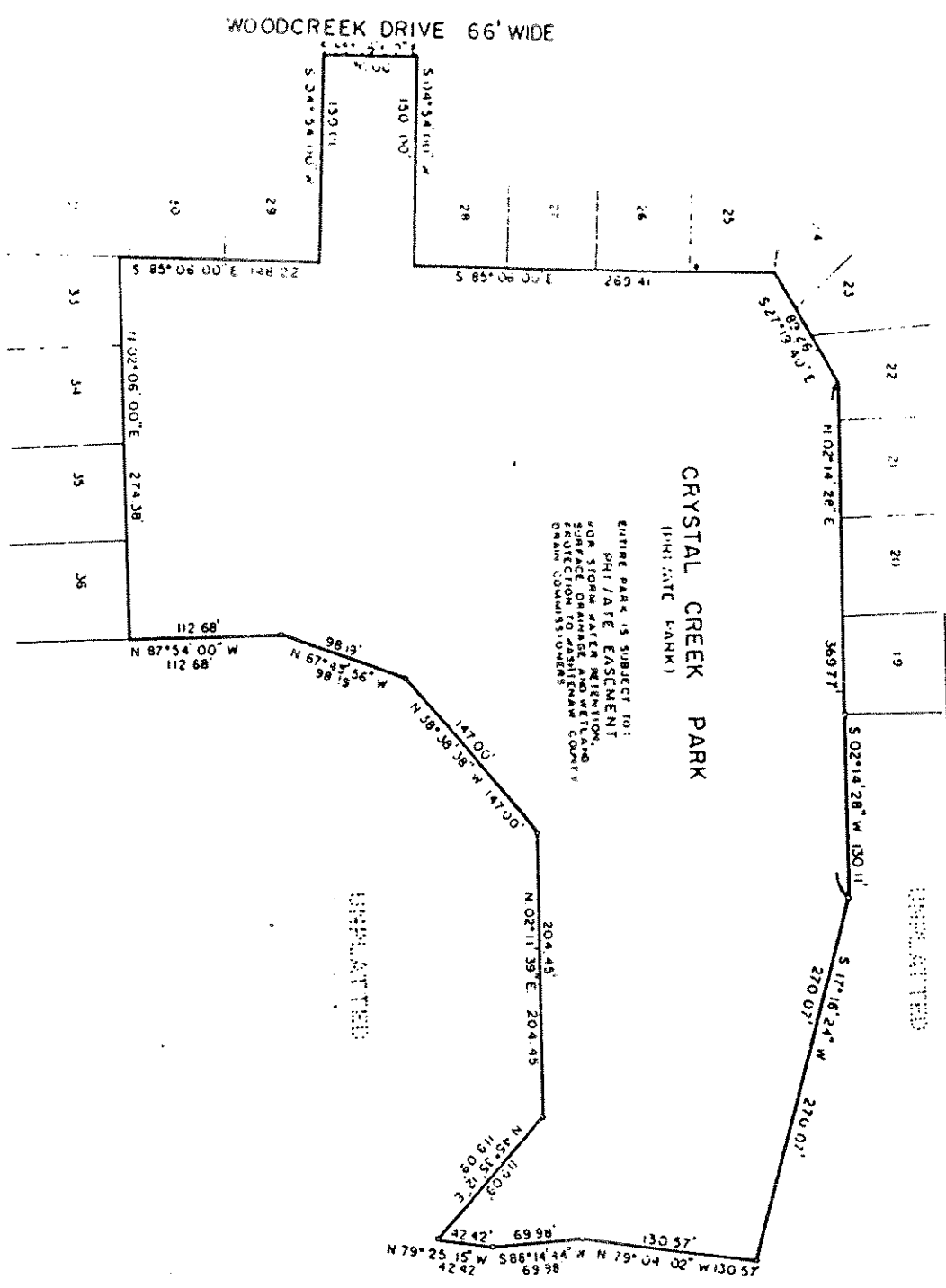
LANDTECH
1311 WESTLAND AVE.
ANN ARBOR, MI 48106
PH: 734-769-4400
FAX: 734-769-4401
WWW.LANDTECH.COM

3111 N.W. 1/4

Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

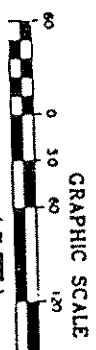
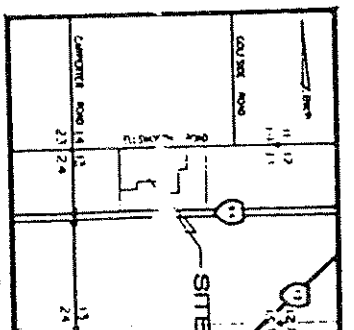
PARK DETAIL



ENTIRE PARK IS SUBJECT TO:
 PHILADELPHIA EASEMENT
 FOR STORM WATER RETENTION,
 SURFACE DRAINAGE AND WETLAND
 PROTECTION TO WASHTEENAW COUNTY
 DRAIN COMMISSION'S USE

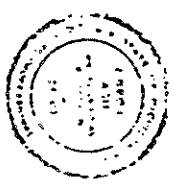
GENERAL NOTES

LOCATION MAP



GENERAL NOTES

PLAT LEGEND
 ALL DIMENSIONS ARE SHOWN IN FEET
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC
 (PROVIDES RADIAL DIMENSIONS OF IRON BARS 1/2" AND 3/8" LONG ENCASED IN CONCRETE, 4" IN DIAMETER, ARE ALL POINTS MARKED "O"
 ALL LOT MARKERS ARE 1/2" MON BARS AND ARE 18" LONG
 ALL BEARINGS ARE IN RELATION TO "SUNNERS" SUBDIVISION AS RECORDED IN LIBER 9 OF PLAT PAGE 51, WASHTEENAW COUNTY RECORD.
 NO DIRECT ACCESS IS ALLOWED FROM LOTS THROUGH 12 AND 47 ONTO ELLSWORTH



Manuel A. ...

TECH
 ...
 ...

Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E. PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Surveyor's Certificate

I, GREG L. ASH, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAN DESCRIBED AS FOLLOWS: CRISTAL CREEK SUBDIVISION NO. 1, PART OF THE NORTHWEST 1/4 OF SECTION 13, T. 3 S., R. 6 E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 13, TOWN 3, SOUTH, RANGE 6, EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N 85°06'00" W, ALONG THE NORTH LINE OF SAID SECTION 13, 410.44 FEET TO THE POINT-OF-BEGINNING;

THENCE S 07°44'26" W, 124.23 FEET;

THENCE S 17°00'41" E, 126.50 FEET;

THENCE S 07°44'26" W, 483.47 FEET;

THENCE N 87°45'37" W, 140.00 FEET;

THENCE S 07°44'26" W, 20.95 FEET;

THENCE N 87°45'37" W, 211.00 FEET;

THENCE S 07°44'26" W, 220.07 FEET;

THENCE S 17°00'41" E, 200.57 FEET;

THENCE N 79°04'02" W, 203.57 FEET;

THENCE S 08°44'44" W, 69.86 FEET;

THENCE N 72°25'15" W, 124.23 FEET;

THENCE N 07°44'26" E, 204.45 FEET;

THENCE N 36°28'32" E, 147.00 FEET;

THENCE N 87°45'37" W, 98.19 FEET;

THENCE S 07°06'00" W, 282.68 FEET;

THENCE S 87°06'00" W, 139.77 FEET;

THENCE S 87°06'00" W, 286.00 FEET, TO A POINT ON THE EAST LINE OF "SQUAVERS SUBDIVISION" AS RECORDED ON UBER 9 OF PLATS, PAGE 51, WASHTENAW COUNTY RECORDS;

THENCE N 07°06'00" E, ALONG SAID EAST LINE, 868.03 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 13;

THENCE S 85°06'00" E, 1271.69 FEET, ALONG SAID NORTH LINE TO THE POINT-OF-BEGINNING;

SUBJECT TO THE RIGHT OF THE PUBLIC ON ELLSWORTH ROAD, CONTAINING 47 LOTS, NUMBERED 1 THROUGH 47, BOTH INCLUSIVE, CONTAINING 1,090,771 SQUARE FEET OF 25.039 ACRES, CONTAINING PRIVATE PARK.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAN BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT BEING, THAT IN A CURRENT REPERMUTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY SECTION 129 OF THE ACT.

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT.

THAT THE BEARINGS SHOWN ON THE PLAN ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

Proprietor's Certificate

CRYSTAL CREEK LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY JONNA CONSTRUCTION COMPANY, INC., GENERAL PARTNER, AS PROPRIETOR, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DESIGNATED AS REPRESENTED ON THIS PLAN AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THAT CRYSTAL CREEK PARK IS A PRIVATE PARK FOR THE USE OF THE LOT OWNERS OF THIS PLAN AND OUTSIDE CRYSTAL CREEK PLAT PHASES; THAT THE LOT OWNERS OF THIS PLAN AND OUTSIDE CRYSTAL CREEK PLAT PHASES, WILL FOR THE USE OF THE PUBLIC;

THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THIS PLAN; THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ELLS WORTH ROAD FROM LOTS 1 THROUGH 12 (ALL NORTH WOODWARD, SUITE 313 1311 NORTH WOODWARD, SUITE 313 BLOOMFIELD HILLS, MI 48304 LP NO. U7-268 DATED NOVEMBER 1, 1993 BY JONNA CONSTRUCTION COMPANY, INC., GENERAL PARTNER

FRANK JONNA, PRESIDENT

Vader A. Wehbe
 WITNESS
 MADER A. WEHBE

Frank Jonna
 WITNESS
 FRANK JONNA, PRESIDENT

Acknowledgment

STATE OF MICHIGAN)
 COUNTY OF (OAKLAND))

PERSONALLY CAME BEFORE ME THIS 16TH DAY OF FEBRUARY, 1994, FRANK JONNA, PRESIDENT AND GARY S. JONNA, EXECUTIVE VICE PRESIDENT, OF JONNA CONSTRUCTION COMPANY, INC., GENERAL PARTNER, OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH PARTNER AS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

Carol E. Gayne
 CAROL E. GAYNE
 NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN
 MY COMMISSION EXPIRES: 12-31-94

Feb 15, 1994
 DATE OF CERTIFICATION

Greg L. Ash
 GREG L. ASH, SURVEYOR, INC.
 864 SOUTH MAIN STREET
 PLYMOUTH, MICHIGAN 48170
 (313) 416-9650

Vader A. Wehbe
 MADER A. WEHBE, PRESIDENT
 NO. 58823

LANDTECH, INC.
 1533 NORTH WOODWARD
 SUITE 130
 BLOOMFIELD HILLS, MICHIGAN 48304
 (810) 645-8242



Crystal Creek Sub. No. 1

PART OF THE NORTHWEST 1/4
OF SECTION 13, T. 3 S., R. 6 E.
PITTSFIELD TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

Proprietor's Certificate

MARLE GROUP II LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP, MAY ORGANIZED AND EXISTING UNDER THE LAWS OF MICHIGAN BY SAMUEL M. BLOOMSTEIN, PRESIDENT OF BLOOMSTEIN CORPORATION, GENERAL PARTNER, AS PROPRIETOR, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED AND DEDICATED AS REPRESENTED ON THIS PLAN AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THAT CRystal Creek Park is a private park for the use of the lot owners of this plat and future crystal creek plat phases; the public walk is for the use of the public; the public walk is for the use of the public; ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THIS PLAN THERE SHALL BE NO DIRECT VEHICULAR ASSESS TO ELLSWORTH ROAD FROM LOTS 1 THROUGH 12 AND LOT 47.

MARLE GROUP II LIMITED PARTNERSHIP
7001 OAKLAND LANE SUITE 130
WEST BLOOMFIELD, MI 48322
LP NO. LIT-727 DATED JULY 21, 1994
BLOOMSTEIN DEVELOPMENT CORPORATION, GENERAL PARTNER
Samuel Bloomstein
SAMUEL M. BLOOMSTEIN, PRESIDENT
WITNESS
Carolanne Orlow
CAROLANNE ORLOW

Samuel Bloomstein
WITNESS
YANVA NEED

Proprietor's Certificate

NBD BANK, A MICHIGAN CORPORATION, ONLY ORGANIZED AND EXISTING UNDER THE LAWS OF MICHIGAN BY DANIEL J. FLYNN, SECOND VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAN AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THAT CRystal Creek Park is a private park for the use of the lot owners of this plat and future crystal creek plat phases; the public walk is for the use of the public; ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THIS PLAN THERE SHALL BE NO DIRECT VEHICULAR ASSESS TO ELLSWORTH ROAD FROM LOTS 1 THROUGH 12 AND LOT 47.

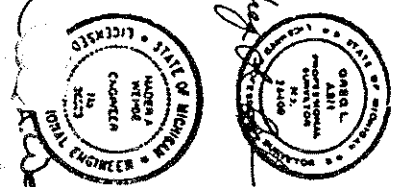
NBD BANK, N.A.
COMMERCIAL REAL ESTATE DIVISION
900 TOWER FOR SUITE 400
TROY, MI 48068
Daniel Flynn
DANIEL J. FLYNN, SECOND VICE PRESIDENT
WITNESS
Susan M. Ostrow
SUSAN M. OSTROW

Susan M. Ostrow
WITNESS
DIANA MARINO

Acknowledgement

STATE OF MICHIGAN 133
COUNTY OF OAKLAND 1
PERSONALLY CAME BEFORE ME THIS 22nd DAY OF July, 1994
SAMUEL M. BLOOMSTEIN, PRESIDENT OF BLOOMSTEIN CORPORATION, GENERAL PARTNER OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH GENERAL PARTNER OF SAID LIMITED PARTNERSHIP AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH PARTNER AS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP

Vera Spahr
VERA SPHAR
NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN
MY COMMISSION EX. PRES. MARCH 19, 1997



Acknowledgement

STATE OF MICHIGAN 133
COUNTY OF OAKLAND 1
PERSONALLY CAME BEFORE ME THIS 22nd DAY OF July, 1994
DANIEL J. FLYNN, SECOND VICE PRESIDENT OF NBD BANK, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH SECOND VICE PRESIDENT OF SAID CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID CORPORATION BY HIS AUTHORITY.

Susan Kate Rogers
SUSAN KATE ROGERS
NOTARY PUBLIC, GENESSEE COUNTY, MICHIGAN
MY COMMISSION EXPIRES AUGUST 13, 1999
ACTING IN OAKLAND COUNTY

" Crystal Creek Sub. No. 1 "

PART OF THE NORTHWEST 1/4
OF SECTION 13, T. 3 S., R. 6 E.
PITTSFIELD TOWNSHIP, WASHTEENAW COUNTY, MICHIGAN

County Treasurer's Certificate

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING June 28, 1994, INVOLVING THE LOTS INCLUDED IN THIS PLAT.

[Signature]
MAYOR L. DAVIS, WASHTEENAW COUNTY TREASURER

County Drain Commissioner's Certificate

APPROVED ON June 28, 1994, AS COMPLYING WITH SECTION 182 OF ACT 288, P.A. 1987 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF WASHTEENAW.

[Signature]
JAMES A. BOBRYN, DRAIN COMMISSIONER

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFICATE

APPROVED ON June 28, 1994, AS COMPLYING WITH ACT 288, P.A. OF 1987 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

[Signature]
C. ROBERT ADAMS, CHIEF DEPUTY DIRECTOR

County Road Commissioner's Certificate

APPROVED ON June 28, 1994, AS COMPLYING WITH SECTION 183 OF ACT 288, P.A. 1987 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF WASHTEENAW COUNTY.

[Signature]

Certificate of Municipal Approval

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF PITTSFIELD TOWNSHIP AT A MEETING HELD June 28, 1994, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. OF 1987.

SURETY HAS BEEN POSTED WITH PITTSFIELD TOWNSHIP TO INSURE THE INSTALLATION OF PUBLIC SEWER AND PUBLIC WATER SERVICES. ALSO, ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN ONE YEAR FROM THE ABOVE DATE, THAT THE TOWNSHIP HAS ADOPTED A SUBDIVISION ORDINANCE AND WAIVES THE MINIMUM LOT SIZE SPECIFIED.

[Signature]
JERRY N. PEER, CLERK

County Plat Board Certificate

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE WASHTEENAW COUNTY PLAT BOARD ON June 28, 1994, AS BEING IN COMPLIANCE WITH ALL THE PROVISIONS OF ACT 288, P.A. 1987, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

[Signature]
CHAIRMAN, BOARD OF COMMISSIONERS

[Signature]
COUNTY CLERK, REGISTER OF DEEDS

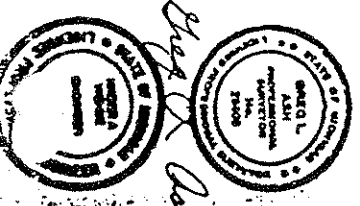
[Signature]
COUNTY TREASURER

Recording Certificate

STATE OF MICHIGAN
COUNTY OF WASHTEENAW

THIS PLAT WAS RECEIVED FOR RECORD ON THE 28th DAY OF June 1994, AT 1:55 PM, AND IS RECORDED IN LIBER OF 21 PAGE 71 OF 6

[Signature]
REGISTRY CLERK, REGISTER OF DEEDS



MEMORANDUM OF LAND CONTRACT

THIS MEMORANDUM OF LAND CONTRACT entered into this 22nd day of July, 1994 by and between CRYSTAL CREEK LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 1533 North Woodward Avenue, Suite 333, Birmingham, Michigan 48304, hereinafter referred to as "Seller" and MAPLE GROUP III LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 7001 Orchard Lake Road, Suite 130 West, Bloomfield Hills, Michigan 48322, hereinafter referred to as "Purchaser."

The Purchaser and Seller have entered into a land contract of even date herewith and they desire to enter into this Memorandum of Land Contract to give record notice of the existence of the said land contract.

In consideration of the premises and other good and valuable consideration, the Seller acknowledges and agrees that the property described below was sold to the Purchaser on land contract of even date herewith:

See Exhibit "A"

Said property being located in the Township of Pittsfield, Washtenaw County, Michigan.

The purpose of this Memorandum of Land Contract is to give record notice of the existence of the aforesaid land contract.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

Signed, Sealed, and Delivered in the Presence of:

CRYSTAL CREEK LIMITED PARTNERSHIP, a Michigan limited partnership

By: Jonna Construction Company, Inc., General Partner

By: Janet Jonna Iekas Its: Secretary

[Handwritten signature]
Mark P. [unclear]
Thomas F. [unclear]

MAPLE GROUP III LIMITED PARTNERSHIP, a Michigan limited partnership

By: Samor Development Corporation, General Partner

By: Morton L. Feldman aka M. L. Feldman Its: Chief Financial Officer

[Handwritten signature]
Mark P. [unclear]
Thomas F. [unclear]

REC'D BY HAINES COUNTY CLERK/REGISTRAR

AUG 9 11 53 AM '94

RECORDED WASHINGTON COUNTY, MD

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22nd day of July, 1994, by Janet Jonna Lekas, Secretary of Jonna Construction Company, Inc., General Partner of Crystal Creek Limited Partnership, on behalf of the Partnership.

C David Bergman
C David Bergman, Notary Public
Wayne County, Michigan
My commission expires: 7-3-95

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22nd day of July, 1994, by Morton L. Feldman, CFO of Samor Development Corporation, General Partner of Maple Group III Limited Partnership on behalf of the Partnership.

C David Bergman
C David Bergman, Notary Public
Wayne County, Michigan
My commission expires: 7-3-95

Drafted by:
Thomas F. Hatch, Esq.
ABBOTT, NICHOLSON, QUILTER,
ESSHAKI & YOUNGBLOOD, P.C.
19th Floor, One Woodward Ave.
Detroit, Michigan 48226

Return to:
Mark R. Krynski, Esq.
JAFFE, RAITT, HEUER &
WEISS, P.C.
One Woodward Avenue
Suite 2400
Detroit, Michigan 48226

32:3425

EXHIBIT "A"

LEGAL DESCRIPTION (TOTAL PARCEL)

(Parcel #12-13-200-001 & 12-13-200-002)

Part of the North 1/2 of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan being more particularly described as beginning at the North 1/4 corner of said Section 13; thence S.00 08'40"W., 1995.45 feet to point on the North line of Interstate 94 Highway; thence along said North line N.87 33'28"W., 1676.73 feet to a point on the East line of "Sommers Subdivision" as recorded in Liber 9, Page 51 of Plats, Washtenaw County Records; thence along said East line N.00 00'13"E., 2006.27 feet to a point on the North line of said Section 13, said line also being the centerline of Ellsworth Road; thence S.87 11'48"E., 1682.13 feet to the point of beginning. Contains 3,356,955 square feet or 77.065 acres and subject to any easements or restrictions of record and the rights of the people on Ellsworth Road.

502

ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION

RECEIVED
DEC 12 1997

FILED
DEC 15 1997

Km

MI Dept. of Consumer & Industry Services
Corporation, Securities & Land dev. Bureau

NON-PROFIT
ARTICLES OF INCORPORATION
OF
CRYSTAL CREEK HOMEOWNERS ASSOCIATION

Administrator
MI DEPT. OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as amended.

ARTICLE I
NAME

The name of the corporation is Crystal Creek Homeowners Association, hereinafter called the "Association".

ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to encourage and promote the highest standards of maintenance, preservation and administration for Crystal Creek Subdivision No. 1, a residential subdivision established in accordance with the Plat thereof as recorded in Liber 29 of Plats at Pages 94 through 99, and Crystal Creek No. 2, a residential subdivision established in accordance with the Plat thereof as recorded in Liber 30 of Plats at Pages 98 through 102, Washtenaw County Records (hereinafter collectively called the "Subdivision"), together with any additional residential subdivisions or developments which may be established in the future and brought within the scope of the Declaration of Restrictions for Crystal Creek Subdivision (as recorded in Liber 3143 at Pages 104 through 127, Washtenaw County Records, as heretofore and hereafter amended, and which is hereinafter called the "Declaration") and for all "Common Areas", "Lots" and "Owners" described in the Declaration and for all other properties as may be subsequently described in duly recorded amendments to the Declaration. The Association is also formed to promote the health, safety and welfare of the residents within the above described properties. In furtherance of all of the foregoing, the specific purposes of the Association are to:

- A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- B. Enforce the restrictions set forth in the Declaration for the common benefit of all Lot Owners in the Subdivision or such other subdivision of platted lots or other development as may be ultimately brought within the scope of the Declaration;
- C. Hold title to all of the Common Areas and any improvements and facilities located thereon;

Handwritten initials

SEAL APPEARS ONLY ON ORIGINAL

Handwritten numbers and scribbles at the bottom of the page

D. Cause the Common Areas to be maintained in reasonable and good condition in accordance with the nature of said Common Areas within the purposes stated in the Declaration;

E. Provide information, guidance and services to all members of the Association and to the owners of the residential areas within the Subdivision or any other areas over which the Association may subsequently acquire jurisdiction;

F. Represent all members of the Association on matters of mutual interest before all governmental and administrative bodies, boards and agencies, provided, however, that any such representation on a controversial issue shall be based on an affirmative vote or poll of a majority of all members;

G. Construct, improve and maintain (with the prior written approval of the developer of the Subdivision) recreational and other facilities in the Common Areas for the benefit of the members of the Association;

H. Establish and enforce rules and regulations for utilization of the Common Areas and improvements and facilities located thereon by members of the Association and all other lawful users and for such other purposes as are permitted under the Declaration;

I. Fix and levy against and collect from the members of the Association dues, fees, charges and assessments relative to the ordinary and regular maintenance, repair, replacement and administration of the Common Areas and for all administrative costs pertinent to the exercise of the powers and duties of the Association; further, to enforce against the members of the Association the lien to secure payment thereof as provided in the Declaration;

J. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in fulfillment of the purposes of and in connection with the lawful affairs of the Association;

K. Borrow money and mortgage, pledge, secure, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred in fulfillment of the purposes of and in connection with the lawful affairs of the Association;

L. Provide coordination and assistance to all governmental authorities having jurisdiction over fire protection, police protection and other governmental activities with respect to all property within the Subdivision and any other areas over which the Association may acquire jurisdiction;

M. Arrange and contract for any and all services necessary or desirable for the effective administration of the Subdivision including, without limitation, landscaping,

insurance coverages, snow handling, security, utilities, management and maintenance services, other professional services and any other functions on behalf of the Association and members of the Association.

N. In general, do all acts necessary to perform, enforce and administer any duties, powers and rights conferred upon the Association by the Declaration, these Articles, the Bylaws of the Association and by the members of the Association and to have and exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Act of the State of Michigan by law may now or hereafter have or exercise.

ARTICLE III REGISTERED OFFICE AND POST OFFICE ADDRESS

A. The location of the first registered office is 41116 Jo Drive, Novi, Oakland County, Michigan.

B. The post office address of the first registered office is 41116 Jo Drive, Novi, Michigan 48375.

ARTICLE IV RESIDENT AGENT

The name of the first resident agent is Anita L. Cagle.

ARTICLE V ASSETS AND FINANCING

The Association is organized as a nonprofit corporation upon a non-stock membership basis.

A. The amount of assets which the Association possesses at the time of incorporation is:

Real Property: None
Personal Property: None

B. The terms of the general plan of financing of the Association are as follows:

Assessment of members.

ARTICLE VI

INCORPORATOR

The name of the Incorporator is William T. Myers and his place of business is 1577 North Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304-2820.

ARTICLE VII

FIRST BOARD OF DIRECTORS

The names and addresses of the first Board of Directors are as follows:

| | |
|----------------------|---------------------------------------|
| Raymond L. Cousineau | 41116 Jo Drive, Novi, Michigan 48375 |
| Bradford J. Chaklos | 41116 Jo Drive, Novi, Michigan 48375 |
| Anita L. Cagle | 41116 Jo Drive, Novi, Michigan 48375. |

ARTICLE VIII

DURATION

The term of the Association's existence is perpetual.

ARTICLE IX

MEMBERSHIP AND VOTING

A. The members of the Association shall consist of (i) Tri-Mount/Crystal Creek Development Co., Inc., a Michigan corporation (the "Developer") of the Subdivision which is the successor to the declarant under the Declaration, or its duly designated successor or successors under the Declaration and (ii) all individual, single-family Lot Owners within the Subdivision and such other residential, platted subdivisions or other residential developments as may ultimately be brought within the scope of the Declaration.

B. Membership in the Association shall be established by acquisition of fee simple title or land contract vendee's interest in a Lot which is subject to the terms of the Declaration and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record or beneficial title to such Lot and the furnishing of evidence of same satisfactory to the corporation, the new owner thereby becoming a member of the Association and the membership of the prior owner thereby being terminated. The Developer's membership shall continue until no Lots remain to be created pursuant to and included within the terms of the Declaration and until the Developer no longer owns any Lots which are subject to the Declaration.

C. Except as set forth herein, no other person or entity shall be entitled to membership in the Association.

D. The separate share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Lot.

E. Voting by members shall be in accordance with the provisions of the Bylaws of the Association.

ARTICLE X
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS
AND OTHER VOLUNTEERS

No volunteer Director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a Director or officer, provided that the foregoing shall not eliminate or limit the liability of a Director or officer for any of the following: (i) breach of the Director's or officer's duty of loyalty to the corporation, its shareholders, or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the Director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of Directors or officers, then the liability of a Director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article X shall apply to or have any effect on the liability of any Director or officer of the corporation for or with respect to any acts or omissions of such Director or officer occurring prior to such amendment or repeal.

The corporation assumes the liability for all acts or omissions of a volunteer Director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE XI
BYLAWS AND AMENDMENT THEREOF

A. The Developer member of the Association shall adopt the initial Bylaws of the corporation and shall be solely entitled to amend the Bylaws until the First Annual Meeting of members of the Association has been duly held in accordance with the Bylaws. Thereafter, the members of the Association shall adopt such Bylaws as are germane to the purposes of the corporation and permitted by the laws of the State of Michigan.

B. Amendments to the Bylaws of the Association shall be adopted only in accordance with the amendatory provisions of the Bylaws.

ARTICLE XII
AMENDMENT OF ARTICLES OF INCORPORATION

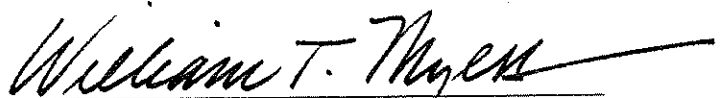
A. Amendments to the Articles of Incorporation prior to the First Annual Meeting of Members of the Association held in accordance with the Bylaws may be adopted only by the Developer Member of the Association.

B. After the First Annual Meeting has been duly held in accordance with the Bylaws, amendments to these Articles of Incorporation shall be adopted only upon the affirmative vote of the members representing 75% of all votes in the Association.

ARTICLE XIII
DISSOLUTION

A. The Association may be dissolved only upon a unanimous vote of the members.

B. Upon dissolution, the assets of the Association shall be distributed in equal shares to the members who or which own Lots.



William T. Myers, Incorporator

Dated: December 3, 1997

BH\137482.1
ID\ MHG

CRYSTAL CREEK HOMEOWNERS ASSOCIATION

BY-LAWS

ARTICLE I

ADOPTION OF DECLARATION OF RESTRICTIONS

The Declaration of Easements, Covenants and Restrictions for Crystal Creek Subdivision (herein called the "Declaration") recorded in Liber 3143, Pages 104 through 127, Washtenaw County Records, as the same has been and may be further amended from time to time, is hereby incorporated by reference and adopted in its entirety as a part of the By-laws of the Crystal Creek Homeowners Association.

ARTICLE II

DEFINITIONS

Words used in these By-laws which are defined in Article I of the Declaration shall have the same meaning as set forth in the Declaration. The word "Declarant" as used in these By-laws shall mean Tri-Mount/Crystal Creek Development Co., Inc., a Michigan corporation, its successors and assigns. The word "Subdivision" wherever appearing shall mean Crystal Creek Subdivision No. 1 and all other subdivisions brought within the scope of the Declaration by amendment thereof at any time or from time to time.

ARTICLE III

MEMBERSHIP

Each owner of a "Lot" on which a residence has been constructed in Crystal Creek Subdivision No. 1 and in any other developments of Lots, the occupants of which are entitled to use the same Common Area or Areas as the Owners of the Subdivision by virtue of the Declaration or any amendment thereto, shall simultaneously with the acquisition of title to a Lot automatically become and be a Member of the Association. The Declarant shall be and remain a Member of the Association until all Lots which are or may be benefitted by or subjected to the Declaration have been created, sold and conveyed by the Declarant. In accordance with the Declaration, each Lot Owner shall be a "Class A" Member of the Association and the Declarant and its assigns shall be the "Class B" Member(s). The Declarant, as the Class B Member, shall have 167 votes to begin (167) being the total number of proposed Lots in all Crystal Creek Subdivisions combined. Each time a new Class A Member is created by the closing of a sale of a Lot to an Owner, the number of the Declarant's Class B votes shall decrease by one. When the number of Class A Members reaches 126 (or such other number as shall constitute 75% of the total number of Lots in all Crystal Creek

subdivisions as finally determined), the First Annual Meeting of the Association shall be held in accordance with Article IV, Section 2 of these Bylaws.

ARTICLE IV

MEETINGS

Section 1. Place and Conduct of Meeting. Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-laws of the Association, or the laws of the State of Michigan.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association may be convened only by the Declarant and may be called at any time, in Declarant's sole discretion, but in no event later than sixty (60) days after the date on which 126 Lots which are benefitted by the Declaration have been created, sold and conveyed by the Declarant (or such other number of Lots have been transferred to Class A Members as shall constitute 75% of all Lots in all Crystal Creek Subdivisions as finally determined). Declarant may call meetings of Members for informative or other appropriate purposes prior to the first annual meeting of Members and no such meeting shall be construed to be the first annual meeting of the Members. The date, time and place of such first annual meeting shall be set by the Declarant and at least ten (10) days written notice thereof shall be given to each Member. Notwithstanding anything to the contrary provided above, the First Annual Meeting shall be held no later than August 17, 2002 regardless of the number of lots then sold and transferred to Class A Members. Thereafter, the annual meetings of the Members of the Association shall be called by the Board of Directors in October of each succeeding year and at least ten (10) days written notice thereof shall be given to each Member. At such meetings there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of Section 2 of Article VI of these By-laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Members presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Member of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to each Member at the address shown in the notice required to be given to the Association by each Member under Article V, Section 3 hereof shall be deemed notice served. Any

Member may, by written waiver of notice, signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. Adjournment. If any meeting of Members cannot be held because a quorum is not in attendance, the Members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No additional notice of the adjourned date of any meeting shall be required.

ARTICLE V

VOTING

Section 1. Voting. Except as limited in these By-laws, each Member shall be entitled to one (1) vote for each Lot owned in the Subdivision.

Section 2. Eligibility to Vote. No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until he or she has presented evidence to the Association of ownership of a Lot in the Subdivision. No Owner, except the Declarant, shall be entitled to vote prior to the first official annual meeting of Members convened by Declarant and held in accordance with the provisions of Article IV, Section 2 hereof. The vote of each Member may only be cast by the individual representative designated by such Member in the notice required below.

Section 3. Designation of Voting Representative. Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Lots owned by the Member, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who or which is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Lot Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy or by written ballot of twenty-five (25%) percent of the Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the By-laws or the Declaration to require a greater quorum. Cumulative voting shall not be permitted.

Section 5. Quorum at Adjourned Meetings. If a quorum is not present and the meeting is adjourned as provided in Section 5 of Article IV of these By-laws, the presence in person of twenty-five (25%) percent of the Owners qualified to vote shall constitute a quorum at such adjourned meeting.

Section 6. Voting Ineligibility. A Member who is not in good standing for failure to pay any assessments levied by the Board of Directors shall not be entitled to vote on any matter unless and until such default is fully cured.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be Members in good standing of the Association. Directors shall serve without compensation. If any Director shall at any time cease to be a Member of the Association in good standing, his or her position on the Board shall automatically be deemed to be vacant.

Section 2. Number and Terms of Directors. The first Board of Directors as selected by the Declarant shall be composed of three (3) persons and such first Board of Directors (and any successor Directors selected by the Declarant prior to the first annual meeting of Members) shall manage the affairs of the Association until a successor Board of Directors is elected at the first official annual meeting of Members of the Association convened at the time and in the manner required by these By-laws. At such first annual meeting of Members of the Association, the number of Directors shall be increased from three (3) to five (5). At that time, three (3) Directors shall be elected for a term of one (1) year, and two (2) Directors shall be elected for a term of two (2) years, and at each annual meeting of the Association held thereafter, three (3) Directors or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The term of office of each Director (except for the original Board of Directors and three of the Directors elected at the First Annual Meeting of Members) shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. No person shall be elected to serve as a Director of the Association for more than two (2) consecutive terms.

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles of Incorporation of the Association, or by these By-laws prohibited or directed to be exercised and done by the Members.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-laws or any further powers, duties or authorities which may be imposed by the Declaration, the Articles of Incorporation of the Association or by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) Management and administration of the affairs of and maintenance of the Association and the Common Areas.
- (b) Collection of assessments from the Members of the Association and use of the proceeds thereof for the purposes of the Association.
- (c) Maintaining insurance and collection of the proceeds thereof.
- (d) Rebuilding of improvements after casualty.

(e) Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.

(f) Holding title to the Common Areas and to any personal property used thereon or in connection therewith; also, if approved by at least two-thirds (66-2/3%) percent of the Members of the Association entitled to vote at a meeting called for such purpose (in accordance with Article VIIC.(1) of the Declaration), acquiring, maintaining and improving; and buying, selling, conveying, assigning, mortgaging or leasing any other real or personal property (including easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) Borrowing money and issuing evidences of indebtedness in furtherance of any or all of the purposes or the business of the Association, and securing the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of at least fifty-one (51%) percent of the Members of the Association entitled to vote at a meeting called for such purposes.

(h) Enforcing the provisions of these By-laws and the duties imposed on the Association in the Declaration, and after an assignment by the Declarant to the Association of any of Declarant's rights and powers under the Declaration, to enforce such assigned rights and powers.

(i) If it so elects, causing snow to be plowed on Subdivision streets and also on Subdivision sidewalks and maintaining lighting within public road rights of way within and abutting the Subdivision and to maintain any landscaped areas falling within or abutting public rights of way adjoining the Subdivision.

(j) Causing to be mowed any lawn areas in the Common Areas (to the extent required by the nature of the Common Areas) and providing adequate clean up on all Common Areas. Being responsible for fertilization and treatment of said Common Areas for weeds and keeping said Areas reasonable free from weeds and other noxious growths. The foregoing acts are to be performed as frequently as required to maintain a high standard of maintenance on the lands under the jurisdiction of the Association. Notwithstanding the foregoing provisions, park areas shall be maintained and preserved in accordance with the requirements of the Township of Pittsfield and any other public agency having jurisdiction and it is not intended to maintain park areas as formally as residential lawns and gardens.

(k) Performing other optional services at prices to be established by the Board and to take such other actions as voted by the Members in accordance with the Declaration and these By-laws including, without limitation, the improvement of the Common Areas.

Section 5. Adoption of Regulations. The Board of Directors shall adopt regulations respecting the use and enjoyment of the Common Areas in the Subdivision. The Board shall also adopt such other regulations as are necessary for proper maintenance and control.

Section 6. Management Agent. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to, the duties and authorities listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Declaration or by the Articles of Incorporation or by these By-laws of this Association required to be performed by or have the approval of the Board of Directors or the Members of the Association.

Section 7. Vacancies. After the official first annual meeting of the Members, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his or her predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting).

Section 8. Removal. At any regular or special meeting of the Association duly called after the official first annual meeting of Members, any one or more of the Directors may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Prior to the first annual meeting of Members, the Declarant Member of the Association may remove and/or replace any Director at any time in its sole discretion.

Section 9. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of three (3) Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any

meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 14. First Board of Directors. All of the actions (including without limitation the adoption of these By-laws and any rules and regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association or any successors thereto selected by the Declarant Member before the first annual meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors, duly elected by the Members of the Association at the first or any subsequent annual meeting of Members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Declaration and in the Articles of Incorporation or By-laws of the Association.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

Section 16. Compensation. No Director of the Association shall be paid any salary or compensation for his or her services as such for the Association.

ARTICLE VII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be Members of the Board of Directors and shall serve without compensation. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment, may be necessary. Any two officers except that of President and Vice-President may be held by one person.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon an affirmative vote of a majority of the Members of the Board of Directors, an officer may be removed with or without cause, and his or her successor elected at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the Members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither President nor Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; he or she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VIII

NOMINATING COMMITTEE

After the first official annual meeting of the Members, a Nominating Committee shall be appointed by the President each year at least one month prior to the date of the next annual meeting of the Members, which committee shall consist of those Directors whose terms of office will not be expiring at said next annual meeting of Members. The Nominating Committee shall select its own Chairman. The Nominating Committee shall select qualified Members of the Association to be nominated for the directorships to be filled at the said next annual meeting of Members. This selection shall be made in sufficient time so that the Nominating Committee's slate of nominees may be included in the notice of the said annual meeting. The persons so selected by the Nominating Committee shall be deemed to be automatically nominated for the respective directorships. In

addition, any Member of the Association in good standing who is present at the said annual meeting may make nominations for any directorship from the floor at said meeting. Any Member is encouraged to make known to the Nominating Committee his or her desire to serve as a Director.

ARTICLE IX

FINANCE

Section 1. Fiscal Year. The fiscal year of the Association shall be such annual period as may be determined from time to time by the Board of Directors.

Section 2 Bank. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other instrument of such two officers, employees or agents as are designated by resolution of the Board of Directors from time to time. All funds and assessments received by the Association not required for immediate use shall be deposited in the interest-bearing certificates of deposit issued by banks or in savings accounts or in commercial paper or government obligations.

ARTICLE X

ASSESSMENTS

Section 1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses of administration for the forthcoming year which may be required for the proper operation of the Association and the operation, management, maintenance repair and/or replacement of the Common Areas, including a reasonable allowance for contingencies and reserves. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each Member and the assessment for said year shall be based upon said projections, for which assessment each Member shall be liable, although the delivery of a copy of the budget to each Member shall not affect the liability of any Member for any existing or future assessments. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the developments within its jurisdiction, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 2. Assessments. Operating assessments (general and special) and special assessments for acquisitions and capital improvements shall be levied by the Board of Directors in accordance with the provisions relative thereto as set forth herein and in the Declaration. Special assessments for capital improvements must be approved by the Members in accordance with Article VIIF. of the Declaration.

Section 3. Apportionment of Assessments. All assessments levied against the Members to cover expenses of administration shall be apportioned among the Members, and shall be due and payable in a single annual payment on the first day of each fiscal year in advance or upon such installment basis as the Board of Directors shall determine from time to time. The annual budget shall be divided by the number of Lots in the Subdivision, and one such share shall be assessed against the Owner of each such Lot. Assessments shall be due and payable commencing with acceptance of a deed to, or a land contract vendee's interest in, a Lot, or with the acquisition of fee simple title to a Lot by any other means. In the event that a Member acquires title to, or acquires a land contract vendee's interest in, a Lot during a calendar year, the assessment for that year shall be *prorated* from the date of acquisition and the *prorated* assessment to the end of that calendar year shall be paid in advance by the new Member simultaneously with the consummation of the acquisition as part of the purchase price.

Section 4. Penalty for Default. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the end of the month in which such assessment falls due. Assessments in default shall bear interest from the due date at the highest rate permitted by law. An administrative fee or late fee up to five (5%) percent per month may be assessed in the discretion of the Board of Directors upon any assessments in default until paid in full. Each Member shall be, and remain, personally liable for the payment of all assessments pertinent to his or her Lot which may be levied while such Member is the owner thereof. All payments shall be applied first against any outstanding late charges, interest and costs of collection and thereafter against assessments in order of greatest delinquency.

Section 5. Waiver of Use or Abandonment of Unit. No Member may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any Common Area or Areas, or by abandonment of his or her Lot.

Section 6. Enforcement. If any assessment is not paid within 30 days after it becomes due, the Treasurer shall notify the delinquent Member of such delinquency. If such assessment is not duly paid on or before the elapse of 60 days after it becomes due, the Treasurer of the Association may cause a lien for the delinquent assessment to be recorded in the office of the Register of Deeds for Washtenaw County, Michigan, against the Lot on which the assessment was levied. The Association may enforce collection of delinquent assessments by suit at law for a money judgment against the title holder or the land contract vendee of a Lot, or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect reasonable rental for the residence on the Lot from the Owner thereof or any persons claiming under him or her. The expenses incurred in collecting unpaid assessments including interest, late charges, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Member in default, and shall be secured by the lien on his or her Lot. The Association may also discontinue the furnishing of any services to a Member in default upon seven (7) days written notice to such Member of its intent to do so. A Member in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. Declarant's Responsibility for Assessments. Neither Declarant nor any Lot owned by Declarant shall be subject to assessment for any purpose at any time unless and until a completed home on such Lot has been occupied..

Section 8. Use of Funds for Social Functions. No portion of the funds of the Association raised by receipt or collection of mandatory assessments shall be expended for purely social functions. However, the Board shall have the right to provide for the payment of voluntary assessments for social purposes by such Members of the Association as shall be interested. Funds raised from such voluntary assessments shall be accounted for separately and shall be utilized in order to promote social interaction among the Members of the Association in the best interests of community harmony.

ARTICLE XI

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, operation and maintenance of the present Common Areas of the Subdivision and such other Common Areas as may come within its jurisdiction.

Section 2. Proceeds of Insurance Policies. The proceeds of any insurance received by the Association as a result of any loss to the property described in Section 1 above shall be applied to the repair or reconstruction of said property.

Section 3. Deductible. The Association may purchase insurance subject to a deductible not to exceed One Thousand Dollars (\$1,000.00) per occurrence. In the event of damage to property owned by the Association, the Association shall be liable for the amount of the deductible.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of

Directors of the Association (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the Officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XIII

AMENDMENTS

Section 1. Proposal. Amendments to these By-laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the Members of the Association whether meeting as Members or by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-laws.

Section 3. Voting. These By-laws may be amended by the Association at any special meeting called for such purpose, by an affirmative vote of three-fourths (75%) of the Members entitled to cast votes at a meeting of the Association duly called for such purpose in accordance with Article VIII. of the Declaration. Notwithstanding the foregoing, no amendment in these By-laws shall be inconsistent with, or contrary to, the provisions of the Declaration.

Section 4. Written Vote. At any meeting held to consider such amendment or amendments to these By-laws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting, providing such written vote is delivered to the Secretary of the Association at or prior to such meeting.

Section 5. By Declarant. Prior to the first annual meeting of Members of the Association, convened as elsewhere herein provided, these By-laws may be amended or restated in their entirety by the Declarant, at any time or from time to time, at its sole discretion, to clarify or amplify some portion or portions hereof, or to make such additional amendments hereto as do not materially increase the obligations or materially decrease the benefits of any Owner. Otherwise, these By-laws may be amended prior to the first annual meeting by the First Board of Directors upon proposal of amendments by Declarant with the written approval of a majority of the then existing Members.

Section 6. Approval By Declarant. So long as the Declarant owns any Lot in the Subdivision, these By-laws may not be amended without the Declarant's written approval.

Section 7. Amendments to be Furnished to Members. A copy of each amendment to the By-laws shall be furnished to every Member of the Association after adoption.

ARTICLE XIV

ADVISORY COMMITTEE

At such time as the Declarant deems it feasible to do so, the initial Board of Directors (or its successors) as selected by the Declarant shall cause to be established an Advisory Committee consisting of at least three homeowner Members of the Association. The Committee shall be established and perpetuated in any manner the Board of Directors deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the Declarant, the First Board of Directors and the homeowner Members, and to aid in the transition of control of the Association from the Declarant to the homeowner members. The Advisory Committee shall cease to exist automatically after a Board of Directors is elected at the first annual meeting of members.

ARTICLE XV

ASSESSMENT OF FINES

Section 1. General. The violation by any Owner, occupant or guest of any provisions of the Declaration, these Bylaws or any of the Association's duly adopted rules and regulations (collectively, the "Association Documents") shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person admitted through such Owner to the Subdivision.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the Owner at the street address of his Lot in the Subdivision.

(b) **Opportunity to Defend.** The allegedly offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the Notice. At the election of the Owner, he or she may defend solely by written submission of evidence rather than by personal appearance before the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Association Documents and after default of the offending Owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable together within thirty (30) days after levy. Failure to pay any fine will subject the Co-owner to collection action by suit or foreclosure of lien in the same manner as in the collection of delinquent assessments under the terms of the Declaration.

ARTICLE XVI

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-laws or the Association documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.