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SALLY REYNOLDS  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48043

RECORDING: 82.00

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PAGES: 25

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**ROAD AND EASEMENT MAINTENANCE AGREEMENT  
AND RESTRICTIONS**

15914

This declaration is made this 21<sup>st</sup> day of March 2005, by CHRYSLER GROUP, LLC "Grantor" whose address is: P.O. Box 179, Brighton, Michigan 48116.

**RECITALS**

- The Grantor is the title holder of certain real Property located in Brighton Township, Livingston County, Michigan, more particularly described in the Survey attached prepared by Livingston Engineering, dated December 28, 2004, Job No. 04201 ("the Property");
- As evidenced by the Survey, the Grantor intends to divide the Property into several lots or Parcels (each referred to herein as a "Lot or Parcel"), and any subsequent owners of Lots or Parcels shall be referred to as "Property Owners";
- It is the desire of the Grantor to establish a private road Easement and maintenance agreement and an Easement for public and private utilities for their benefit and for the benefit of the Property and future Property Owners;
- It is the desire of the Grantor to establish certain restrictions on the Property to create a harmonious development and enhance the value of the Property;
- It is the desire of the Grantor that all future Property Owners shall be a part of an Association to be formed by the Grantor and known as Hilton Pointe Estates Association (the "Association") for the purpose of carrying out the intentions of the Declarations set forth herein.

NOW, THEREFORE, in pursuance of this Agreement and in consideration of the mutual covenants and benefits contained herein,

IT IS HEREBY DECLARED by the Grantor as follows:

**EASEMENT DECLARATION**

1. The Grantor grants, transfers, establishes and declares a **non-exclusive, perpetual Easement** for ingress and egress, improved or unimproved, and for location of public and private utilities, over and across and for the benefit of the Parcels, said Easement being more particularly described in the Survey (the "Easement").

2. The Grantor specifically reserves unto itself and its respective successors and assigns, the Easement and the Easement rights set forth herein, for the benefit of the Property and for any further divisions thereof, including the rights to use said Easement and to subsequently convey said Easement and Easement rights with the Parcels and any divisions thereof.

3. The Easement described in the attached Survey shall run with the land and title, and shall be appurtenant thereto.

#### EASEMENT MAINTENANCE

4. The Property Owners, from and after the commencement of any construction of any house, building or other improvement on the Parcel, shall share equally in the cost of maintaining and/or improving the Easement. The share of the cost shall be based upon the total number of parcels of improved Property, each parcel being one Parcel or share, and subject to the conditions and definitions hereinafter set forth.

5. Prior to any costs being incurred for normal maintenance of the Easement, a simple majority of the improved parcels shall agree to the normal maintenance being performed and the cost thereof. "Normal maintenance" shall include, but not be limited to, snow removal, grading, regravelling, and repair as necessary, the cost of which shall not exceed Three Thousand (\$3,000.00) Dollars per occurrence. "Simple majority" shall be determined by the total number of parcels of improved Property, each parcel having one (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each vote shall constitute a separate share for purposes of the cost of maintenance. "Improved Parcel" or "Improved Property" shall include any parcel on which construction of any building, house or other improvement has commenced, and access to such "Improved Parcel" or "Improved Property" is gained from said Easement.

6. Prior to any costs being incurred for major capital improvements for the Easement, a majority of the Parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof. "Major capital improvement" shall include, but not be limited to grading, regrading, graveling, regravelling, paving, repaving and repair, the total cost of which is in excess of Three Thousand (\$3,000.00) Dollars per occurrence. Each Parcel shall be liable for one (1) equal share of the total cost of such improvement, each share being based on the total number of Parcels having rights in said Easement, each Parcel being one share. "Major capital improvement" does not include the cost of the initial installation of any road or drive constructed to Brighton Township and/or Livingston County standards. The cost of initial installation of any such road or drive with gravel surface shall be at the expense of Grantor or the heirs, successors and assigns thereof.

7. Any costs incurred for normal maintenance or major capital improvements of the Easement shall be a burden upon the land with a lien against any Parcel for which the costs have not been paid by the Property Owners of such Parcel. A lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining Parcels which are subject to and liable for the cost. The affidavit shall set forth the description of the Parcel of Property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to the Property, and the date or dates of the expenditures. A copy of the affidavit shall be sent to the Property Owner or owners against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such Property Owners.

8. The Property Owner shall be separately responsible to repair any damage caused to the Easement due to extraordinary use. "Extraordinary use" shall include but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or

owners of the Parcel or Parcels, whether improved or unimproved, shall not be responsible for the repair or costs until such times as the Easement is used by them or construction is commenced on the Parcel. In the event that any Property Owner or their agents shall fail to make the necessary repairs, the remaining Property Owners may do so after notice to the owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

9. The ingress/egress road, although private, is hereby established as an Easement for the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary. The Property Owners of any and all of the Property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by way of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any of the properties and having a need to use the road. In the event the road falls into a state of disrepair that requires repairs and maintenance that the Property Owners are not performing, the Brighton Township Board may bring the road up to established Livingston County Road Commission standards for public roads and assess owners of Parcels on the private road for the improvements plus an administrative fee in the amount of 15% of the total costs. No public funds of the Township of Brighton are to be used to build, repair, or maintain the private road.

10. All determinations regarding the type of maintenance work to be performed, the regularity of the work to be performed, the costs thereof or the participation in the payment of costs thereof, shall initially be the responsibility of the Grantor, but shall be passed to the Association, once five of the Parcels have been sold. Thereafter, such issues shall be determined at regularly scheduled meetings of the Association in accordance with the Association's Bylaws.

#### **RESTRICTIONS AND ASSOCIATION DECLARATION**

11. The Grantor hereby establishes and declares the following restrictions on the Property, and intends such restrictions to be applicable for any further divisions thereof. The restrictions shall run with the land and title, and shall be appurtenant thereto. The Grantor further declares that every Property Owner, by virtue of ownership of a Parcel, shall be deemed to be a member of the Association and subject to the rules, regulations and Bylaws of the Association, as such may be amended from time to time.

#### **RESTRICTIONS**

12. Residential Use. No Parcel or lot created on the Property shall be used for other than single family residence purposes. No structure shall be erected, altered, placed or permitted to remain on any Parcel other than one (1) single family dwelling with attached garage. All other accessory structures, storage buildings, detached garages, sheds, tents, shacks and temporary structures are prohibited and shall not be erected, placed or permitted to remain upon any Parcel, unless approved by the Grantor or the Association. Temporary tents or enclosures of the type for a one-day event will be permitted provided that they are removed within 24 hours following the event. No old or used structures shall be placed upon any Parcel or anywhere on the Property. There shall be no oil or gas exploration conducted upon the Property, including but not limited to, the following activities: mining, drilling, laying or maintaining of pipelines (other than utility pipelines installed to serve residential consumers).

13. Alterations and Modifications. A Property Owner shall not make any major alterations to the exterior appearance or make structural modifications to the dwelling or Appurtenances or other

improvements constructed within the perimeter of his Parcel, make changes on any of the Property, without the express written approval of the Grantor while the Grantor owns any Parcel (as further discussed in paragraph 28 hereof) and thereafter the Board of Directors of the Association, including without limitation, exterior painting or the erection of antennas, fences, walls, basketball backboards or other exterior attachments or modifications. The type, style and location of all basketball backboards shall be approved by the Grantor prior to installation. To be approved, basketball backboards must be located as unobtrusively as possible rearward of the front elevation of the residence, given the topography of the lot in question and the location of the improvements thereon, as determined in the sole discretion of the Grantor. All backboards shall be mounted on poles, which shall be black in color. Backboards must be made of clear, uncolored Lucite without graphics. The Grantor may, in its discretion, require landscaping to screen the view of the basketball backboard and/or related playing surface from the roadway and/or adjacent Lots. If a Property Owner causes any damage to any Property or to any other Parcel as a result of making any alterations (regardless of whether or not such alteration was authorized) the Property Owner shall be responsible for the cost of repairing any damage caused by the Property Owner, his agents or contractors. If necessary for providing access to any facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

14. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Parcel or upon the Property, nor shall anything be done which may be or become an annoyance or a nuisance to the Property Owners. No unreasonably noisy activity shall occur in or on the Property or on any Parcel at any time and disputes among Property Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Property Owner shall conduct or permit any activity or keep or permit to be in his Parcel anything that will increase the rate of insurance of the Property or any other owner's Parcel, without the written approval of the Association, and, if approved, the Property Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

15. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Parcel, except dogs, cats or other common household pets. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Property Owners. If pets are allowed in the yard of a residence, the same shall be controlled and restrained by "invisible fencing." No animal may be permitted to run loose at any time upon the Property and an animal shall at all times be leashed and accompanied by some responsible person while on the Property. No dangerous animal shall be kept and any Property Owner who causes any animal to be brought or kept upon the Property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Parcel. No runs, pens or shelters for pets shall be permitted within a Parcel unless plans and details for such are specifically approved in writing by the Association. The Association may charge all Property Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to

animals as it deems proper. In the event of any violation of this Section 15, the Board of Directors of the Association may assess fines for such violation in accordance with its Bylaws and in accordance with its duly adopted rules and regulations. The association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed, any animal from the Property that it determines is in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small, domesticated animals that are constantly caged, such as small birds or fish.

16. Aesthetics. The Parcels and the Property shall not be used for the storage of supplies, materials, personal Property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. Garage doors shall be closed at all times, except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Docks and Lifts that are seasonally removed from the water will be permitted to be stored in the rear of the residence from November 15<sup>th</sup> through May 15<sup>th</sup>. Seasonal exterior decorations shall be removed within thirty days following such seasonal event. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Property except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one (1) week. No trash shall be burned on any Parcel. The Property shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor any condition maintained by a Property Owner, either in his Parcel or upon the Property, which is detrimental to the overall appearance of the Property. All construction on a Parcel must be commenced within twelve months of a Property Owner closing on the sale of a Parcel and must be completed within twelve months of commencement of construction.

17. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motor homes, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Property unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Property. Commercial vehicles and trucks shall not be parked in or about the Property except for purposes of making deliveries or pickups in the normal course of business. Property Owners shall, if required by the Association, register with the Association all cars maintained on the Property. Motorized vehicles, other than passenger cars and vans, shall not be used anywhere on the Property. Overnight parking on the street in the Easement is prohibited, subject to such exceptions that are adopted from time to time by the Association. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Property and the cost of such removal may be assessed to and collected from the Property Owner responsible for the presence of the vehicle.

18. Advertising. Subject to Section 28 below, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of the dwelling constructed on a Parcel, except one (1) sign not more than five (5) square feet in area, for the purpose of advertising a Parcel for sale or lease, without obtaining prior written permission from the Association, or from the Grantor. One (1) additional sign may be displayed of not more than five square feet on the lakeside of such lots. This Section 18 shall not apply to the signs erected by the Grantor during any period that it owns Parcels of Property.

19. Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Property Owners. Copies of all such rules, regulations and amendments thereto shall be furnished to all Property Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Property Owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than 50% of the Property Owners in number and value, except that the Property Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Grantor's construction, sales or rental activities.

20. Right of Access of Association. The Association and its agents shall at all times without notice have access to each Parcel, dwelling and Appurtenances, and other improvements constructed thereon, as may be necessary to make emergency repairs to prevent damage to the Property or to another Parcel. Each Property Owner shall be obligated to provide the Association with a means of access to his Parcel, the dwelling and Appurtenances and other improvements constructed on such Parcel during the Property Owner's absence, and in the event such Property Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Property Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

21. Landscaping. No Property Owner shall perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials upon the Property outside of his or her respective Parcel without the prior written approval of the Grantor or the Association. No Property Owner shall change the grade of any portion of a Parcel without the prior written approval of the Grantor, and, if required, the Brighton Township Building Department.

All landscaping shall comply with design and schedule requirements as established in building restrictions in Paragraph 25 hereof. Each Property Owner shall maintain and replace the approved landscaping on the Parcel as provided in this paragraph. In the event any landscaping material dies, the Property Owner shall replace the dead landscaping with the same or a different species approved in advance by the Association, at the Property Owner's sole cost and expense. If the Property Owner fails to make such a replacement within thirty (30) days after written request to do so from the Association, the Association may replace the tree and assess the Property Owner the cost of the replacing the dead tree. Any such special assessment shall be a lien on the Property Owner's Parcel as provided in the Bylaws. The Association shall not be obligated to replace dead landscaping pursuant to this paragraph, any rights exercised hereunder being entirely at the discretion of the Association.

22. Easement Use. Driveways, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles or other obstructions may be left unattended on or about the Property.

23. Property Owner Maintenance. Each Property Owner shall maintain his Parcel, the dwelling, and other improvements constructed thereon for which he has maintenance responsibility in a safe, clean and sanitary condition. The Property Owner or Builder (during construction) shall be responsible for the installation of the grinder pump and lateral sanitary sewer line in conformance with the requirements of the Township including, without limitation, by personnel trained and approved the Township. The grinder pump and lateral sanitary sewer line shall be the responsibility of the Property Owner only if, and for so long as, the Township has not assumed the responsibility for their operation, inspection,

maintenance and repair. Each Property Owner shall also use due care to avoid damaging any of the Property including, but not limited to, the telephone, gas, electrical or other utility conduits and systems and any other elements in any Parcel or which may affect any other Parcel. Each Property Owner shall provide maintenance for the Sewer System and well serving its Parcel as may be required by Brighton Township or the Livingston County Health Department. No dwelling, structure or other improvement may be constructed or maintained over or on any underground television cable, sewer lines, water mains, drainage lines, surface drainage swales or other utility Easement; however, after the aforementioned utilities have been installed, plants, fences (where permitted) and other improvements within the Parcel and not inconsistent with the terms, covenants and conditions of such Easement shall be allowed, so long as they do not violate the provisions of this Section 23, and do not interfere with, obstruct, hinder or impair the drainage plan of the Property, 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. Each Property Owner shall be responsible for the repair, restoration or replacement, as applicable, of any damage to any Property or damage to any other Property Owner's Parcel, or improvements thereon, resulting from the negligent acts or omissions of a Property Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Property Owner for the excess amount necessary to pay. No Property Owner shall fill, dredge or alter a regulated wetland without the required permits from Brighton Township and the Michigan Department of Environmental Quality.

24. Erosion Control. Each Property Owner or Builder (during construction) shall ensure that all reasonable erosion prevention measures are implemented and maintained in order to ensure that soil and other debris does not enter wetlands, sewer lines, manholes, catch basins and retention basins serving or located within the subdivision (collectively, the "Storm Sewer Improvements"), and shall install soil erosion control fencing (including, without limitation, soil erosion control fencing around the perimeter of the Parcel from the time that construction or grading commences on the Parcel until such time as grass has grown in sufficiently on the Parcel to end the threat of soil erosion) on such Parcel in order to keep sediment and other runoff out of the streets in the subdivision. In the event the Grantor or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of sediment or other debris, the Grantor or the Association may contract for such cleaning or servicing and charge each Property Owner in the subdivision a pro-rata share of the cost of the same in common with other Property Owners, such that the Property Owners shall pay the full cost incurred by the Grantor or the Association for such cleaning and servicing. Any retaining wall located on a Parcel must be properly maintained, repaired or replaced by the Parcel Property Owner as necessary in order to ensure that erosion is minimized and controlled. All costs incurred under this sub-section may be assessed to and collected from the Property Owners in the manner provided in the Bylaws of the Association.

25. Building Restrictions. The Grantor hereby establishes Building Restrictions and Architectural Control Requirements and an Approval Process in order to assure that Hilton Pointe Estates is developed in the highest quality manner consistent with the design goals for the community. All rights established in this section shall be enforceable by the Grantor until certificates of occupancy have been issued for 100% of the Parcels. Therefore, the Association shall have and may exercise all of the rights of the Grantor described in this section. Without limiting Grantor's discretion to reject plans and modifications submitted by a Property Owner as provided in Section 28 below, all dwellings built within a Parcel shall comply with the following restrictions:

(a) Dwelling Size. All dwellings shall contain a minimum of the following finished floor area:

Units/Parcels 1, 2 and 3	--	3250 square feet
Unit/Parcel 10	--	3500 square feet
Units/Parcels 8 and 9	--	3750 square feet
Units/Parcels 4 and 7	--	4000 square feet
Units/Parcels 5 and 6	--	4500 square feet

For the purposes of this paragraph, "finished floor area" shall mean that floor area finished for the purposes of living, dining, sleeping, cooking, studying or sitting, and shall include the total area of all bathrooms, entranceways, hallways and stairwells connecting any of the finished areas. Basements, attached garages, attics, terraces, unheated porches, breezeways and any portion of the residence other than the primary 1<sup>st</sup> and 2<sup>nd</sup> floor living area, shall not be included in computing the finished floor area.

(b) Architectural Design and Style. All plans shall be prepared by an experienced residential designer or architect having not less than ten years experience in residential design of the size and nature being proposed as their dwelling by the Property Owner. Proposed designers or architects shall be approved in advance by Grantor. Architectural drawings may NOT be hand altered catalog plans, but must be plans specifically and accurately drawn for the new proposed dwelling. Full architectural drawings, including all plan views, elevations, specific details, specifications and notes for all proposed construction, are required. Drawings must clearly show all elevations as they coordinate with the proposed final grades around the residence and must clearly denote all proposed materials and define all details on all elevations. The overall design styles preferred are of a "European" or "French Country" look. Other design styles that differ or distract from this theme will not be allowed. Property Owners are highly encouraged to submit preliminary concept drawings and sketches for preliminary informal comment prior to proceeding with final designs. An accurately drawn Site Plan showing Property boundaries, setback lines, existing and proposed grades, existing trees to remain, utility lines, driveways, sidewalks and other permanent site improvements must accompany the final architectural drawings. Grantor may require additional details and information as they deem necessary to fully understand the final design prior to approval.

(c) Landscaping Design and Requirements. Property Owners must understand that Landscaping is deemed a critical part of the final phase of construction and must be significant and appropriate for the new residence. Landscape plans shall be prepared by an experienced landscape designer and submitted for Association approval. It is preferred that the proposed Final Landscape plans be submitted at the same time as the Architectural and Site Plans or not later than 90 days thereafter. Final Landscaping include full irrigation, lawn sod of a minimum of the front yard (up to the line of the house) with quality grade hydro-seed of the balance of the yard, decorative trees of significant size, appropriately sized shrubbery and plants, and visually pleasing ground cover/mulch. Landscaping design on water-front lots must avoid obstructing the existing lake views of other water-front lots. Landscaping must commence as soon as possible upon completion of construction, but not later than 30 days following home completion or occupancy, and be completed within 60 days thereafter. If occupancy or home completion occurs after October 1<sup>st</sup> of any year, then landscaping shall commence no later than April 15<sup>th</sup> of the following year and be completed by June 1<sup>st</sup> of that year.



(d) Tree Saving Requirements. No large trees measuring three inches (3") or more in diameter at ground level may be removed or trimmed without the written approval of Grantor. Prior to commencement of construction, each Property Owner shall submit to Grantor, for its written approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Property Owner to maintain and preserve all large trees (measuring three inches (3") or more in diameter at ground level) on its Lot, which responsibility includes welling trees, if necessary. Each Property Owner who plans to cut down any trees three inches (3") or more in diameter, or trim any such trees in a manner as to reduce the natural screening provided by such trees, must notify Grantor at least seventy-two (72) hours in advance of any cutting by telephone or letter to arrange an inspection of the trees prior to the tree cutting. Grantor may withhold its consent and approval for the requested cutting or trimming in its sole discretion. In the event of any cutting or trimming of trees in violation of this Section, the violator may, in addition to any other remedy permitted hereunder or under statutory or common law, be required to replace improperly cut trees with healthy native trees and in locations, all as acceptable to Grantor or the Association, as applicable, having an aggregate diameter at ground level equal to the aggregate diameter of all trees which were improperly removed.

(e) Submittals for Approval. Architectural drawing submittals must be accompanied by a Full Site Plan, the Landscape Plan (or concept plan if not yet available), and samples of all proposed exterior building materials, including shingles, brick, stone, siding or exterior trim, and color samples of any exterior painted surfaces. The Grantor shall respond within ten business days following submittal. If changes or clarifications are required as a result of the submittal process, it must be done so that full approval is obtained prior to the start of construction.

(f) Exterior Surfaces. The visible front, side and rear exterior walls of all dwelling structures shall be primarily brick or stone (but no yellow or white brick shall be allowed). Wood siding and trim shall be permitted in minor areas as approved by the Association. The use of any other exterior surface building material shall first be approved by the Association. No aluminum, vinyl or T-111 siding or metal or vinyl windows are permitted. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial or aluminum siding is expressly prohibited. Walkout basements are permitted; provided that the visible exterior of the dwelling from grade level to entry level shall be finished in brick or stone. The Association may grant such exceptions to this restriction as it deems suitable.

(g) Chimneys. Each chimney must exhaust above the peak of the roof section through which or abutting which such chimney is installed (as applicable as determined by the Association. Each chimney located on the front, side, or rear of a dwelling shall be of masonry appearance construction its entire height to the foundation footing; provided, that the exterior of a chimney that direct vents through the roof of the dwelling must be finished with a masonry material which matches the primary brick color of the residence. No prefabricated chimneys may be installed or maintained if they are installed on the outside of the dwelling unless they are finished with masonry from the foundation for their entire height. Direct vented fireplaces which do not require a chimney only may be installed and maintained with a dwelling with the venting penetrating a rear or side wall on the first floor or a rear wall on the second floor. No such direct-vented fireplace may be installed or maintained with venting which is visible from the street. All vents must be painted the same color as the exterior of the wall on which they are installed and must be screened by landscaping approved by the Association, so as to be as unobtrusive as possible and not be visible from adjacent Parcels.

(h) Garages. All dwellings constructed within a Parcel must have one (1) private attached garage for not less than three (3) automobiles. All garage doors will be perpendicular to the street from which the driveway enters or as otherwise approved by the Association. Carports are strictly prohibited. A second garage structure may be permitted if it is designed and constructed to be harmonious in appearance to the main residence and approved in advance by the Association.

(i) Driveways. Weather permitting, prior to a dwelling being occupied, the Parcel shall have constructed on it an asphalt or interlocking brick paver driveway in the location approved by the Association, which driveway shall, at all times be maintained and kept in good repair. In the event that the asphalt plants are then closed, or for any other reason weather conditions do not then permit driveway construction, the driveway shall be constructed within thirty (30) days after the asphalt plants open or such adverse weather conditions cease, applicable.

(j) Outbuildings. No storage-type outbuildings shall be permitted within any Parcel. Landscape-type structures, such as gazebos, spa enclosures, etc. may be constructed with prior written approval from the Association. Exterior electrical panels or pump enclosures at lakeside lots will be permitted if they are not in plain view and if hidden by landscaping.

(k) Mail Boxes. Mail boxes shall be provided and installed by Grantor. Mail boxes shall be of standard size and be constructed of wood with a built-in newspaper holder. All mail boxes will be the same in size, color and appearance. Property Owners shall not modify mailboxes in any manner, including adding additional newspaper or other holders of any sort. Association shall maintain all mail boxes with a fresh coat of stain every three years.

(l) Fences. Any fences permitted herein below must be contiguous with any fence located on adjacent Parcels.

i. No fence, wall or solid hedge may be erected, grown or maintained in front of the front building line of any Parcel; provided, however, that low ornamental fencing acceptable to the Association may be erected along the front lot line in architectural harmony with the design of the house. Any and all types of chain link fences are strictly prohibited. The side lot line of each corner Parcel which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines.

ii. No fence or wall may be erected or maintained on or along the lot lines of any Parcel, except such picket-type or other decorative style fences which are required by local ordinance to enclose swimming pools which comply with the requirements of Section I of these Restrictions shall be permitted.

iii. Any fences proposed to be installed by the Property Owner must be drawn on a site plan and a sample with proposed color submitted to the Association for approval.

(m) Temporary Structures. Trailers, tents, shacks, barns and other temporary buildings, of every description whatsoever, are expressly prohibited, and no temporary occupancy shall be permitted in unfinished dwellings. However, the erection of a temporary storage building for

materials and supplies to be used in the construction of a dwelling, and which shall be removed from the Property upon completion of the building, is permitted.

(n) Docks, Boathouses, Sheds and/or Other Structures on Lakefront Parcels. No boathouses, sheds or other structure of any kind, either temporary or permanent, shall be constructed, installed, or otherwise permitted on any Parcel. Subject to compliance with the other provisions of this document or the Bylaws pertaining to the installation or construction of improvements or exterior modifications, the Property Owner of a lakefront Parcel shall be entitled to construct only one (1) seasonal dock of a standard design to be approved by the Association. The location, length and width of the dock shall be determined by the Association in its sole discretion; provided that the dock shall not be located any closer than twenty (20) feet to the side boundary line of the lakefront Parcel. The owner of each lakefront Parcel shall at all times, at his sole cost and expense, maintain his dock and the associated lakefront area of his lakefront Parcel in an attractive, neat and clean condition and appearance and in compliance with these restrictions. Fixtures, furnishings, equipment (including, without limitation, barbeques, clothing, towels, inflatable rafts, beach toys, bathing suits and hoses), ornaments, signs, canopies, awnings or decorations of any kind may not be installed, located, placed, or maintained on any dock. When not in use, clothing, towels, inflatable rafts, beach toys, bathing suits, hoses, and other similar beach items shall be removed from the dock and associated lake front area and appropriately stored. Boat lifts are permitted to have canopies of a color and design that shall be approved in advance by the Association. In the event the Grantor or the Association establishes an easement for access to Woodland Lake for Property Owners who do not own lakefront parcels, such dock may be located closer than twenty (20) feet from the side boundary of the easement, but shall comply with all other restrictions herein.

The owner of a lakefront Parcel desiring to dredge or otherwise alter the lakebed, or to construct or install any seawall or other modification to the Woodland Lake frontage of the lakefront Parcel, shall submit plans and application to the Association for approval prior to the submission to the Michigan Department of Environmental Quality ("MDEQ"), if required by the Inland Lake and Streams Act, being MCL 324.30101 *et seq.*, or any successor statute. The Association may approve or deny such plans, or require modifications thereof, in its sole discretion. Once approved by the Association, the owner of the lakefront Parcel may submit plans and application to the MDEQ in order to obtain a permit for the approved activity. When and if the MDEQ authorizes and issues a permit for such activity, the owner of the lakefront Parcel shall provide evidence of same to the Association prior to the onset of any activity permitted by this paragraph.

(o) Air Conditions. No "through the wall" air conditioners may be installed on any side walls or any windows of any dwelling. Outside compressors for central air conditioning units may be located on either the side or rear yard, provided that it is appropriately concealed with landscaping. Outside compressors must be installed and maintained in such a manner so as to create no nuisance to the residents of adjacent dwellings.

(p) Pools. No above-ground swimming pools may be erected or installed, and no in-ground swimming pool may be built which is higher than one (1) foot above the existing Parcel grade. All plans and details of any proposed in-ground pool must be submitted for approval by the Association. All equipment must be hidden from plain view.

(g) Pest Control. No attachment, appliance, or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

26. Leasing and Rental Requirements.

(a) Right to Lease. A Property Owner may lease his Parcel for the same purposes set forth in Section 12, provided that a written description of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Property Owner shall lease less than an entire Parcel and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall: (i) require the lessee to comply with the Association Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Association Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Association has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Property Owner, in the event of a default by the tenant in the performance of the lease. The Association may suggest or require a standard form lease for use by the Property Owners. Each Property Owner shall promptly, following the execution of any lease of his Parcel, forward a conformed copy thereof to the Association. Under no circumstances shall transient tenants be accommodated. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Association Documents. Tenants and non-Property Owner occupants shall comply with all of the conditions of the Association Documents and all leases, rental agreements, and occupancy agreements shall so state. The Grantor may lease any number of Parcels during the development, construction and sales period for such term(s) as they, in their discretion, may elect. In addition, the holder of any mortgage which comes into possession of a Parcel pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, may lease any number of Parcels for such term(s) as they, in their discretion, may elect.

(b) Leasing Procedures. A Property Owner, including the Grantor, desiring to rent or lease a Parcel shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Parcel to a potential lessee of the Parcel and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Association Documents. Property Owners who do not live in the Parcel they own must keep the Association informed of their current, correct address and phone number(s). If no lease form is to be used, then the Property Owner or the Grantor, as applicable, shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. The Association may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this section as the Association, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Property Owner in the same manner as the collection of assessments set forth in the Bylaws of the Association. This provision shall also apply to occupancy agreements.

(c) Violation of Association Documents by Tenants or Non-Property Owners. If the Association determines that the tenant or non-Property Owner occupant has failed to comply with the conditions of the Association Documents, the Association shall take the following action:

i. The Association shall notify the Property Owner by certified mail advising of the alleged violation by the tenant or non-Property Owner occupant.

ii. The Property Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Property Owner occupant or advise the Association that a violation has not occurred.

iii. If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute, on its own behalf or derivatively by the Property Owners on behalf of the Association, if it is under the control of the Grantor, an action for eviction against the tenant or non-Property Owner occupant and simultaneously for money damages against the Property Owner and tenant or non-Property Owner occupant for breach of the conditions of the Association Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non-Property Owner occupant and the Property Owner liable for any damages caused by the Property Owner or tenant or non-Property Owner occupant in connection with the Parcel or the Association and for the Association's actual legal fees and costs incurred in connection with legal proceedings hereunder.

(d) Arrearage in Association Assessments. When a Property Owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Property Owner occupant occupying a Property Owner's Parcel under a lease, rental or occupancy agreement and the tenant or non-Property Owner occupant, after receiving the notice, shall deduct from rental payments due the Property Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement, lease or occupancy agreement by the tenant or non-Property Owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Property Owner to the Association, then the Association may do the following:

i. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

ii. Initiate proceedings pursuant to subsection (c)(iii) of this section 26.

The form of lease used by any Property Owner shall explicitly contain the foregoing provisions of this subsection (d).

27. Destruction of Dwelling or Structure by Fire. All debris resulting from the destruction in whole or in part or any dwelling or other structure on a Parcel shall be removed from such Parcel with all reasonable dispatch in order to prevent an unsightly condition.

28. Reserved Rights of Grantor.

(a) Prior Approval by Grantor. The purpose of this Section 28 (a) is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, which shall be defined to mean any time that the Grantor still has at least one Parcel of the Property for sale, no buildings, fences, walls, retaining walls, drives, walkways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made (including in

color or design), except interior alterations which do not affect structural elements of the dwelling or Appurtenances or other improvements constructed within any Parcel, nor shall any hedges, trees or substantial plants be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Grantor, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, Appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Grantor, its successors or assigns. Grantor shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, Grantor shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be located, and the degree of harmony with the Property as a whole. The Grantor shall be entitled to charge each applicant a review fee in an amount not to exceed \$250.00, to reimburse the Grantor for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Grantor nor the Association shall incur any liability whatsoever for approving or failing' or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, all rights exercisable by Grantor under these Restrictions, shall be exercised by the Association.

(b) Grantor's Rights in Furtherance of Development and Sales. None of the restrictions contained herein shall apply to the commercial activities or signs or billboards, if any, of the Grantor during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this document or the Bylaws, the Grantor shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model Parcels, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Property. The Grantor shall restore the areas utilized by the Grantor to habitable status upon its termination of use.

(c) Enforcement of Restrictions. The Property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Owners and all persons interested in the Property. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Property in a manner consistent with such high standards, then the Grantor, or any entity to which it may assign this right, may elect to provide such maintenance as required by these Restrictions or the Bylaws of the Association and to charge the cost thereof to the Association as an expense of administration. The Grantor shall have the right to enforce these Restrictions and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Parcel. The Grantor's enforcement rights under this Section 28 may include, without limitation, an action to restrain the Association or any Owner from performing any activity prohibited by these Restrictions and/or the Bylaws.

29. Landlocked Parcel. It is acknowledged that the Property includes a piece of land which is not accessible from Hilton Road, and is only accessible by navigating the waters of Woodland Lake. Such land may or may not be included with the description of a Parcel. The restrictions set forth herein shall be applicable to such Property. It is understood that such Property is not independently suitable for the construction of a dwelling and that no other structures of any kind shall be permitted on such land,

In the event, however, that such Property is sold or conveyed to a third party that owns real Property adjacent to such Property, all restrictions set forth herein shall be void as to such Property.

30. Arbitration. Any dispute claim or grievance between the Grantor and a Property Owner, or between the Association and any Property Owner, or between Property Owners arising out of or relating to the interpretation or application of these restrictions, including the adequacy of any performance under this agreement, shall be resolved by arbitration before a single arbitrator who is mutually acceptable to the parties. If the parties are unable to agree on an arbitrator, either party, at any time, may request that the president of the Livingston County Bar Association appoint an arbitrator who is a licensed attorney practicing in Livingston County specializing in real estate law. The decision of the arbitrator on any dispute shall be final and binding on the parties and enforceable in any court of appropriate jurisdiction. Any expenses of the arbitrator shall be shared equally by the parties.

IN WITNESS WHEREOF, the Grantor has caused this Declaration to be executed on the day and year as set forth in their respective acknowledgments. This agreement, covenant and restrictions shall be binding upon the undersigned's heirs, successors and assigns.

\* CHRYSLER GROUP, LLC

By: Scott J. Visser Brian W. Parsons  
Scott J. Visser Brian W. Parsons  
Its: MEMBER MEMBER

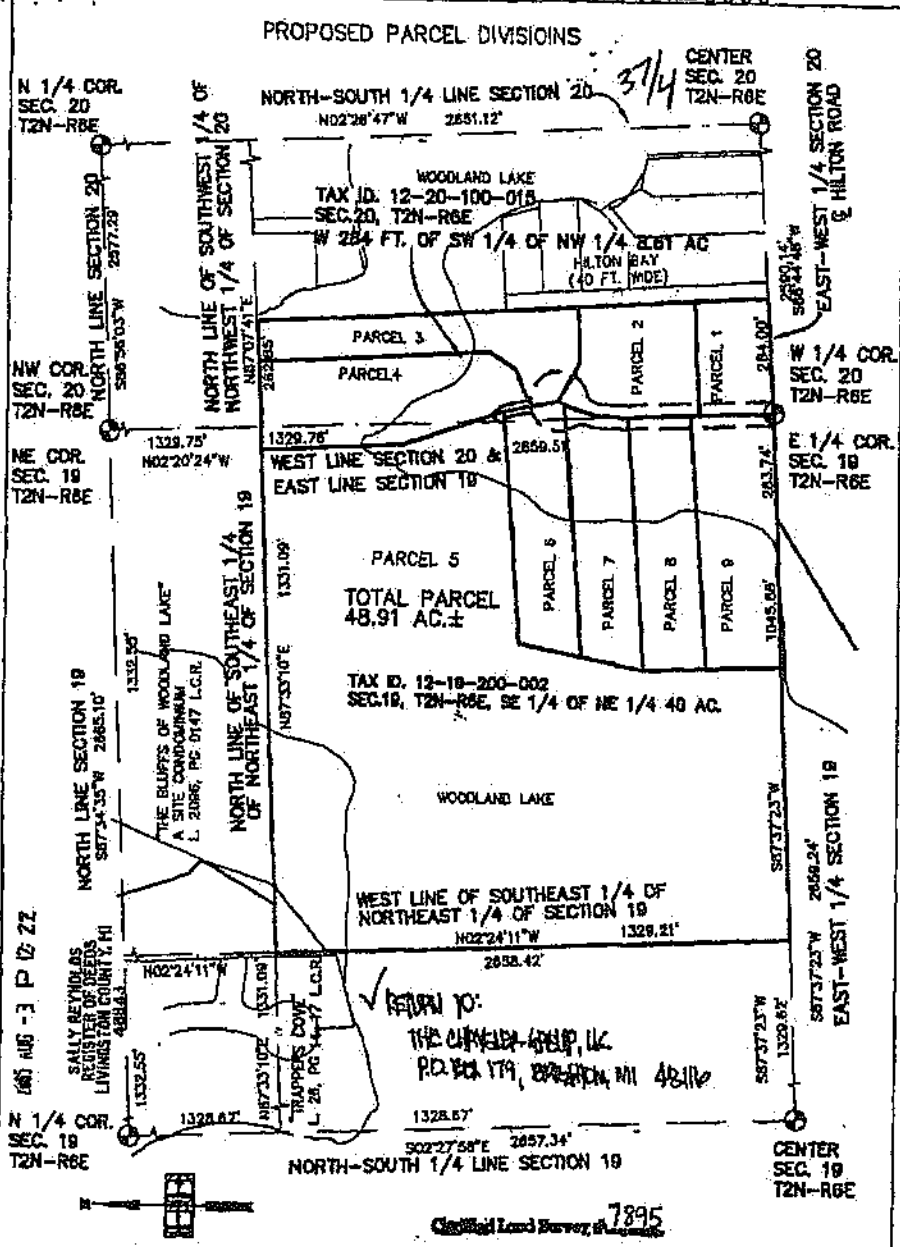
STATE OF MICHIGAN)  
COUNTY OF LIVINGSTON)

On this 21st day of MARCH, 2005, before me personally appeared SCOTT J. VISSEK the MEMBER of the Grantor, who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Dale R. Riden  
Dale R. Riden, Notary Public  
Monroe - Livingston County, Michigan  
My Commission Expires: JAN. 23, 2007  
Acting in the County of Livingston

✓ Drafted By and Return To :  
Cooper & Riesterer, PLC  
By: Catherine A. Riesterer  
7960 Grand River, Ste. 270  
Brighton, MI 48114  
(810) 227-3103





RECORDED

685 AUG -3 P 12 22

RETURN TO:  
 THE CHRYSLER GROUP, LLC  
 P.O. BOX 179, BLOOMINGTON, MI 48106

7895  
 Certified Land Surveyor

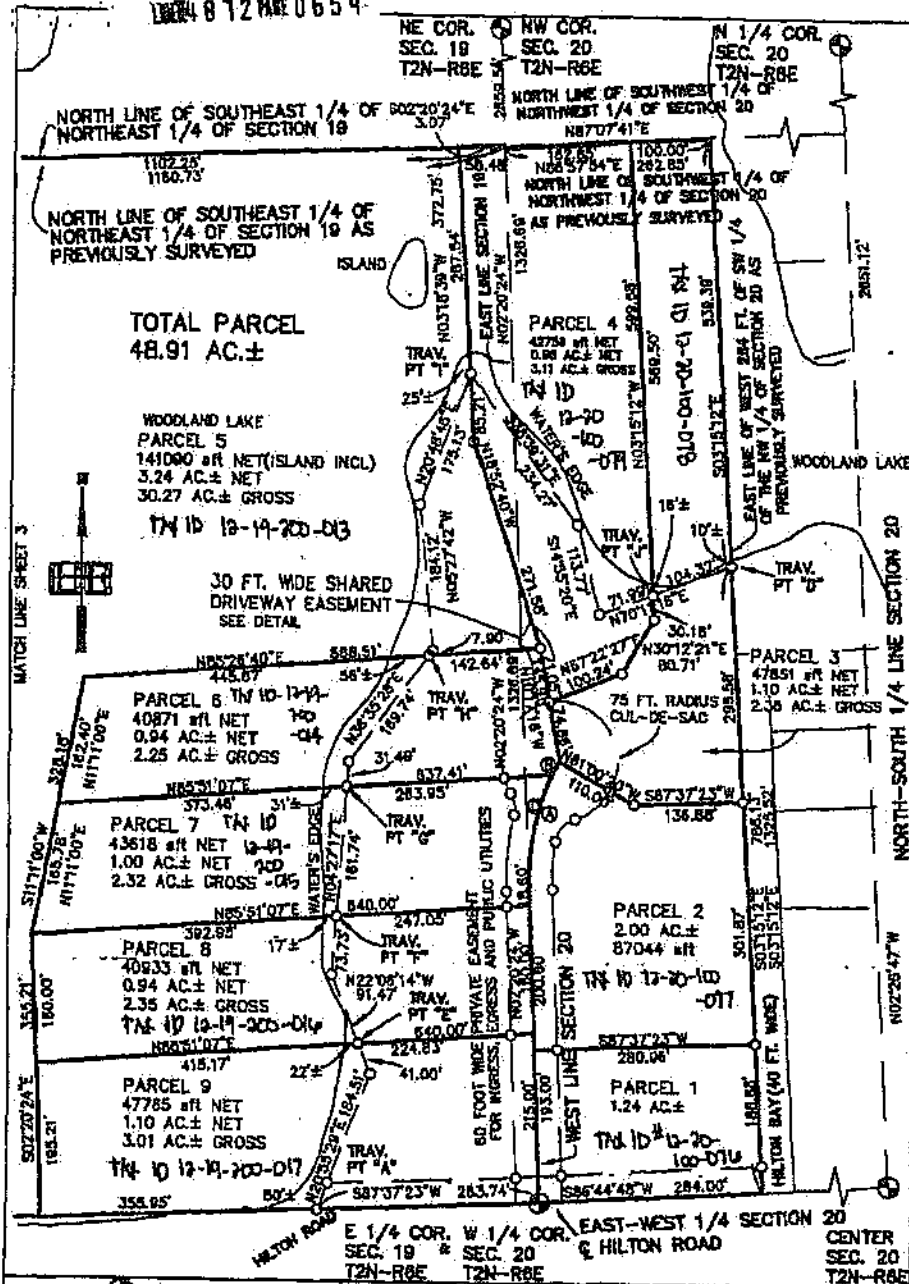
**LIVINGSTON ENGINEERING**  
 CIVIL ENGINEERING SURVEYING PLANNING  
 2084 PLEBS DRIVE, BRIGHTON, MI 48114  
 INTERNET: WWW.LIVINGSTONENGINEERING.COM PHONE: (313) 226-7100 FAX: (313) 226-7000

**WILLIAM F. STREBBING**  
 PROFESSIONAL SURVEYOR  
 No. 51688  
 LICENSED PROFESSIONAL SURVEYOR

STATE OF MICHIGAN



LIBRARY 872 MAR 06 59



**LEGEND**

- SECTION CORNER
- FOUND MONUMENT
- SET IRON ROD
- FOUND IRON ROD/PIPE
- FENCE
- SOIL BORING

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT 132-10.

**LIVINGSTON ENGINEERING**  
CIVIL ENGINEERING SURVEYING PLANNING  
2094 FLEGG DRIVE, BRIGHTON, MI 4824  
PHONE: (810) 228-7100 FAX: (810) 228-7888

INTERVIEW WITH LIVINGSTON ENGINEERING

CLIENT: CHRYSLER GROUP L.L.C. DATE: 12-18-04  
DESCRIPTION: PART OF NE 1/4 OF SEC. 19 & NW 1/4 SEC. 20, T2N-R8E  
SCALE: 1"=150' JOB No. 04201 CREW: AS  
DRAWN: WRS CHECK: [Signature]

STATE OF MICHIGAN  
**WILLIAM R. STREBBING**  
PROFESSIONAL SURVEYOR  
No. 51888

10004 8 72 PAK 0 6 6 0

"THE BLUFFS OF WOODLAND LAKE"  
A SITE CONDOMINIUM  
L. 2008, PG 0147 L.C.R.

NORTH LINE OF SOUTHEAST 1/4 OF  
NORTHEAST 1/4 OF SECTION 19

NORTH LINE OF SOUTHEAST 1/4 OF  
NORTHEAST 1/4 OF SECTION 19  
AS PREVIOUSLY SURVEYED

"TRAPPERS COVE"  
L. 28, PG 14-17 L.C.R.

LOT 10

LOT 9

WEST LINE OF SOUTHEAST 1/4 OF SECTION 19

TOTAL PARCEL  
48.91 AC.±  
WOODLAND LAKE

PARCEL 5  
141090 sq ft NET (ISLAND INCL.)  
3.24 AC.± NET  
30.27 AC.± GROSS

MATCH LINE SHEET 2



CENTER  
SEC. 19  
T2N-R6E

587°37'23"W 1329.82'

587°37'23"W

689.93'

355.95'

EAST-WEST 1/4 SECTION 19

LEGEND  
SECTION CORNER: SET IRON ROD, FOUND MONUMENT  
FOUND IRON ROD/PIPE  
FENCE  
SOIL BORING

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT 132-10.



LIVINGSTON ENGINEERING

CIVIL ENGINEERING SURVEYING PLANNING

2004 FLEISS DRIVE, BRIGHTON, MI 48114

INTERNET: WWW.LIVINGSTONENG.COM

PHONE: 810 228-7100

FAX: 810 228-7659

CLIENT: CHRYSLER GROUP L.L.C.

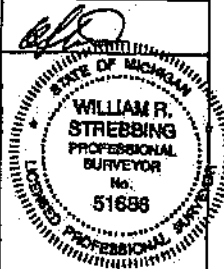
DATE: 12-18-04

REL: 03-21-05

DESCRIPTION: PART OF THE NE 1/4  
SEC. 19 & NW 1/4 SEC. 20, T2N-R6E,  
BRIGHTON TWP., LIVINGSTON CITY, MICH.  
Livingston County Register of Deeds 200419-031075

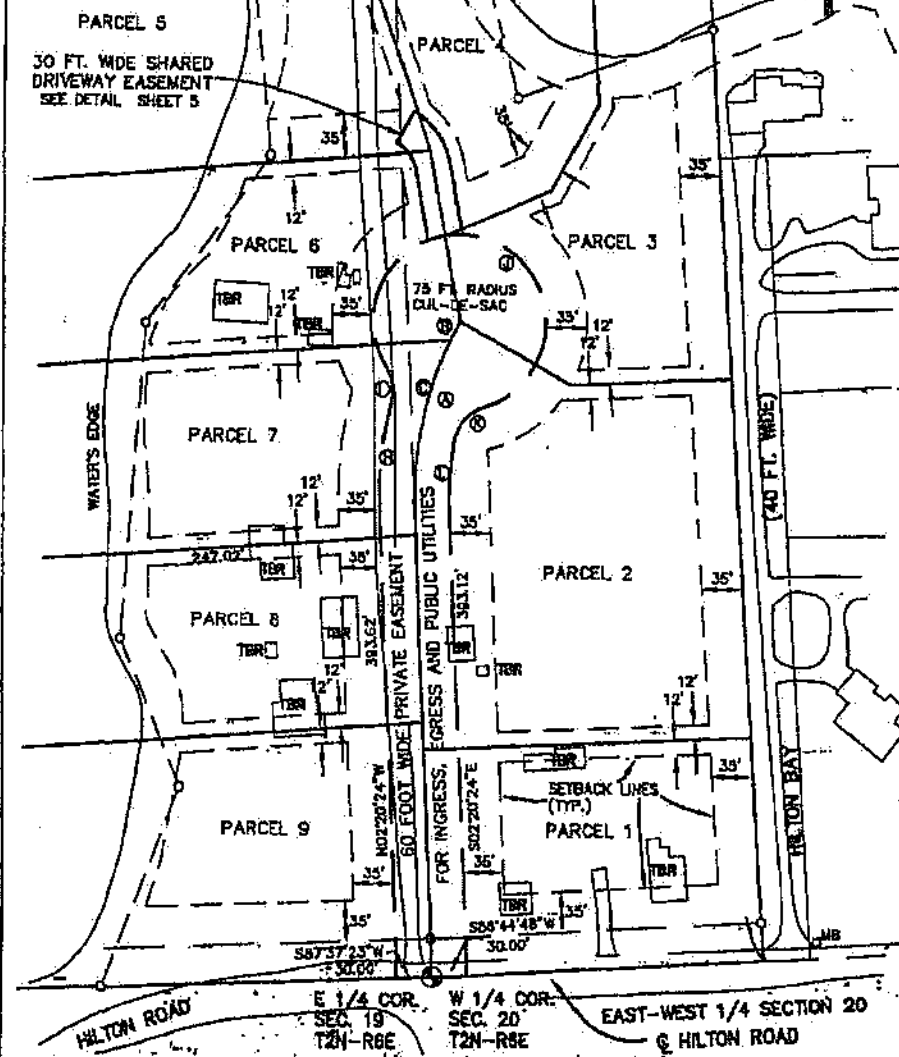
SCALE: 1"=150'  
JOB No. 04103  
SHEET No. 3 OF 10  
DRAWN: WRS

CREW: AS  
CHECK: [Signature]



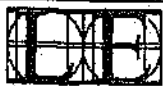
872 MR 0661

NOTE  
 THAT ALL BUILDINGS ON  
 THE PROPERTY WILL BE  
 REMOVED PRIOR TO  
 DEVELOPMENT

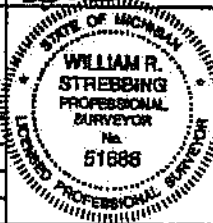


LEGEND  
 SECTION CORNER FOUND MONUMENT  
 SET IRON ROD FOUND IRON ROD/PIPE  
 FENCE SOIL BORING

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT 132-10.

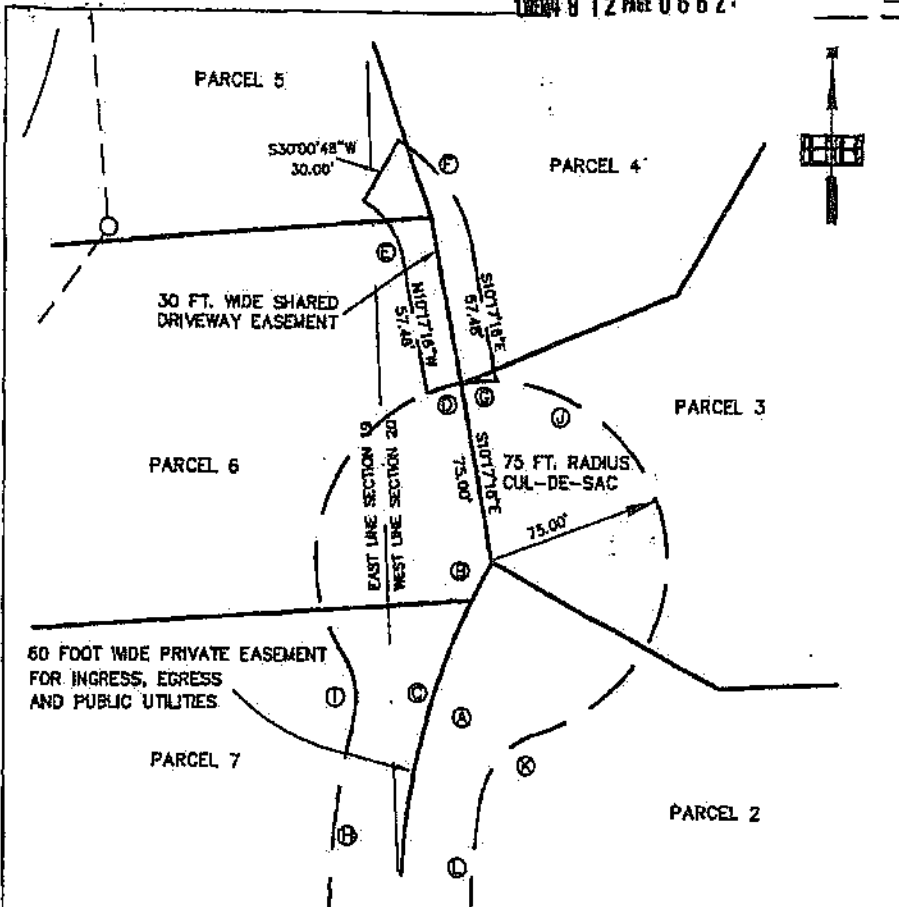


**LIVINGSTON ENGINEERING**  
 CIVIL ENGINEERING SURVEYING PLANNING  
 2084 PLESS DRIVE DPHIGHTON, MI 48114  
 INTERNET: WWW.LIVINGSTONEM.COM PHONE: (313) 225-7000 FAX: (313) 225-7080



CLIENT CHRYSLER GROUP L.L.C.	0' 100' 200'	DATE 12-15-04
DESCRIPTION PART OF NE 1/4 OF SEC. 19 & NW 1/4 SEC. 20 T2N-R6E, DPHIGHTON TWP, LIVINGSTON CITY, MICH. Livingston County Register of Deeds, 2004-06-15-07	SCALE 1"=100'	REV 03-21-05
	JOB No. 04201	CREW AS
	DRAWN WRS	CHECK

DEM 8 72 HEE 0 b b 2



<b>CURVE DATA A</b> ARC=157.03' RADIUS= 300.00' DELTA= 31°33'58" CHORD= N 13°38'36"E 164.86'	<b>CURVE DATA D</b> ARC=15.10' RADIUS= 75.00' DELTA= 11°32'13" CHORD= S 73°56'38"W 15.00'	<b>CURVE DATA G</b> ARC=15.10' RADIUS= 75.00' DELTA= 11°32'13" CHORD= S 85°28'51"W 15.00'	<b>CURVE DATA J</b> ARC=375.17' RADIUS= 75.00' DELTA= 258°36'53" CHORD= S 88°58'54"E 59.63'
<b>CURVE DATA B</b> ARC=18.50' RADIUS= 300.00' DELTA= 3°31'54" CHORD= S 27°47'38"W 18.40'	<b>CURVE DATA E</b> ARC=30.30' RADIUS= 35.00' DELTA= 49°41'59" CHORD= N 35°08'18"W 29.42'	<b>CURVE DATA H</b> ARC=94.56' RADIUS= 330.00' DELTA= 18°29'18" CHORD= N 05°54'11"E 94.64'	<b>CURVE DATA K</b> ARC=39.08' RADIUS= 35.00' DELTA= 83°59'10" CHORD= S 42°18'47"W 37.08'
<b>CURVE DATA C</b> ARC=148.53' RADIUS= 300.00' DELTA= 28°22'04" CHORD= S 11°50'39"W 147.02'	<b>CURVE DATA F</b> ARC=59.38' RADIUS= 65.00' DELTA= 49°41'59" CHORD= S 35°08'18"E 54.63'	<b>CURVE DATA I</b> ARC=28.38' RADIUS= 35.00' DELTA= 48°27'02" CHORD= N 08°04'39"W 27.60'	<b>CURVE DATA L</b> ARC=50.68' RADIUS= 270.00' DELTA= 12°39'36" CHORD= S 03°58'24"W 50.54'

**LEGEND**  
 SECTION CORNER FOUND MONUMENT SET IRON ROD FOUND IRON ROD/PIPE FENCE SOIL BORING

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/10,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT 132-10.

**LIVINGSTON ENGINEERING**  
 CIVIL ENGINEERING SURVEYING PLANNING  
 2004 PLEAS DRIVE BRIGHTON, MI 48114  
 INTERNET WWW.LIVINGSTONENGINEERING.COM PHONE 810 228-7900 FAX 810 228-7900

CLIENT CHRYSLER GROUP L.L.C. DATE 12-18-04  
 DESCRIPTION PART OF NE 1/4 OF SEC. 10 & NW 1/4 SEC. 10, T29N-R12E SECTION 10, LIVINGSTON CITY, MICH. COUNTY OF LIVINGSTON, MICH. JOB No. 04201 CREW AS  
 SCALE 1"=50' DRAWN WRS CHECK

STATE OF MICHIGAN  
**WILLIAM FL. STREBBING**  
 PROFESSIONAL SURVEYOR  
 No. 51808  
 LICENSED PROFESSIONAL SURVEYOR

**PARCEL 1 (NEW TR ID # 13-20-100-074)**

Part of the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Beginning at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 193.00 feet; thence N 87°37'23" E, 280.96 feet; thence along the East line of the West 284 feet of the Southwest ¼ of the Northwest ¼ of said Section 20, as previously surveyed and monumented, S 03°15'12" E, 188.68 feet; thence along the East-West ¼ line of said Section 20 and the centerline of Hilton Road (66 foot wide right of Way), S 86°44'48" W, 284.00 feet to the Point of Beginning, containing 1.24 acres, more or less and subject to the rights of the Public over Hilton Road. Also subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 2 (NEW TR ID # 13-20-100-077)**

Part of the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 193.00 feet to the POINT OF BEGINNING of the parcel to be described; thence continuing along the East-West ¼ line of said Section 20 and the said centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, N 02°20'24" W, 200.60 feet; thence continuing along said centerline on the arc of a curve right, 167.03 feet said curve has a radius of 300.00 feet, a central angle of 31°53'58" and having long chord bearing N 13°36'35" E, 164.88 feet to the center of a 75 foot radius cul-de-sac; thence S 61°00'20" E, 110.00 feet; thence N 87°37'23" E, 136.88 feet; thence along the East line of the West 284 feet of the Southwest ¼ of the Northwest ¼ of said Section 20, as previously surveyed and monumented, S 03°15'12" E, 301.87 feet; thence S 87°37'23" W, 280.96 feet to the Point of Beginning, containing 2.00 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 3 (NEW TR ID # 13-20-100-078)**

Part of the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 393.60 feet; thence continuing along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, right, 167.03 feet, said curve has a radius of 300.00 feet, a central angle of 31°53'58" and a long chord which bears N 13°36'35" E, 164.88 feet to the center of a 75 foot radius cul-de-sac, also being the POINT OF BEGINNING of the parcel to be described; thence N 10°17'16" W, 74.86 feet; thence N 67°22'27" E, 100.24 feet; thence N 30°12'21" E, 80.71 feet; thence N 03°15'12" W, 30.18 feet to Traverse Point "J", an iron rod 16 feet, more or less, south of the water's edge of Woodland Lake; thence continuing N 03°15'12" W, 569.50 feet; thence along the North line of the Southwest ¼ of the Northwest ¼ of Section 20, as previously surveyed, N 86°57'54" E, 100.00 feet; thence along the East line of the West 284 feet of the Southwest ¼ of the Northwest ¼ of said Section 20, as previously surveyed and monumented, S 03°15'12" E, 539.39 feet to Traverse Point "D" being an iron rod 10 feet, more or less, south of the water's edge of Woodland Lake, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "J" and which bears N 70°11'16" E, 104.32 feet; thence continuing along the East line of the West 284 feet of the Southwest ¼ of the Northwest ¼ of said Section 20, as previously surveyed and monumented, S 03°15'12" E, 295.58 feet thence S 87°37'23" W, 136.88 feet; thence N 61°00'20" W, 110.00 feet to the Point of Beginning, containing 2.35 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to a 30 foot wide Shared Driveway Easement, as described below. Also subject to any other easements or restrictions of record.

6/20/19



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6-23-21  
 [Handwritten initials]

**PARCEL 4 (NEW TAX ID # 13-20-100-079)**

Part of the Northeast ¼ of Section 19 and the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 393.60 feet; thence continuing along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, right, 167.03 feet, said curve has a radius of 300.00 feet, a central angle of 31°53'58" and a long chord which bears N 13°36'35"E, 164.88 feet to the center of a 75 foot radius cul-de-sac; thence N 10°17'16"W, 74.86 feet to the POINT OF BEGINNING of the parcel to be described; thence N 10°17'16" W, 71.05 feet; thence N 18°52'46"W, 271.55 feet; thence N 03°18'39"W, 85.21 feet to Traverse Point "I", an iron rod 25 feet, more or less, south of the water's edge of Woodland Lake; thence continuing N 03°18'39"W, 287.54 feet; thence along the North line of the Southeast ¼ of the Northeast ¼ of Section 19, as previously surveyed, N 87°33'10" E, 58.48 feet; thence along the East line of Section 19, also being the West line of Section 20, S 02°20'24"E, 3.07 feet; thence along the North line of the Southwest ¼ of the Northwest ¼ of said Section 20, as previously surveyed, N 86°57'54" E, 162.85 feet; thence S 03°15'12" E, 569.30 feet to Traverse Point "J" being an iron rod 16 feet, more or less, south of the water's edge of Woodland Lake, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "I" and having the following 3 courses:

- 1) S 36°39'31"E, 234.27 feet,
- 2) S 14°55'20" E, 113.77 feet
- 3) N 70°11'16"E, 71.99 feet

thence continuing, S 03°15'12"E, 30.18 feet; thence S 30°12'21" W, 80.71 feet; thence S 67°22'27" W, 100.24 feet to the Point of Beginning, containing 3.11 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to and including use of a 30 foot wide Shared Driveway Easement, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 5 (NEW TAX ID # 13-19-200-013)**

Part of the Northeast ¼ of Section 19 and the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 393.60 feet; thence continuing along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, right, 167.03 feet, said curve has a radius of 300.00 feet, a central angle of 31°53'58" and a long chord which bears N 13°36'35"E, 164.88 feet to the center of a 75 foot radius cul-de-sac; thence N 10°17'16"W, 145.91 feet to the POINT OF BEGINNING of the parcel to be described; thence S 85°26'40" W, 142.64 feet to Traverse Point "H", an iron rod which lies 56 feet, more or less, east of the east water's edge of Woodland Lake; thence continuing S 85°26'40"W, 445.87 feet to a point in Woodland Lake; thence S 11°11'00"W, 328.18 feet; thence S 02°20'24"E, 355.21 feet to a point in Woodland Lake, which lies S 87°37'23" W, 355.95 feet from Traverse Point "A", an iron rod 80 feet, more or less, east of the east water's edge of Woodland Lake and which is the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "H" having the following 4 courses:

- 1) S 36°35'28" W, 169.74 feet;
- 2) S 04°27'17"W, 266.96 feet
- 3) S 22°06'14"E, 132.47 feet and
- 4) S 20°55'29"W, 184.51 feet;

thence continuing from said point in Woodland Lake, along the East-West ¼ line of said Section 19, S 87°37'23"W, 689.93 feet, to a point in Woodland Lake; thence along the West line of the Southeast ¼ of the Northeast ¼ of said Section 19, N 02°24'11" W, 1200.00 feet to Traverse Point "B" an iron rod 30 feet, more or less, north of the water's edge of Woodland Lake; thence continuing N 02°24'11"W, 128.12 feet; thence along the North line of the Southeast ¼ of the Northeast ¼ of Section 19, as previously surveyed, N 87°33'10" E, 170.36 feet to Traverse Point "C", an iron rod which lies 400 feet, more or less, west of the west water's edge of Woodland lake and also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "B" and bearing



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N 50°38'18"E, 213.20 feet; thence continuing along the North line of the Southeast ¼ of the Northeast ¼ of Section 19, as previously surveyed, N 87°33'10" E, 1102.24 feet to a point in Woodland Lake; thence S 03°18'39"E, 287.54 feet to Traverse Point "T" an iron rod which lies 25 feet, more or less, south of the south water's edge of Woodland Lake, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "H" and having the following 3 courses:

- 1) N 36°35'28" E, 7.90 feet
- 2) N 05°27'42" W, 184.12 feet
- 3) N 20°48'46"E, 175.13 feet

thence continuing S 03°18'39"E, 85.21 feet; thence S 18°52'40" E, 271.55 to the Point of Beginning, containing 30.27 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to and including use of a 30 foot wide Shared Driveway Easement, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 6 (New Tax ID # 12-11-200-014)**

Part of the Northeast ¼ of Section 19 and the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 393.69 feet; thence continuing along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, right, 148.53 feet, said curve has a radius of 300.00 feet, a central angle of 28°22'04" and a long chord which bears N 11°50'39"W, 147.02 feet to the POINT OF BEGINNING of the parcel to be described; thence S 85°51'07"W, 263.95 feet to Traverse Point "G", an iron rod 31 feet, more or less, east of the east water's edge of Woodland Lake; thence continuing S 85°51'07" W, 373.46 feet to a point in Woodland Lake; thence N 11°11'00"E, 162.40 feet to a point in Woodland Lake; thence N 85°26'40" E, 445.87 feet to Traverse Point "H", an iron rod 56 feet, more or less, east of the east water's edge of Woodland lake, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "H" and having the following 2 courses:

- 1) N 04°27'17"E, 31.49 feet;
- 2) N 36°35'28"E, 169.74 feet;

thence continuing N 85°26'40"E, 142.64 feet; thence S 10°17'16" E, 145.91 feet to the center of a 75 foot radius cul-de-sac; thence along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, left, 18.50 feet, said curve has a radius of 300.00 feet, a central angle of 03°31'54" and a long chord which bears S 27°47'38"W, 18.49 feet to the Point of Beginning, containing 2.25 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to and including use of a 30 foot wide Shared Driveway Easement, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 7 (New Tax ID # 12-19-200-015)**

Part of the Northeast ¼ of Section 19 and the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West ¼ Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 375.00 feet to the POINT OF BEGINNING of the parcel to be described; thence S 85°51'07"W, 247.05 feet to Traverse Point "F", an iron rod 17 feet, more or less, east of the east water's edge of Woodland Lake; thence continuing S 85°51'07" W, 392.95 feet to a point in Woodland Lake; thence N 11°11'00"E, 165.78 feet to a point in Woodland Lake; thence N 85°51'07" E, 373.46 feet to Traverse Point "G", an iron rod 31 feet, more or less, east of the east water's edge of Woodland, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "F" and having the following course: N 04°27'17" E, 161.74 feet; thence continuing N 85°51'07"E, 263.95 feet; thence along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, left, 148.53 feet, said curve has a radius of 300.00 feet, a central angle of 28°22'04" and a long chord which bears S 11°50'39"W, 147.02 feet; thence continuing along said centerline, S 02°20'24" E, 18.60 feet to the Point of Beginning, containing 2.32 acres, more or less and subject to and including use of a 60 foot



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wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 8 (NEW TAX ID # 12-19-200-016)**

Part of the Northeast 1/4 of Section 19, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 Corner of said Section 19; thence along the East line of said Section 19, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 215.00 feet to the POINT OF BEGINNING of the parcel to be described; thence S 85°51'07"W, 224.83 feet to Traverse Point "E", an iron rod 22 feet, more or less, east of the east water's edge of Woodland Lake; thence continuing S 85°51'07" W, 415.17 feet to a point in Woodland Lake; thence N 02°20'24"W, 160.00 feet to a point in Woodland Lake; thence N 85°51'07" E, 392.95 feet to Traverse Point "F", an iron rod 17 feet, more or less, east of the east water's edge of Woodland Lake, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "E" and having the following 2 courses:

- 1) N 22°06'14"W, 91.47 feet;
- 2) N 04°27'17" E, 73.73 feet;

thence continuing N 85°51'07"E, 247.05 feet; thence along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, S 02°20'24"E, 160.00 feet to the Point of Beginning, containing 2.35 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to any other easements or restrictions of record.

**PARCEL 9 (NEW TAX ID # 12-19-200-017)**

Part of the Northeast 1/4 of Section 19, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Beginning at the East 1/4 Corner of said Section 19; thence along the East-West 1/4 line of said Section 19, S 87°37'23"W, 283.74 feet to Traverse Point "A", an iron rod 80 feet east of the east water's edge of Woodland Lake; thence continuing S 87°37'23" W, 355.95 feet to a point in Woodland Lake; thence N 02°20'24"W, 195.21 feet to a point in Woodland Lake; thence N 85°51'07" E, 415.17 feet to Traverse Point "B", an iron rod 22 feet, more or less, east of the east water's edge of Woodland, also being the endpoint of an intermediate traverse line beginning at aforementioned Traverse Point "A" and having the following 2 courses:

- 1) N 20°55'29"E, 184.51 feet;
- 2) N 22°06'14" W, 41.00 feet;

thence continuing N 85°51'07"E, 224.83 feet; thence along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, S 02°20'24"E, 215.00 feet to the Point of Beginning, containing 3.01 acres, more or less and subject to and including use of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below. Also subject to any other easements or restrictions of record.

**SHARED DRIVEWAY EASEMENT**

Part of the Northeast 1/4 of Section 19 and the Northwest 1/4 of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: Commencing at the West 1/4 Corner of said Section 20; thence along the West line of said Section 20, also being the centerline of a 60 foot wide Private Easement for Ingress, Egress and Public Utilities, as described below, N 02°20'24" W, 393.60 feet; thence continuing along the centerline of the said 60 foot wide Private Easement for Ingress, Egress and Public Utilities, along the arc of a curve, right, 167.03 feet; said curve has a radius of 300.00 feet, a central angle of 31°53'58" and a long chord which bears N 13°36'35"E, 164.88 feet to the center of a 75 foot radius cut-to-sac; thence N 10°17'16"W, 75.00 feet to the POINT OF BEGINNING of the 30 foot wide Shared Driveway Easement to be described; thence on the arc of a curve left, 15.10 feet, said curve has a radius of 75.00 feet, a central angle of 11°32'13" and a long chord which bears S 73°56'38"W, 15.08 feet; thence N 10°17'16" W, 57.48 feet; thence on the arc of a curve, left, 30.36 feet, said curve has a radius of 35.00 feet, a central angle of 49°41'59" and a long chord which bears N 35°08'16" W, 29.42 feet; thence N 30°00'46" E, 30.00 feet; thence on the arc of a curve, right, 56.58 feet, said curve has a radius of 65.00 feet, a central angle



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of 49°41'59" and a long chord which bears S 35°08'16" E, 54.63 feet; thence S 10°17'16" E, 57.48 feet; thence on the arc of a curve, left, 15.10 feet, said curve has a radius of 75.00 feet, a central angle of 11°32'13" and a long chord which bears S 85°28'51" W, 15.08 feet to the Point of Beginning.

**66 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES**  
 Part of the Northeast ¼ of Section 19 and the Northwest ¼ of Section 20, T2N-R6E, Brighton Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the West ¼ Corner of said Section 20, also being the East ¼ Corner of said Section 19; thence along the East-West ¼ line of said Section 19, also being the centerline of Hilton Road (66 foot wide Right of Way), S 87°37'23" W, 30.00 feet; thence N 02°20'24" W, 393.62 feet; thence along the arc of a curve, right, 94.96 feet, said curve has a radius of 330.00 feet, a central angle of 16°29'16" and a long chord which bears N 05°54'11" E, 94.64 feet; thence along the arc of a curve, left, 28.38 feet, said curve has a radius of 35.00 feet, a central angle of 46°27'02" and a long chord which bears N 09°04'39" W, 27.60 feet; thence along the arc of a curve, right, 375.17 feet, said curve has a radius of 75.00 feet, a central angle of 286°36'32" and a long chord which bears S 68°59'54" E, 89.63 feet; thence along the arc of a curve, left, 39.09 feet, said curve has a radius of 35.00 feet, a central angle of 63°59'10" and a long chord which bears S 42°18'47" W, 37.09 feet; thence along the arc of a curve, left, 59.66 feet, said curve has a radius of 270.00 feet, a central angle of 12°39'36" and a long chord which bears S 03°59'24" W, 59.54 feet; thence S 02°20'24" E, 393.12 feet; thence along the East-West ¼ line of said Section 20 and the centerline of Hilton Road, S 86°44'48" W, 30.00 feet to the Point of Beginning.



*William R. Strebbling*  
 William R. Strebbling P.S. #51686



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UNITED STATES US

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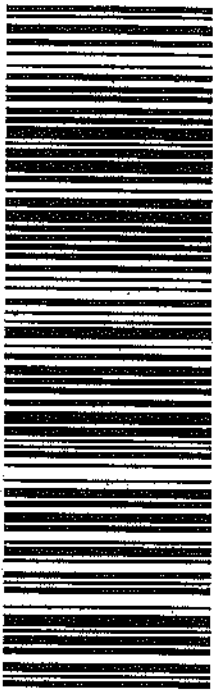
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