

NOTES:

GARAGE ON PARCEL C CURRENTLY ENCLOSES ONTO PARCEL D
NEW PARCEL CONFIGURATION ELIMINATES THIS ENCROACHMENT

ALL PARCELS ARE UNDER THE SAME OWNERSHIP

BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83(2011)

CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON NOVEMBER 25, 2020 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1:5000, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CURVE #	RADIUS	LENGTH	DELTA	CHORD
C1	54.40	48.23	50°48'00"	S13°30'42"W 46.67
C2	107.00	47.15	25°15'00"	S24°30'48"E 46.77
C3	541.00	134.55	14°15'00"	S44°15'48"E 134.21
C4	791.42	325.29	23°33'00"	S63°09'48"E 323.01
C5	147.00	169.84	66°12'00"	N71°57'42"E 160.55
C6	344.15	354.19	58°58'00"	N9°22'42"E 338.76
C7	230.70	197.50	49°03'00"	N44°37'48"W 191.52
C8	537.00	121.84	13°00'00"	N75°39'18"W 121.58
C9	967.00	264.41	15°40'00"	N89°59'18"W 263.59
C10	1025.00	151.42	8°27'51"	S77°56'47"W 151.28
C11	169.00	102.65	34°48'09"	S56°18'47"W 101.08

CURVE #	RADIUS	LENGTH	DELTA	CHORD
C12	54.40	16.39	17°15'52"	S30°16'46"W 16.33
C13	54.40	31.84	33°32'08"	S4°52'46"W 31.39
C14	791.42	108.25	7°50'14"	S55°18'25"E 108.17
C15	791.42	217.04	15°42'46"	S67°04'55"E 216.36
C16	147.00	89.64	34°56'20"	N87°35'32"E 88.26
C17	147.00	80.20	31°15'40"	N54°29'32"E 79.21
C18	344.15	89.92	14°58'14"	N31°22'35"E 89.67
C19	344.15	264.26	43°59'46"	N1°53'35"E 257.82
C20	230.70	111.72	27°44'49"	N33°58'43"W 110.63
C21	230.70	85.78	21°18'11"	N58°50'13"W 85.28
C22	537.00	0.84	0°05'23"	N69°12'00"W 0.84
C23	537.00	121.00	12°54'37"	N75°42'00"W 120.75

Arbor Land Consultants, Inc.
Professional Land Surveyors
6653 SCHNEIDER RD.
MANCHESTER, MI 48158
(734) 669-2960
www.arborlandinc.com

DATE: 11-30-2020
REVISION: 12-24-2020

CLIENT: KEN SHARROCK

BOUNDARY ADJUSTMENT
BETWEEN VARIOUS PARCELS OF LAND
IN THE SW 1/4 OF SECTION 32
T2S, R7E, SUPERIOR TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN.

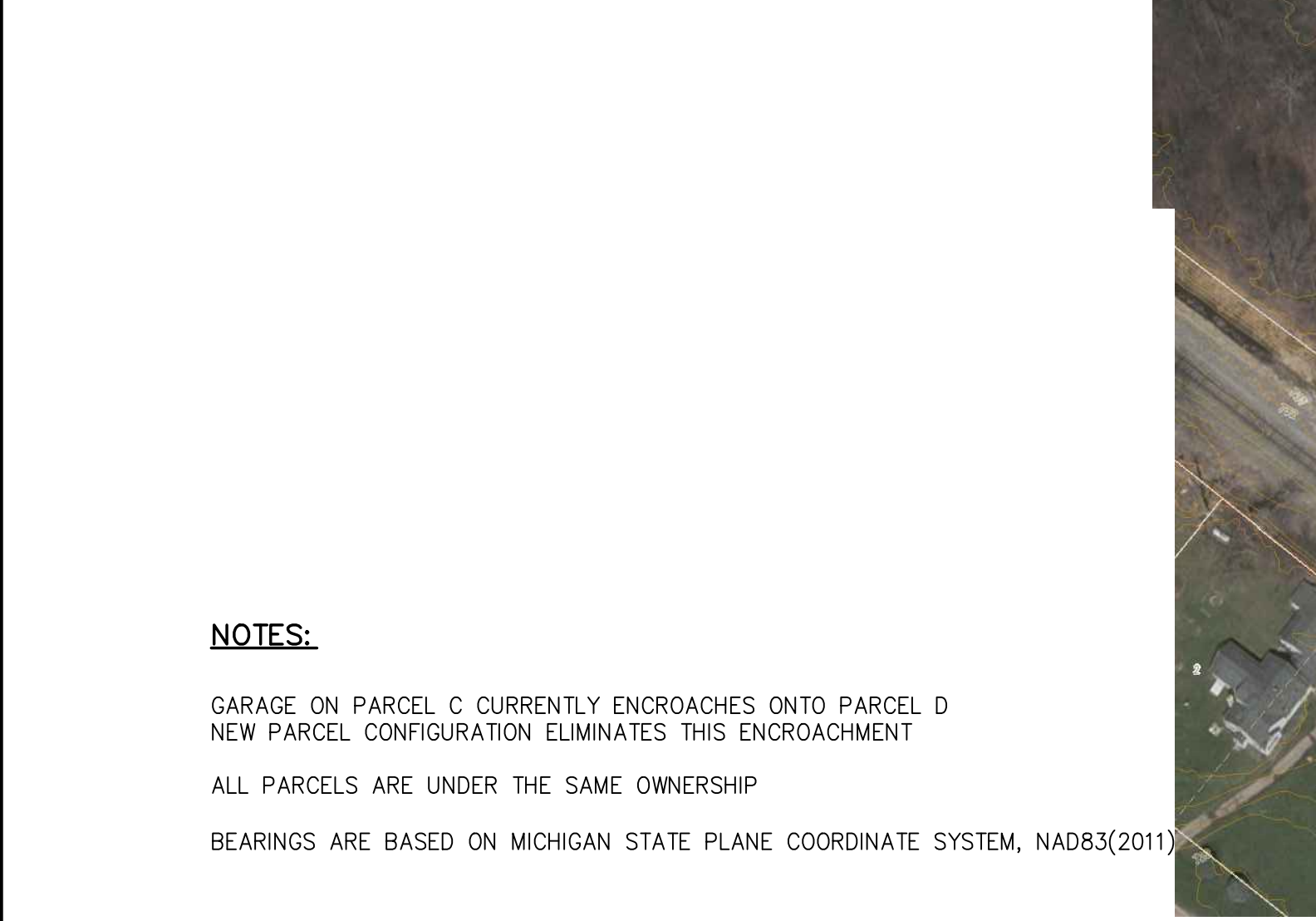
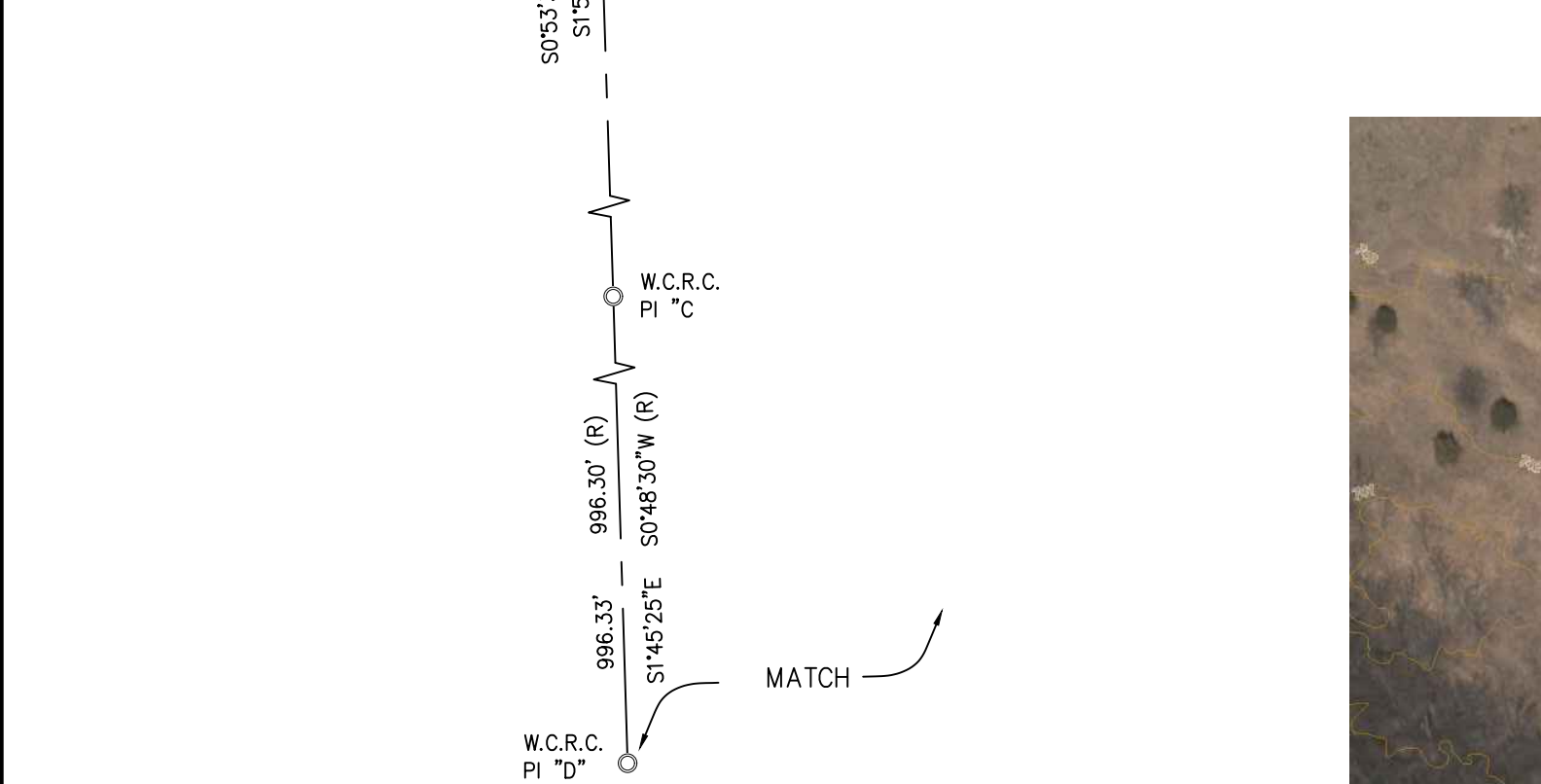
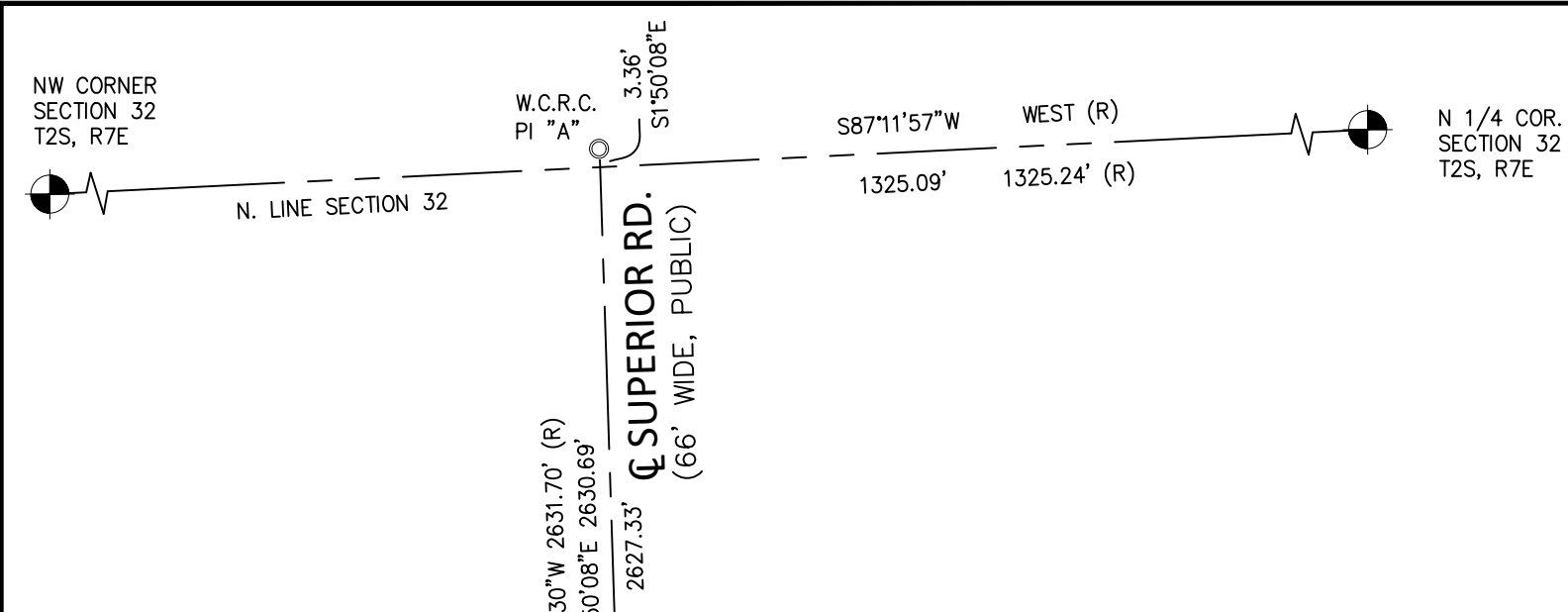
JOB No. 19020
SHEET 1 OF 2
SCALE 1 INCH = 80 FEET

SECTION CORNER
 ○ FOUND IRON PIPE
 ○ FOUND IRON ROD
 ○ SET IRON PIPE
 ○ SET IRON NAIL
 ○ FOUND WAG NAIL
 ○ FOUND WOOD LATH
 ○ CONTROL POINT
 ○ MEASURED DIMENSION
 ○ RECORDED DIMENSION
 ○ SURFACE FLOW

UTILITY NOTE:
 ○ 0/A ELEC.
 ○ 8" GAS
 ○ 18" WATER MAIN
 ○ 18" STORM LINE
 ○ 6" SANITARY LINE
 ○ 0/H CABLE
 ○ 1/6 COMM.
 ○ CHAIN LINK FENCE
 ○ WOOD FENCE
 ○ BARBED WIRE FENCE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT EITHER IN SERVICE OR ABANDONED. THE AREAS IN THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED AREAS AS ACCURATELY AS POSSIBLE. THE STRUCTURE INVENTORY SHOWN HEREON IS FOR INFORMATION ONLY.

811
Know what's below.
Call before you dig.



NOTES:

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NEW PARCEL CONFIGURATION ELIMINATES THIS ENCROACHMENT

ALL PARCELS ARE UNDER THE SAME OWNERSHIP

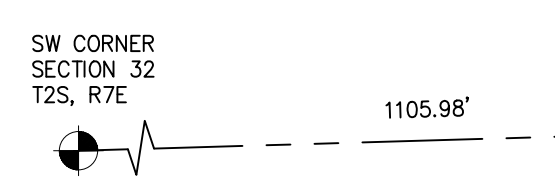
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STATE OF MICHIGAN
KVIN J. GINGRAS
License No. 4001048278
L.S.P. 1997

CLIENT: KEN SHARROCK
BOUNDARY ADJUSTMENT
BETWEEN VARIOUS PARCELS OF LAND
IN THE SW 1/4 OF SECTION 32
T2S, R7E, SUPERIOR TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN.

- 0/4 ELEC. - - - - - ELECTRIC LINE
- 8" - - - - - GAS MAIN
- 8" w - - - - - WATER MAIN
- 18" r - - - - - STORM LINE
- 6" - - - - - SANITARY LINE
- 0/4 CATV - - - - - CABLE TV LINE
- 1/2 COMM - - - - - PHONE LINE
- CHAIN LINK FENCE
- WOOD FENCE
- BARGED WIRE FENCE

- WATER MANHOLE
- FIRE HYDRANT
- GATE VALVE
- BEEHIVE CATCH BASIN
- CURB CATCH BASIN
- STORM MANHOLE
- CULVERT/UNDERSECTION
- SANITARY MANHOLE
- LIGHT POLE
- UTILITY POLE
- TELEPHONE RISER
- GAS MAIN RISER

- SECTION CORNER
- FOUND IRON PIPE
- FOUND IRON ROD
- SET IRON PIPE
- SET IRON NAIL
- SET WAG NAIL
- FOUND WAG NAIL
- SET WOOD LATH
- CONTROL POINT
- MEASURED DIMENSION
- RECORDED DIMENSION
- SURFACE FLOW

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811
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Call before you dig.

DATE: 11-30-2020
REVISION: 12-24-2020

JOB No. 19020
SHEET 1 OF 2

SCALE 1 INCH = 80 FEET

11-30-2020
12-24-2020

11-30-2020
12-24-2020

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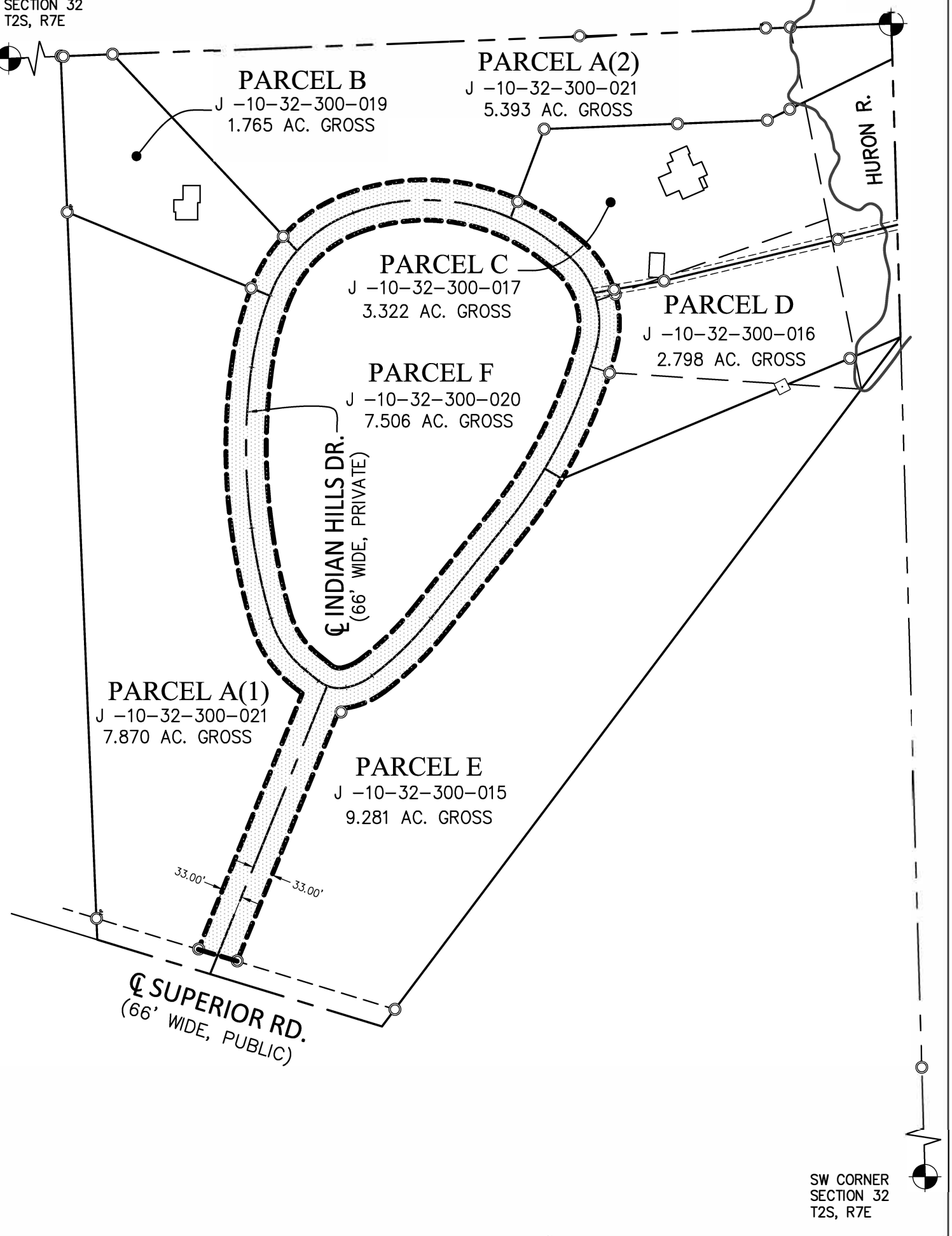
11-30-2020
12-24-2020

11-30-2020
12-24-2020

EXHIBIT A - INDIAN HILLS DRIVE

CENTER OF SECTION 32
T2S, R7E

S 1/4 COR.
SECTION 32
T2S, R7E



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Fax 669-2961

www.arborlandinc.com



JOB NO.: 19020 DATE: 12-24-2020

FLD. BOOK: - REVISED: -

SHEET 1 OF 1 BY: KJG

SKETCH OF EASEMENT

INDIAN HILLS DRIVE
IN THE SW 1/4 OF
SECTION 32, T2S, R7E
SUPERIOR TOWNSHIP,
WASHTENAW COUNTY,
STATE OF MICHIGAN.

LEGEND:

- SECTION CORNER
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND MAG NAIL
- FOUND MONUMENT
- SET IRON PIPE
- SET WOOD LATH
- RECORDED
- CALCULATED

SCALE: 1" = 200'



EXHIBIT B - RIVER ACCESS AREA EASEMENT

PARCEL F

J -10-32-300-020
7.506 AC. GROSS

PARCEL A(2)

J -10-32-300-021
5.393 AC. GROSS

INDIAN HILLS DR.
(66' WIDE, PRIVATE)

PARCEL C

J -10-32-300-017
3.322 AC. GROSS

BOAT HOUSE/
GARAGE

PARCEL D

J -10-32-300-016
2.798 AC. GROSS

PROPOSED 15' WIDE
RIVER ACCESS
EASEMENT

7.50' 7.50'

PROPERTY LINE

HURON R.










CLIENT: KEN SHARROCK

SKETCH OF EASEMENT

INDIAN HILLS DRIVE
IN THE SW 1/4 OF
SECTION 32, T2S, R7E
SUPERIOR TOWNSHIP,
WASHTENAW COUNTY,
STATE OF MICHIGAN.

LEGEND:

-  SECTION CORNER
-  FIP FOUND IRON PIPE
-  FIR FOUND IRON ROD
-  FMN FOUND MAG NAIL
-  FCM FOUND MONUMENT
-  S SET IRON PIPE
-  SET WOOD LAT
- (R) RECORDED
- (C) CALCULATED

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JOB NO.: 19020 DATE: 12-24-2020

FLD. BOOK: - REVISED: -

SHEET 1 OF 1 BY: KJG

SCALE: 1" = 200'



Exhibit C

PARCEL A(1):

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet) to the POINT OF BEGINNING; thence North 87°37'42" East 1191.62 feet (recorded as EAST 1190.00 feet); thence South 22°21'42" West 358.74 feet (recorded as South 24°44' West 359.05 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following seven (7) courses: 1) 121.00 feet along the arc of a 537.00 feet radius circular curve to the left, said curve having a central angle of 12°54'37" and a chord which bears North 75°42'00" West 120.75 feet, 2) 264.41 feet along the arc of a 967.00 feet radius circular curve to the left, said curve having a central angle of 15°40'00" and a chord which bears North 89°59'18" West 263.59 feet, 3) 151.42 feet along the arc of a 1025.00 feet radius circular curve to the left, said curve having a central angle of 8°27'51" and a chord which bears South 77°56'47" West 151.28 feet, 4) 102.65 feet along the arc of a 169.00 feet radius curve to the left, said curve having a central angle of 34°48'09" and a chord which bears South 56°18'47" West 101.08 feet, 5) South 38°54'42" West 28.24 feet, 6) 16.39 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 17°15'52" and a chord which bears South 30°16'46" West 16.33 feet, and 7) North 67°53'18" West 509.17 feet (recorded as North 65°31'00" West 508.13 feet) to a point on the Centerline of Superior Road; thence along said Centerline North 16°56'10" East 193.03 feet to the POINT OF BEGINNING,

ALSO:

PARCEL A(2):

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1446.73 feet (recorded as EAST 1445.50 feet); thence South 02°15'39" East 85.35 feet (recorded as South 00°06' West 85.00 feet) to the POINT OF BEGINNING; thence continuing South 02°15'39" East 1275.73 feet to the South 1/4 Corner of said Section 32; thence along the South line South 88°19'20" West 58.04 feet; thence North 26°04'08" West 227.82 feet; thence North 02°15'39" West 365.78 feet; thence North 69°19'18" West (recorded as North 66°57' West) 155.72 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 264.26 feet along the arc of a 344.15 feet radius circular curve to the left, said curve having a central angle of 43°59'46" and a chord which bears North 01°53'35" East 257.82 feet, and 2) 111.72 feet along the arc of a 230.70 feet radius circular curve to the left, said curve having a central angle of 27°44'49" and a chord which bears North 33°58'43" West 110.63 feet; thence North 46°46'42" East 440.83 feet (recorded as North 49°09' East 441.59 feet) to the POINT OF BEGINNING, containing 5.393 acres of land, more or less.

PARCEL B:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the

North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1191.62 feet (recorded as EAST 1190.00 feet) to the POINT OF BEGINNING; thence continuing North 87°37'42" East 255.11 feet (recorded as EAST 255.5 feet); thence South 02°15'39" East 85.35 feet (recorded as South 00°06' West 85.0 feet); thence South 46°46'42" West 440.83 feet (recorded as South 49°09" West 441.59 feet) to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 85.78 feet along the arc of a 230.70 feet radius circular curve to the left, said curve having a central angle of 21°18'11" and a chord which bears North 58°30'13" West 85.28 feet, and 2) 0.84 feet along the arc of a 537.00 feet radius circular curve to the left, said curve having a central angle of 00°05'23" and a chord which bears North 69°12'00" West 0.84 feet; thence North 22°21'42" East 358.74 feet (recorded as North 24°44'00" East 359.05 feet) to the POINT OF BEGINNING, containing 1.765 acres of land, more or less.

PARCEL C:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1446.73 feet (recorded as EAST 1445.50 feet); thence South 02°15'39" East (recorded as South 00°06' West) 849.76 feet; thence North 69°19'18" West 162.88 feet to the POINT OF BEGINNING; thence South 02°15'39" East 365.78 feet; thence South 26°04'08" East 227.82 feet to the South line of said Section 32; thence along said South line South 88°19'20" West 271.51 feet; thence North 13°27'41" West 392.70 feet; thence North 09°47'07" West 116.41 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following three (3) courses: 1) 80.20 feet along the arc of a 147.00 feet radius circular curve to the left, said curve having a central angle of 31°15'40" and a chord which bears North 54°29'32" East 79.21 feet, 2) North 38°51'42" East 17.83 feet, and 3) 89.92 feet along the arc of a 344.15 feet radius circular curve to the left, said curve having a central angle of 14°58'14" and a chord which bears North 31°22'35" East 89.67 feet; thence South 69°19'18" East 155.72 feet to the POINT OF BEGINNING, containing 3.322 acres of land, more or less.

PARCEL D:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 811.65 feet to a point on the Northerly line of the Norfolk Southern Railroad; thence along said Northerly line South 53°02'18" East

(recorded as South 50°40' East) 1412.03 feet to a point on the South line of said Section 32 and the POINT OF BEGINNING; thence North 22°43'25" West 600.83 feet; thence North 30°46'28" East 33.00 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 217.04 feet along the arc of a 791.42 feet radius circular curve to the left, said curve having a central angle of 15°42'46" and a chord which bears South 67°04'55" East 216.36 feet and 2) 89.64 feet along the arc of a 147.00 feet radius circular curve to the left, said curve having a central angle of 34°56'20" and a chord which bears North 87°35'32" East 88.26 feet; thence South 09°47'07" East 116.41 feet; thence South 13°27'41" East 392.70 feet to a point on the South line of said Section 32; thence along said South line South 88°19'20" West 183.54 feet to the POINT OF BEGINNING, containing 2.798 acres of land, more or less.

PARCEL E:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 517.40 feet to the POINT OF BEGINNING; thence along the Centerline of Indian Hills Drive, (66' wide, private) in the following six (6) courses: 1) South 67°53'18" East 509.17 feet (recorded as South 65°31'00" East 508.13 feet), 2) 31.84 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 33°32'08" and a chord which bears South 04°52'46" West 31.39 feet, 3) 47.15 feet along the arc of a 107.00 feet radius circular curve to the left, said curve having a central angle of 25°15'00" and a chord which bears South 24°30'48" East 46.77 feet, 4) 134.55 feet along the arc of a 541.00 feet radius circular curve to the left, said curve having a central angle of 14°15'00" and a chord which bears South 44°15'48" East 134.21 feet, 5) South 51°23'18" East 200.00 feet, and 6) 108.25 feet along the arc of a 791.42 feet radius circular curve to the left, said curve having a central angle of 7°50'14" and a chord which bears South 55°18'25" East 108.17 feet; thence South 30°46'28" West 33.00 feet; thence South 22°43'25" East 600.83 feet to the intersection of the South line of said Section 32 with the Northerly line of the Norfolk Southern Railroad; thence along said Northerly line North 53°02'18" West (recorded as North 50°40' West) 1412.03 feet to the Centerline of Superior Road; thence along said Centerline North 16°56'10" East 294.25 feet to the POINT OF BEGINNING, containing 9.281 acres of land, more or less.

PARCEL F:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 517.40 feet; thence along the Centerline of Indian Hills Drive, (66' wide, private) South 67°53'18" East 509.17 feet to the POINT OF BEGINNING; thence continuing along said Centerline in the following fifteen (15) courses: 1) 31.84 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 33°32'08" and a chord which bears South 04°52'46" West 31.39 feet, 2) 47.15 feet along the arc of a 107.00 feet radius circular curve to the left, said curve having a central angle of 25°15'00" and a chord

which bears South 24°30'48" East 46.77 feet, 3) 134.55 feet along the arc of a 541.00 feet radius circular curve to the left, said curve having a central angle of 14°15'00" and a chord which bears South 44°15'48" East 134.21 feet, 4) South 51°23'18" East 200.00 feet, 5) 325.29 feet along the arc of a 791.42 feet radius circular curve to the left, said curve having a central angle of 23°33'00" and a chord which bears South 63°09'48" East 323.01 feet, 6) 169.84 feet along the arc of a 147.00 feet radius circular curve to the left, said curve having a central angle of 66°12'00" and a chord which bears North 71°57'42" East 160.55 feet, 7) North 38°51'42" East 17.83 feet, 8) 354.19 feet along the arc of a 344.15 feet radius circular curve to the left, said curve having a central angle of 58°58'00" and a chord which bears North 09°22'42" East 338.76 feet; 9) 197.50 feet along the arc of a 230.70 feet radius circular curve to the left, said curve having a central angle of 49°03'00" and a chord which bears North 44°37'48" West 191.52 feet; 10) 121.84 feet along the arc of a 537.00 feet radius circular curve to the left, said curve having a central angle of 13°00'00" and a chord which bears North 75°39'18" West 121.58 feet; 11) 264.41 feet along the arc of a 967.00 feet radius circular curve to the left, said curve having a central angle of 15°40'00" and a chord which bears North 89°59'18" West 263.59 feet; 12) 151.42 feet along the arc of a 1025.00 feet radius circular curve to the left, said curve having a central angle of 8°27'51" and a chord which bears South 77°56'47" West 151.28 feet; 13) 102.65 feet along the arc of a 169.00 feet radius circular curve to the left, said curve having a central angle of 34°48'09" and a chord which bears South 56°18'47" West 101.08 feet; 14) South 38°54'42" West 28.24 feet, and 15) 16.39 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 17°15'52" and a chord which bears South 30°16'46" West 16.33 feet to the POINT OF BEGINNING, containing 7.506 acres of land, more or less.

ROAD EASEMENT

Together with and subject to an easement for ingress and egress and giving and granting an easement for ingress and egress described as follows: A right of way 66 feet in width, being 33 feet each side of the following described centerline and known as Indian Hills Drive: Commencing at the north quarter post of Section 32, Town 2 South, Range 7 East; thence West 1325.24 feet in the north line of Section 32 and the center line of Geddes Road to the centerline of Superior Road; thence South 0 degrees 53' 30" West 2631.7 feet along the centerline of Superior Road; thence South 0 degrees 48' 30" West 996.30 feet along the center line of Superior Road; thence South 19 degrees 29' 00" West 518.17 feet in the center line of Superior Road; thence South 65 degrees 31' 00" East 33.13 feet to a point in the easterly line of Superior Road for a Place of Beginning; thence South 65 degrees 31' 00" East 475.0 feet; thence southerly in the arc of a circular curve to the left of 54.40 feet radius through a central angle of 33 degrees 32' 00" the chord bears South 7 degrees 15' 00" West 31.39 feet; thence northeasterly in the arc of a circular curve to the left 107.0 foot radius through a central angle of 25 degrees 15' 00" the chord bears South 22 degrees 08' 30" East 46.77 feet; thence southeasterly in the arc of a circular curve to the left of 541.0 foot radius through a central angle of 14 degrees 15' 00" the chord bears South 41 degrees 53' 30" East 134.21 feet; thence South 49 degrees 01' 00" East 200.0 feet; thence Southeasterly in the arc of a circular curve to the left of 791.42 foot radius through a central angle of 23 degrees 33' 00" the chord bears South 60 degrees 47' 30" East 323.01 feet; thence Easterly in the arc of a circular curve to the left of 147.0 foot radius through a central angle of 66 degrees 12' 00" the chord bears North 74 degrees 20' 00" East 160.55 feet; thence North 41 degrees 14' 00" East 17.83 feet; thence Northerly in the arc of a circular curve to the left 344.15 foot radius through a central angle of 58 degrees 58' 00" the chord bears North 11 degrees 45' 00" East 338.76 feet; thence northwesterly in the arc of a circular curve to the left of 230.7 foot radius through a central angle of 49 degrees 03' 00" the chord bears North 42 degrees 15' 30" West 191.52 feet; thence westerly in the arc of a circular curve to the left of 537.0 foot radius through a central angle of 13 degrees 00' 00" the chord bears North 73 degrees 17' 00" West 121.58 feet; thence westerly in the arc of a circular curve to the left of 967.0 foot radius through a central angle of 15 degrees

40' 00" the chord bears North 87 degrees 37' 00" West 263.58 feet; thence westerly in the arc of a circular curve to the left of 1025.0 foot radius through a central angle of 8 degrees 30' 00" the chord bears South 80 degrees 18' 00" West 151.93 feet; thence southwesterly in the arc of a circular curve to the left of 168.82 feet radius through a central angle of 34 degrees 46' 00" the chord bears South 58 degrees 40' 00" West 100.87 feet; thence South 41 degrees 17' 00" West 27.61 feet; thence southwesterly in the arc of a circular curve to the left of 54.40 foot radius through a central angle of 17 degrees 16' 00" the chord bears South 32 degrees 39' 00" West 16.33 feet to the Place of Ending, said point of ending being South 65 degrees 31' 00" East 475.00 feet from the Place of Beginning, all being part of the southwest quarter of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.



DECLARATION OF PRIVATE ROAD AND RESTRICTIONS APPLICABLE TO PROPERTY

Kenneth M. Sharrock, Trustee of the Kenneth M. Sharrock Trust, whose address is 6300 Indian Hills Drive, Ypsilanti, MI 48198 (Sharrock), as fee title owner of the property described in the attached Exhibit C (the Premises), declares that the Premises shall be subject to the private road agreements and restrictive covenants stated below.

Recitals

- A. Sharrock owns the Premises, which includes several individual parcels (the Parcels or a Parcel); a private road, described in the attached Exhibit A (the Road); and a location for owners of Parcels within the Premises to access the Huron River (the River Access Area or RAA, described in the attached Exhibit B).
- B. Sharrock desires to develop the Premises as a high-quality residential development, and records this Declaration of Private Road and Restrictions Applicable to Property (Declaration) for the purposes of maintaining and preserving a residential neighborhood.
- C. To assist in maintaining the Road and the RAA, and to undertake other tasks required to maintain and preserve the residential neighborhood, Sharrock shall create a homeowner's association (HOA), comprised only of the owners of the Parcels within the Premises, and in which HOA all owners of Parcels within the Premises must be members.

Private Road and Restrictions Applicable to Property

Based upon the Recitals, Sharrock declares that the Premises shall be and are subject to all of the following terms, conditions, requirements, and restrictions.

- 1. All the Parcels in the Premises shall conform to the current municipal single family zoning laws.
- 2. No other buildings shall be erected, built, placed, altered, or permitted to remain on any Parcel within the Premises that exceed 2 1/2 stories in height unless

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Time Submitted for Recording
Date 1/19/2021 Time 10:45 AM
Laurence Kestenbaum
Washtenaw County Clerk/Register

27

otherwise approved by the HOA. All buildings larger than 300 square feet shall be either “stick built” or constructed on-site of modular components unless approved by the HOA.

3. There shall be a minimum floor area of 1,800 square feet for a single-family residence, exclusive of porches, garages, and breezeways, of which 1,100 square feet must be located on the ground floor, unless otherwise approved by the HOA.
4. Attached garages on the Premises shall contain at least two stalls, unless otherwise approved by the HOA.
5. All driveways on the Premises must be constructed of asphalt or concrete, unless they are constructed of some permeable material designed to reduce storm water run off, unless otherwise approved by the HOA.
6. All plans and elevations for any construction improvement (including original construction and any subsequent renovation or addition) on the Premises shall first be presented in triplicate to the HOA for written approval, before commencement of any construction.
7. All new home construction exterior facade materials above the grade line shall contain a minimum 50% of the structure’s total wall surface area using preferred materials such as brick, stone, stone veneer or stucco finishes unless otherwise approved by the HOA.
8. Each Parcel shall contain a 15 foot wide greenbelt easement along its side and rear property lines for the purpose of preserving existing trees (although there is a utility easement within this greenbelt easement, as stated below). Landscape, construction or permanent fixture plans for a Parcel with frontage on the Huron River (or the connecting canal) shall be submitted to the HOA for approval for the purpose of reasonably preserving and not restricting views of the Huron River and its connecting waterways by a next door or contiguous neighbor.
9. The HOA may assign the power of approvals contained in this Declaration to a committee of the HOA, which committee could include persons other than owners of a Parcel.
10. The exterior of any structure or improvement being constructed on a Parcel shall not remain incomplete for longer than eight months from the date on which construction of the improvement is commenced. All construction shall be diligently pursued to completion, and the completion shall occur before occupancy.
11. No commercial vehicles, semitrailers (either trailer or tractors, or both), or any larger trucks shall be permitted to be parked on a Parcel, except temporarily for pickup or delivery, unless enclosed within a garage.
12. No noxious, loud or offensive activities that may disturb other owners shall be allowed to take place on the Premises.
13. No Parcel shall be used or maintained as a “dumping ground” for rubbish. Trash, garbage, or other waste shall not be kept on a Parcel lot except in sanitary con-

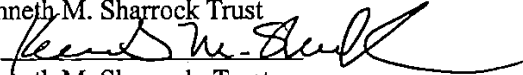
- tainers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash cans or containers shall be stored in the rear of any residence or within a garage, and shall be retrieved within 24 hours after pick-up. Restrictions related to garbage pick up may be modified by the HOA in the future as may be needed.
14. No livestock shall be kept on any Parcel without HOA approval of their shelter building and/or fencing locations. Each owner of a Parcel shall immediately clean up and properly dispose of any pet or animal waste. No roosters shall be permitted, and any dogs must be on a leash whenever off an owner's Parcel.
 15. The front setback of any structure erected on a Parcel shall be at least 75 feet from the front boundary line of the Parcel, and each structure must be set back at least 25 feet from each side boundary line of the Parcel.
 16. Each Parcel shall contain a 5 foot wide easement for utilities along each side property line; a 10 foot wide easement for utilities along the rear property line; and a 35 foot wide easement for drainage and utilities along the front property line. These easements may be assigned by the HOA to a public utility.
 17. Each Parcel Owner shall have the right to a 15 foot easement for ingress and egress as shown in Exhibit B that currently leads to the Huron River.
 18. Owners of Parcels may seek a variance from the design requirements herein from the HOA.
 19. Each Parcel shall have one vote in the HOA.
 20. The Road shall be maintained by the HOA in a high-quality state of repair, and the expenses to maintain the Road, including snow plowing and any other annual maintenance, shall be divided equally between all owners of the Parcels.
 21. The RAA shall be maintained by the HOA in a state such that it may be used by any owner of a Parcel for passive recreational activities or access to the canal that currently connects to the Huron River, and the expenses to maintain the RAA shall be divided equally between all owners of the Parcels.
 22. The HOA shall create a budget for the Premises and shall assess annual dues to the owner of each Parcel for expenses, as necessary, associated with the Premises, the Road, and the RAA. If an owner fails to pay such dues within the time specified for payment, the HOA or any owner may seek to enforce payment to the HOA by any means allowed under Michigan law. If the owner nevertheless fails to pay such dues, they may become a lien on the Parcel, and may be foreclosed as provided by Michigan statute.
 23. An owner and/or an invitee of an owner of a Parcel which damages the Road or the RAA shall be responsible for the cost of repairing such damage.
 24. Owners of Parcels may not revise their boundary lines or divide their Parcels without the prior written approval of the HOA, which approval may be withheld in the HOA's sole discretion.
 25. The provisions of this Declaration may be enforced by the HOA or by an owner of a Parcel. The enforcement shall be by proceedings at law or in equity

against any violation or attempted violation of this Declaration, either to re-
strain and enjoin the violation or to recover damages.

- 26. The provisions of this Declaration are made for the benefit of Sharrock and the owners of Parcels in the Premises, and are intended to run with the land and to be binding on successive owners of the Parcels in the Premises.
- 27. If any restriction set forth in this Declaration is found not to be binding on a party or a Parcel on the Premises, the validity of the restrictions in this Declaration as they relate to other parties and other Parcels on the Premises shall not be affected.

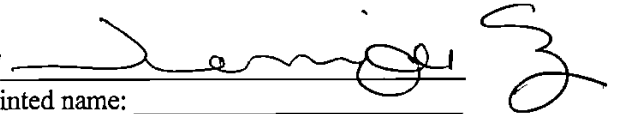
ATTACHED BY LAWS EXHIBIT D

Signature and notarization on following page

Kenneth M. Sharrock Trust
 By 
 Kenneth M. Sharrock, Trustee
 Date: 1-7-21

STATE OF MI-)
 CHIGAN)
Washtenaw)
 COUNTY)

Acknowledged before me in Washtenaw County, Michigan on Jan 7th, 2020, by
 Kenneth M. Sharrock.

/s/ 
Printed name: _____
Notary public, State of Michigan, County of _____.
My commission expires _____.
Acting in _____ County.

Jennifer Szczygiel
Notary Public, Livingston County, MI
My Commission Expires 12/1/2024
Acting in County of Washtenaw

✓ Drafted by and when recorded return to:
Scott E. Munzel (P39818)
9 Jefferson Court
Ann Arbor, MI 48103

Exhibit A

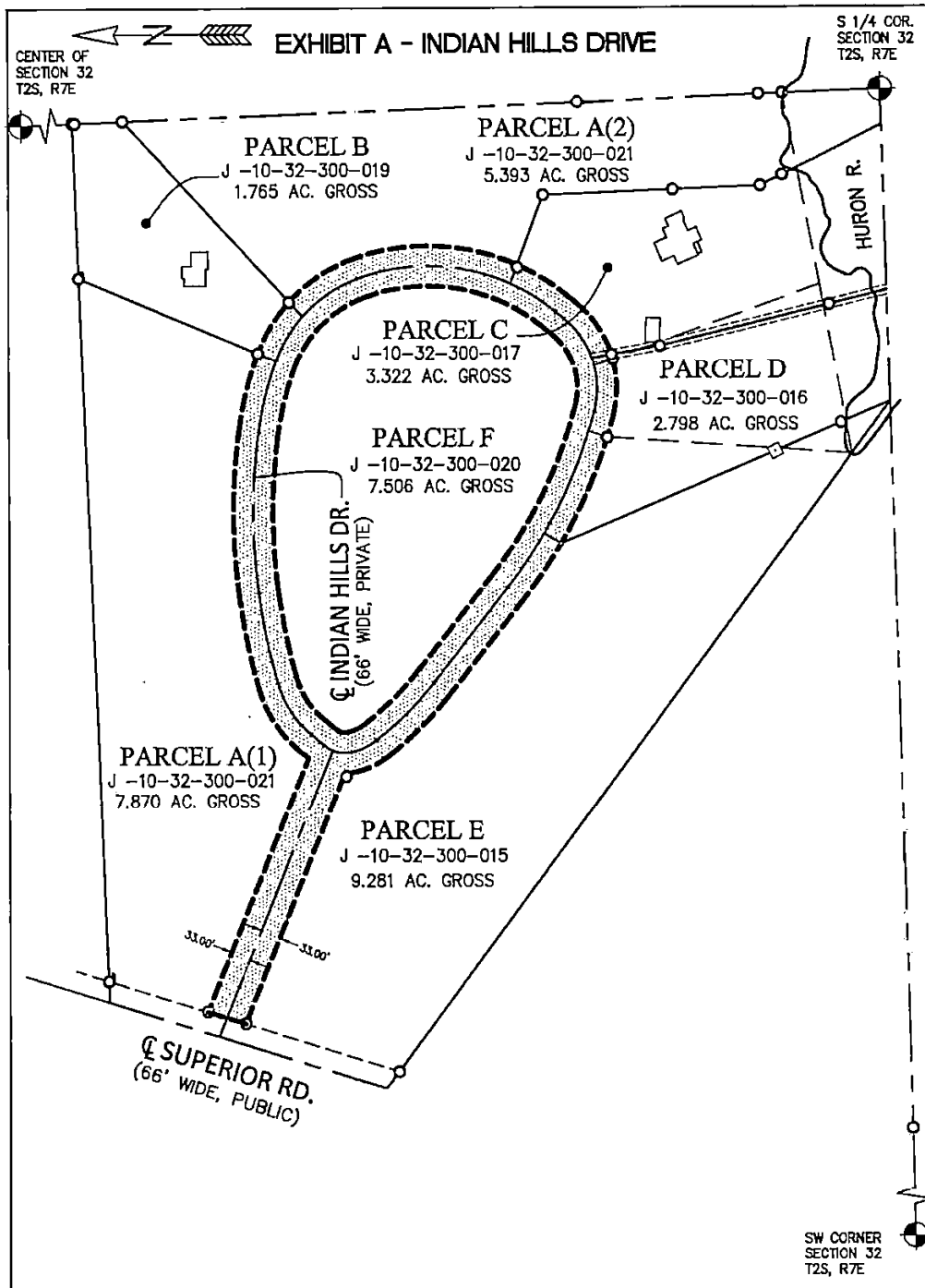
Road description

Exhibit B

River Access Area Easement

Exhibit C

Property description



CLIENT: KEN SHARROCK

SKETCH OF EASEMENT

INDIAN HILLS DRIVE
IN THE SW 1/4 OF
SECTION 32, T2S, R7E
SUPERIOR TOWNSHIP,
WASHENAW COUNTY,
STATE OF MICHIGAN.

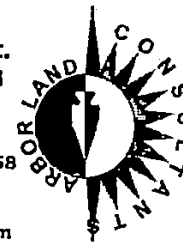
LEGEND:

- SECTION CORNER
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FMN FOUND MAG NAIL
- FCM FOUND MONUMENT
- S SET IRON PIPE
- SET WOOD LATH
- (R) RECORDED
- (c) CALCULATED

Arbor Land Consultants, Inc.
Professional Land Surveyors

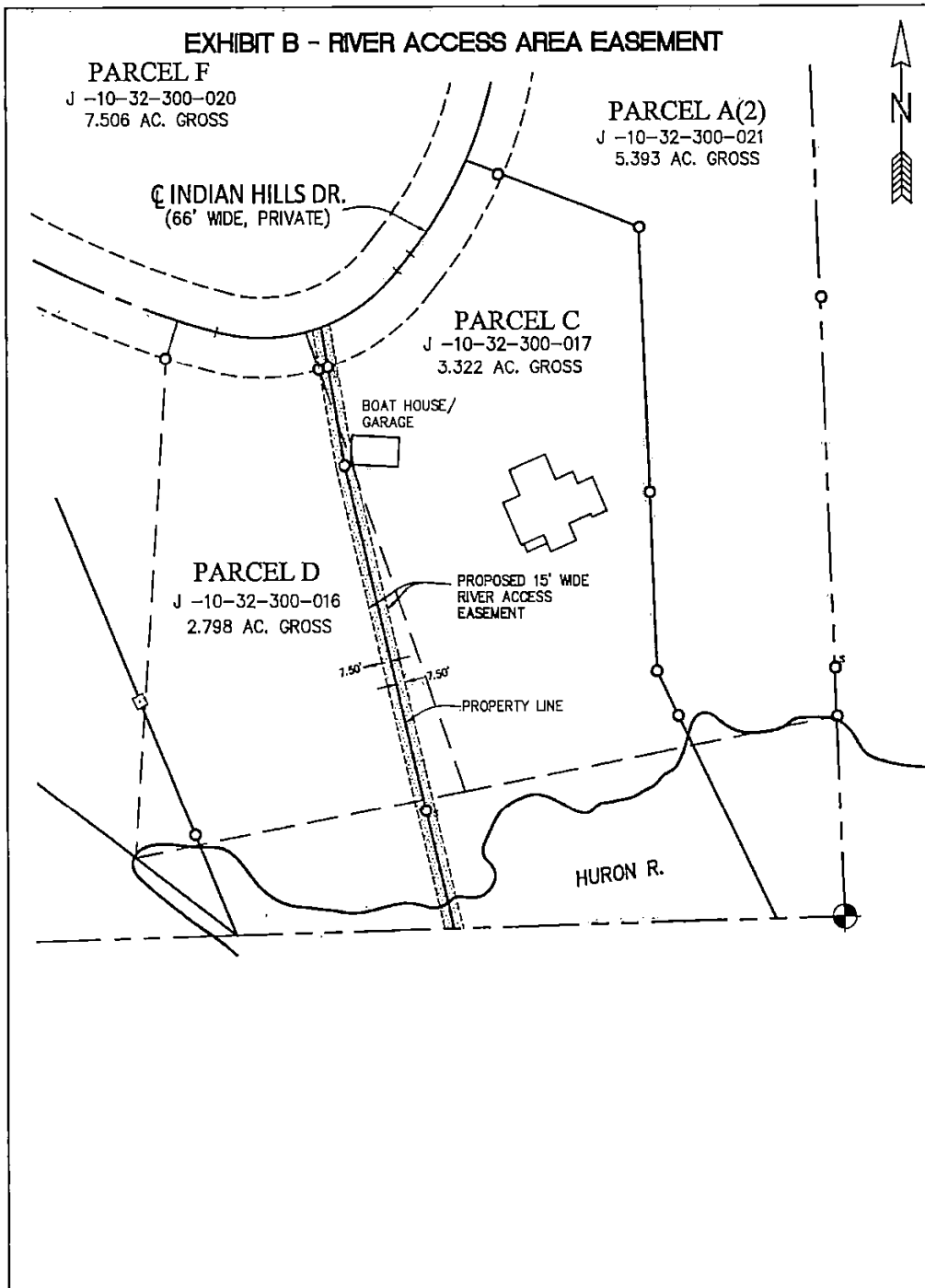
6653 SCHNEIDER RD.
MANCHESTER, MI 48158
(734) 669-2960
Fax 669-2961

www.arborlandinc.com



JOB NO.: 19020	DATE: 12-24-2020
FLD. BOOK: -	REVISED: -
SHEET 1 OF 1	BY: KJG

SCALE: 1" = 200'



CLIENT: KEN SHARROCK		Arbor Land Consultants, Inc. Professional Land Surveyors 6653 SCHNEIDER RD. MANCHESTER, MI 48158 (734) 669-2960 Fax 669-2961 www.arborlandinc.com		
SKETCH OF EASEMENT INDIAN HILLS DRIVE IN THE SW 1/4 OF SECTION 32, T2S, R7E SUPERIOR TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN.				
LEGEND: ● SECTION CORNER ○ FIP FOUND IRON PIPE ○ FIR FOUND IRON ROD ○ FMN FOUND MAG NAIL ○ FCM FOUND MONUMENT ○ S SET IRON PIPE □ SET WOOD LAT (R) RECORDED (C) CALCULATED		JOB NO.: 19020	DATE: 12-24-2020	
SCALE: 1" = 200'		FLD. BOOK: -	REVISED: -	
		SHEET 1 OF 1	BY: KJG	

Exhibit C**PARCELA(1):**

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet) to the POINT OF BEGINNING; thence North 87°37'42" East 1191.62 feet (recorded as EAST 1190.00 feet); thence South 22°21'42" West 358.74 feet (recorded as South 24°44' West 359.05 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following seven (7) courses: 1) 121.00 feet along the arc of a 537.00 feet radius circular curve to the left, said curve having a central angle of 12°54'37" and a chord which bears North 75°42'00" West 120.75 feet, 2) 264.41 feet along the arc of a 967.00 feet radius circular curve to the left, said curve having a central angle of 15°40'00" and a chord which bears North 89°59'18" West 263.59 feet, 3) 151.42 feet along the arc of a 1025.00 feet radius circular curve to the left, said curve having a central angle of 8°27'51" and a chord which bears South 77°56'47" West 151.28 feet, 4) 102.65 feet along the arc of a 169.00 feet radius curve to the left, said curve having a central angle of 34°48'09" and a chord which bears South 56°18'47" West 101.08 feet, 5) South 38°54'42" West 28.24 feet, 6) 16.39 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 17°15'52" and a chord which bears South 30°16'46" West 16.33 feet, and 7) North 67°53'18" West 509.17 feet (recorded as North 65°31'00" West 508.13 feet) to a point on the Centerline of Superior Road; thence along said Centerline North 16°56'10" East 193.03 feet to the POINT OF BEGINNING,

ALSO:

PARCELA(2):

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1446.73 feet (recorded as EAST 1445.50 feet); thence South 02°15'39" East 85.35 feet (recorded as South 00°06" West 85.00 feet) to the POINT OF BEGINNING; thence continuing South 02°15'39" East 1275.73 feet to the South 1/4 Corner of said Section 32; thence along the South line South 88°19'20" West 58.04 feet; thence North 26°04'08" West 227.82 feet; thence North 02°15'39" West 365.78 feet; thence North 69°19'18" West (recorded as North 66°57' West) 155.72 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 264.26 feet along the arc of a 344.15 feet radius circular curve to the left, said curve having a central angle of 43°59'46" and a chord which bears North 01°53'35" East 257.82 feet, and 2) 111.72 feet along the arc of a 230.70 feet radius circular curve to the left, said curve having a central angle of 27°44'49" and a chord which bears North 33°58'43" West 110.63 feet; thence North 46°46'42" East 440.83 feet (recorded as North 49°09' East 441.59 feet) to the POINT OF BEGINNING, containing 5.393 acres of land, more or less.

PARCEL B:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the

North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1191.62 feet (recorded as EAST 1190.00 feet) to the POINT OF BEGINNING; thence continuing North 87°37'42" East 255.11 feet (recorded as EAST 255.5 feet); thence South 02°15'39" East 85.35 feet (recorded as South 00°06' West 85.0 feet); thence South 46°46'42" West 440.83 feet (recorded as South 49°09" West 441.59 feet) to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 85.78 feet along the arc of a 230.70 feet radius circular curve to the left, said curve having a central angle of 21°18'11" and a chord which bears North 58°30'13" West 85.28 feet, and 2) 0.84 feet along the arc of a 537.00 feet radius circular curve to the left, said curve having a central angle of 00°05'23" and a chord which bears North 69°12'00" West 0.84 feet; thence North 22°21'42" East 358.74 feet (recorded as North 24°44'00" East 359.05 feet) to the POINT OF BEGINNING, containing 1.765 acres of land, more or less.

PARCEL C:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 324.37 feet (recorded as South 19°29'00" West 324.48 feet); thence North 87°37'42" East 1446.73 feet (recorded as EAST 1445.50 feet); thence South 02°15'39" East (recorded as South 00°06' West) 849.76 feet; thence North 69°19'18" West 162.88 feet to the POINT OF BEGINNING; thence South 02°15'39" East 365.78 feet; thence South 26°04'08" East 227.82 feet to the South line of said Section 32; thence along said South line South 88°19'20" West 271.51 feet; thence North 13°27'41" West 392.70 feet; thence North 09°47'07" West 116.41 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following three (3) courses: 1) 80.20 feet along the arc of a 147.00 feet radius circular curve to the left, said curve having a central angle of 31°15'40" and a chord which bears North 54°29'32" East 79.21 feet, 2) North 38°51'42" East 17.83 feet, and 3) 89.92 feet along the arc of a 344.15 feet radius circular curve to the left, said curve having a central angle of 14°58'14" and a chord which bears North 31°22'35" East 89.67 feet; thence South 69°19'18" East 155.72 feet to the POINT OF BEGINNING, containing 3.322 acres of land, more or less.

PARCEL D:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 811.65 feet to a point on the Northerly line of the Norfolk Southern Railroad; thence along said Northerly line South 53°02'18" East

(recorded as South 50°40' East) 1412.03 feet to a point on the South line of said Section 32 and the POINT OF BEGINNING; thence North 22°43'25" West 600.83 feet; thence North 30°46'28" East 33.00 feet to the Centerline of Indian Hills Drive, (66' wide, private); thence along said Centerline in the following two (2) courses: 1) 217.04 feet along the arc of a 791.42 feet radius circular curve to the left, said curve having a central angle of 15°42'46" and a chord which bears South 67°04'55" East 216.36 feet and 2) 89.64 feet along the arc of a 147.00 feet radius circular curve to the left, said curve having a central angle of 34°56'20" and a chord which bears North 87°35'32" East 88.26 feet; thence South 09°47'07" East 116.41 feet; thence South 13°27'41" East 392.70 feet to a point on the South line of said Section 32; thence along said South line South 88°19'20" West 183.54 feet to the POINT OF BEGINNING, containing 2.798 acres of land, more or less.

PARCEL E:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 517.40 feet to the POINT OF BEGINNING; thence along the Centerline of Indian Hills Drive, (66' wide, private) in the following six (6) courses: 1) South 67°53'18" East 509.17 feet (recorded as South 65°31'00" East 508.13 feet), 2) 31.84 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 33°32'08" and a chord which bears South 04°52'46" West 31.39 feet, 3) 47.15 feet along the arc of a 107.00 feet radius circular curve to the left, said curve having a central angle of 25°15'00" and a chord which bears South 24°30'48" East 46.77 feet, 4) 134.55 feet along the arc of a 541.00 feet radius circular curve to the left, said curve having a central angle of 14°15'00" and a chord which bears South 44°15'48" East 134.21 feet, 5) South 51°23'18" East 200.00 feet, and 6) 108.25 feet along the arc of a 791.42 feet radius circular curve to the left, said curve having a central angle of 7°50'14" and a chord which bears South 55°18'25" East 108.17 feet; thence South 30°46'28" West 33.00 feet; thence South 22°43'25" East 600.83 feet to the intersection of the South line of said Section 32 with the Northerly line of the Norfolk Southern Railroad; thence along said Northerly line North 53°02'18" West (recorded as North 50°40' West) 1412.03 feet to the Centerline of Superior Road; thence along said Centerline North 16°56'10" East 294.25 feet to the POINT OF BEGINNING, containing 9.281 acres of land, more or less.

PARCEL F:

A part of the Southwest 1/4 of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan described as: Commencing at the North 1/4 Corner of said Section 32; thence along the North line of said Section and the Centerline of Geddes Road South 87°11'57" West 1325.09 feet to a point on the Centerline of Superior Road, said point being located South 01°50'08" East 3.36 feet from WCRC PI "A"; thence along said Centerline in the following three (3) courses: 1) South 01°50'08" East 2627.33 feet (recorded as South 00°53'30" West 2631.70 feet, 2) South 01°45'25" East 996.33 feet (recorded as South 00°48'30" West 996.30 feet), and 3) South 16°56'10" West 517.40 feet; thence along the Centerline of Indian Hills Drive, (66' wide, private) South 67°53'18" East 509.17 feet to the POINT OF BEGINNING; thence continuing along said Centerline in the following fifteen (15) courses: 1) 31.84 feet along the arc of a 54.40 feet radius circular curve to the left, said curve having a central angle of 33°32'08" and a chord which bears South 04°52'46" West 31.39 feet, 2) 47.15 feet along the arc of a 107.00 feet radius circular curve to the left, said curve having a central angle of 25°15'00" and a chord

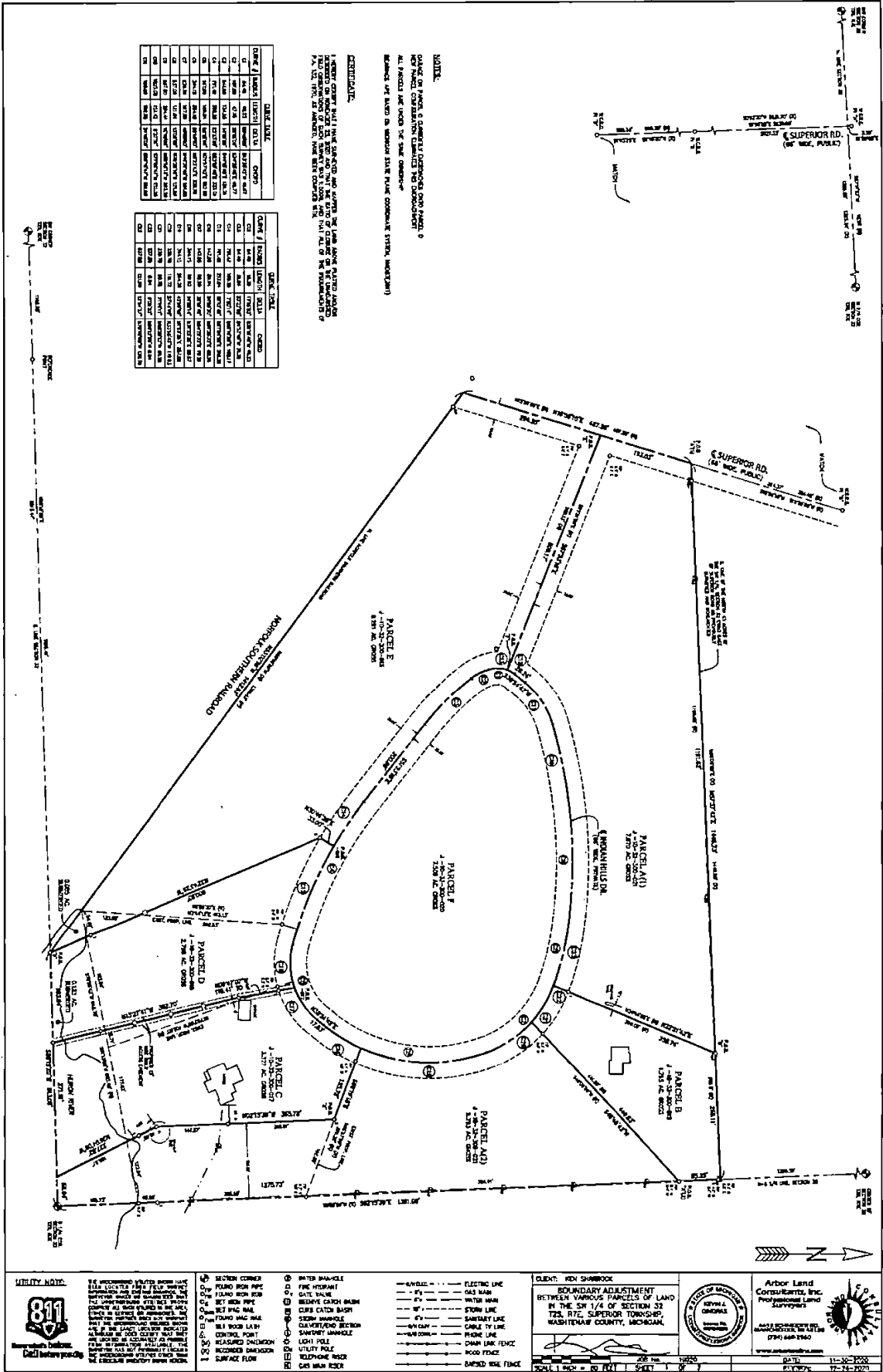
which bears South 24°30'48" East 46.77 feet, 3) 134.55 feet along the arc of a 541.00 foot radius circular curve to the left, said curve having a central angle of 14°15'00" and a chord which bears South 44°15'48" East 134.21 feet, 4) South 51°23'18" East 200.00 feet, 5) 325.29 feet along the arc of a 791.42 foot radius circular curve to the left, said curve having a central angle of 23°33'00" and a chord which bears South 63°09'48" East 323.01 feet, 6) 169.84 feet along the arc of a 147.00 foot radius circular curve to the left, said curve having a central angle of 66°12'00" and a chord which bears North 71°57'42" East 160.55 feet, 7) North 38°51'42" East 17.83 feet, 8) 354.19 feet along the arc of a 344.15 foot radius circular curve to the left, said curve having a central angle of 58°58'00" and a chord which bears North 09°22'42" East 338.76 feet; 9) 197.50 feet along the arc of a 230.70 foot radius circular curve to the left, said curve having a central angle of 49°03'00" and a chord which bears North 44°37'48" West 191.52 feet; 10) 121.84 feet along the arc of a 537.00 foot radius circular curve to the left, said curve having a central angle of 13°00'00" and a chord which bears North 75°39'18" West 121.58 feet; 11) 264.41 feet along the arc of a 967.00 foot radius circular curve to the left, said curve having a central angle of 15°40'00" and a chord which bears North 89°59'18" West 263.59 feet; 12) 151.42 feet along the arc of a 1025.00 foot radius circular curve to the left, said curve having a central angle of 8°27'51" and a chord which bears South 77°56'47" West 151.28 feet; 13) 102.65 feet along the arc of a 169.00 foot radius circular curve to the left, said curve having a central angle of 34°48'09" and a chord which bears South 56°18'47" West 101.08 feet; 14) South 38°54'42" West 28.24 feet, and 15) 16.39 feet along the arc of a 54.40 foot radius circular curve to the left, said curve having a central angle of 17°15'52" and a chord which bears South 30°16'46" West 16.33 feet to the POINT OF BEGINNING, containing 7.506 acres of land, more or less.

ROAD EASEMENT

Together with and subject to an easement for ingress and egress and giving and granting an easement for ingress and egress described as follows: A right of way 66 feet in width, being 33 feet each side of the following described centerline and known as Indian Hills Drive: Commencing at the north quarter post of Section 32, Town 2 South, Range 7 East; thence West 1325.24 feet in the north line of Section 32 and the center line of Geddes Road to the centerline of Superior Road; thence South 0 degrees 53' 30" West 2631.7 feet along the centerline of Superior Road; thence South 0 degrees 48' 30" West 996.30 feet along the center line of Superior Road; thence South 19 degrees 29' 00" West 518.17 feet in the center line of Superior Road; thence South 65 degrees 31' 00" East 33.13 feet to a point in the easterly line of Superior Road for a Place of Beginning; thence South 65 degrees 31' 00" East 475.0 feet; thence southerly in the arc of a circular curve to the left of 54.40 feet radius through a central angle of 33 degrees 32' 00" the chord bears South 7 degrees 15' 00" West 31.39 feet; thence northeasterly in the arc of a circular curve to the left 107.0 foot radius through a central angle of 25 degrees 15' 00" the chord bears South 22 degrees 08' 30" East 46.77 feet; thence southeasterly in the arc of a circular curve to the left of 541.0 foot radius through a central angle of 14 degrees 15' 00" the chord bears South 41 degrees 53' 30" East 134.21 feet; thence South 49 degrees 01' 00" East 200.0 feet; thence Southeasterly in the arc of a circular curve to the left of 791.42 foot radius through a central angle of 23 degrees 33' 00" the chord bears South 60 degrees 47' 30" East 323.01 feet; thence Easterly in the arc of a circular curve to the left of 147.0 foot radius through a central angle of 66 degrees 12' 00" the chord bears North 74 degrees 20' 00" East 160.55 feet; thence North 41 degrees 14' 00" East 17.83 feet; thence Northerly in the arc of a circular curve to the left 344.15 foot radius through a central angle of 58 degrees 58' 00" the chord bears North 11 degrees 45' 00" East 338.76 feet; thence northwesterly in the arc of a circular curve to the left of 230.7 foot radius through a central angle of 49 degrees 03' 00" the chord bears North 42 degrees 15' 30" West 191.52 feet; thence westerly in the arc of a circular curve to the left of 537.0 foot radius through a central angle of 13 degrees 00' 00" the chord bears North 73 degrees 17' 00" West 121.58 feet; thence westerly in the arc of a circular curve to the left of 967.0 foot radius through a central angle of 15 degrees

40' 00" the chord bears North 87 degrees 37' 00" West 263.58 feet; thence westerly in the arc of a circular curve to the left of 1025.0 foot radius through a central angle of 8 degrees 30' 00" the chord bears South 80 degrees 18' 00" West 151.93 feet; thence southwesterly in the arc of a circular curve to the left of 168.82 feet radius through a central angle of 34 degrees 46' 00" the chord bears South 58 degrees 40' 00" West 100.87 feet; thence South 41 degrees 17' 00" West 27.61 feet; thence southwesterly in the arc of a circular curve to the left of 54.40 foot radius through a central angle of 17 degrees 16' 00" the chord bears South 32 degrees 39' 00" West 16.33 feet to the Place of Ending, said point of ending being South 65 degrees 31' 00" East 475.00 feet from the Place of Beginning, all being part of the southwest quarter of Section 32, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.

Original may be found at Arbor Land Consultants



DATE TABLE

DATE	DESCRIPTION	BY
01/19/2021	FINAL SURVEY	[Signature]
01/15/2021	PRELIMINARY SURVEY	[Signature]
01/10/2021	FIELD NOTES	[Signature]

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

2. ALL CORNERS ARE TO BE SET WITH IRON PIPES OR IRON PINS.

3. THE BOUNDARY LINE BETWEEN PARCELS A AND B IS TO BE A 5-FOOT WIDE EASEMENT.

ABSTRACT:

1. PARCEL A: 3.75 AC. OR. GR.

2. PARCEL B: 3.05 AC. OR. GR.

3. PARCEL C: 4.75 AC. OR. GR.

4. PARCEL D: 4.25 AC. OR. GR.

5. PARCEL E: 4.10-20-30-60 AC. OR. GR.

6. PARCEL F: 4.10-20-30-60 AC. OR. GR.

UTILITY NOTES:

SECTION CORNER

- IRON PIPE
- IRON PIN
- WOOD POST
- CONTROL POINT
- RECESSED DIMENSION
- SURFACE FLOW

UTILITY

- WATER MAIN
- FIRE MAIN
- GUY WIRE
- STORM SEWER
- CURB CATCH BASIN
- SEWER MANHOLE
- SANITARY MANHOLE
- LIGHT POLE
- UTILITY POLE
- TELEPHONE POLE
- GAS MAIN
- WINDY PILE
- ELEC. LINE
- GAS MAIN
- WATER MAIN
- STORM LINE
- SANITARY LINE
- CHAIR LINE
- PHONE LINE
- CHAIR LINE
- CHAIR LINE
- CHAIR LINE
- CHAIR LINE

CLIENT: KEN SHIROOK

BOUNDARY ADJUSTMENT
BETWEEN VARIOUS PARCELS OF LAND
IN THE SW 1/4 OF SECTION 32
T22 R7E SUPERIOR TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN.

Arbor Land Consultants, Inc.
Professional Land Surveyors
4447 E. SCHOONER RD., SUITE 200
ANN ARBOR, MI 48106
(734) 669-2960

DATE: 11-20-2020
BY: KJS

Exhibit D

BYLAWS

Huron Indian Hills Homeowners' Association

1.

ASSOCIATION OF OWNERS

The Huron Indian Hills Homeowners' Association is formed by Kenneth M. Sharrock, Trustee for Kenneth M. Sharrock Trust (Developer), who owns all parcels of land within the Huron Indian Hills Homeowners' Association. The owner of each parcel of land (Owner) must be a member of the Huron Indian Hills Homeowners' Association (the Association), and no other person or entity may be a member of the Association. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Owner's land.

The Association is a non-profit corporation, organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the relevant land within the boundaries of the Association. These Bylaws shall constitute the bylaws of the Association provided for under the Michigan Non-profit Corporation Act.

The Owners share a private road for ingress and egress to access their parcels of land (the Road). The Owners are each benefited by an easement to access the waters of the Huron River (the River Access Area or RAA). There are also restrictions which affect all of the land within the boundaries of the Association, as stated in the Declaration of Private Road and Restrictions Applicable to Property (the Declaration). The Association shall maintain the Road and RAA, and undertake any other activities required or desired under the Declaration.

2.

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Declaration shall be levied by the Association against the Owners in accordance with the following provisions:

Expenditures and Receipts Regarding Administration. All costs incurred by the Association in satisfaction of any maintenance costs or liability arising within, caused by, or connected with the Declaration and easements for which the Association has maintenance responsibility or the administration of the Association shall constitute expenditures affecting the administration of the Association. Assessments shall be determined in accordance with the following provisions:

Budget and General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project

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all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Association, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Owner and the periodic assessment for said year shall be established based upon said budget. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or based on an emergency, the Board of Directors has the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein, all assessments levied against the Owners to cover expenses of administration shall be apportioned equally among each Owner of a parcel of land included in the Declaration. Annual assessments shall be payable by Owners annually unless otherwise determined by the Board of Directors, which liability commences with the acquisition of fee simple title to a parcel of land included in the Declaration. 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 due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of twelve percent (12%) per annum until each installment is paid in full. The Association may levy fines for the late payment in addition to such interest. Each Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Owner's parcel of land which may be levied while such Owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

2.1. Enforcement

Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment. In the event of default by any Owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. An Owner in default shall not be entitled to any rights granted under the Declaration and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Owner of

ingress or egress to and from such Owner's parcel of land. These remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

Notice of Action. No suit at law for a money judgment shall be commenced until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at the last known address of such Owner(s), a written notice that one or more installments of the general periodic or special assessment is or are delinquent and that the Association may invoke any of its remedies hereunder. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association, shall be chargeable to the Owner in default.

Personal Property Tax and Special Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Association owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

3.

ARBITRATION / JUDICIAL ACTIONS AND CLAIMS

Scope and Election. Disputes related to the maintenance obligations of the Association or any disputes, claims or grievances arising among or between the Owners and the Association, must first proceed to mediation, according to the local custom in Washtenaw County, and the parties shall participate in such mediation in good faith, prior to the filing of any lawsuits. The costs of the mediation shall be divided between all parties to the mediation.

Judicial Relief. Following mediation, a party may petition the courts to resolve any such disputes, claims or grievances.

Judicial Claims and Actions. Actions on behalf of and against the Owners shall be brought in the name of the Association, and the Association may assert, defend or settle claims on behalf of all Owners in connection with Association or the Declaration. The commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority of the Owners.

4.

INSURANCE

Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Declaration and the Association, obtain and carry insurance, and such insurance shall be carried and administered in accordance with the following provisions:

Liability Insurance. The Association shall carry liability insurance on any property whose use is shared by the Owners, and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

5.

RECONSTRUCTION OR REPAIR

If any part of the Road, the RAA, or any other shared property or interest of the Owners is damaged, the Association shall repair it to its original condition, unless the Owners vote to proceed in some other manner. The repair shall proceed with all deliberate speed. If the damage was caused by an Owner or an Owner's guests or invitees, that Owner shall be responsible for the costs of the repair.

6.

RESTRICTIONS / ARCHITECTURAL CONTROL

The Association shall and any of the Owners may enforce the restrictions contained in the Declaration. The Board of Directors may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners. The land included in the Declaration shall at all times be maintained in a manner consistent with the highest standards of a high-quality development project for the benefit of the Owners. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, and enforce the terms of the Declaration in a manner consistent with the maintenance of such high standards, then an Owner may elect to maintain, repair and/or enforce such obligations and to charge the cost thereof to the Association as an expense of administration.

7.

VOTING

Vote. All of the Owners of land included in the Declaration shall be entitled to only one vote for each parcel of land owned (Parcel), and the value of the vote attributed to each Parcel shall be equal.

Eligibility to Vote. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Parcel to the Association, and the Owner is current on all assessments due to the Association. The vote of each Owner may be cast only by the individual representative designated by such Owner or by a proxy given by such individual representative.

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 and receive all notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative designated, the Parcels owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by an Owner at any time by filing a new notice in the manner herein provided.

Quorum. The presence in person or by proxy of three Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

Majority. A majority, except where otherwise provided herein, shall consist of at least five (5) votes of Owners of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present.

8.

MEETINGS

Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order.

Annual Meetings. The Association shall hold at least one meeting per year, and annual meetings of the Association shall be held on the first Thursday of October, or at such a date selected by the Board of Directors, at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Owners a Board of Directors. The Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

8.1. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by Owners of fifty percent (50%) of the Parcels. 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.

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 of the time and place where it is to be held, upon each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage pre-paid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association 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.

Adjournment. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than four (4) days from the time the original meeting was called.

Order of Business. The order of business at all meetings of the Owners shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) determination of whether a quorum is present; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of officers; (6) reports of committees; (7) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (8) election of Directors (at annual meeting or special meetings held for such purpose); (9) unfinished business; and (10) new business. Meetings of Owners shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Action Without Meeting. Any action which may be taken at a meeting of the Owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the Owners, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided for the giving of notice of meetings of Owners. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Owner specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of votes or total percentage of approvals which equals or exceeds the number of votes which would

be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Consent of Absentees. The transactions at any meeting of Owners, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Owners, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

9.

BOARD OF DIRECTORS

Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) Owners. Directors shall serve without compensation. Non-Owners may serve on the Board of Directors until there are at least two Owners other than Kenneth M. Sharrock.

9.1. Election of Directors. The Directors shall be elected to the Board of Directors by the Owners.

9.2. At the First Annual Meeting at which there are two (2) other Owners other than Kenneth M. Sharrock (and all subsequent Annual Meetings), there shall be an election for each individual Director position. The term of office for each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things required to be exercised and done by the Owners.

Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

Affairs of the Association. To manage and administer the affairs of and to maintain the Association.

Assessments. To levy and collect assessments from the members of the Association and to use these proceeds for the purposes of the Association.

Insurance. To carry insurance and collect and allocate any proceeds.

Reconstruction. To rebuild improvements to the Road and the RAA.

Management. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.

Rules and Regulations. To make rules and regulations in accordance with these Bylaws.

Form Committees. To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Association.

Enforcement. To enforce the provisions of the Declaration and these Bylaws.

Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, and the Board may delegate to such management agent any other duties or powers which are not required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party.

Vacancies. 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 the 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.

Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal quorum. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion.

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 Direc-

tors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, electronic communication, or facsimile at least ten (10) days prior to the date named for such meeting.

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, electronic communication, or facsimile 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 two (2) Directors.

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 meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. 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.

First Board of Directors. The actions of the first Board of Directors of the Association shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors.

10.

OFFICERS

Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. Any two (2) offices except that of President may be held by one person.

President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Treasurer. The Treasurer shall have responsibility for the 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. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. All checks written or other funds paid out shall require two signatures of Association representatives.

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

Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

11.

FINANCE

Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses, and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at

least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit.

Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

12.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; 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 (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. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors 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.

13.

AMENDMENTS

These Bylaws may be amended by the Association. A copy of each amendment to these Bylaws shall be made available to every Owner after adoption.

14.

REMEDIES FOR DEFAULT

Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

Legal Action. Failure to comply with any of the terms or provisions of the Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

Recovery of Costs. In any proceeding arising because of an alleged default by any Owner, the Association (or an enforcing Owner), if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court.

Assessment of Fines. The violation of any of the provisions of the Declaration by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Owners. Thereafter, fines may be assessed only upon notice to the offending Owners, and an opportunity for such Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Collection. The fines levied shall be assessed against the Owner and shall be due and payable together with the regular Association assessment on the first of the next following month.

Non-Waiver of Right. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration shall not constitute a waiver of the right of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

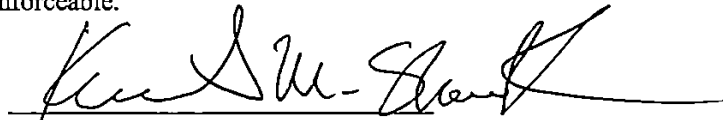
Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Enforcement of Provisions of Declaration. An Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Declaration. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Declaration.

15.

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Declaration 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 Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



Kenneth M. Sharrock, Trustee

Developer

Dated: January 7, 2021