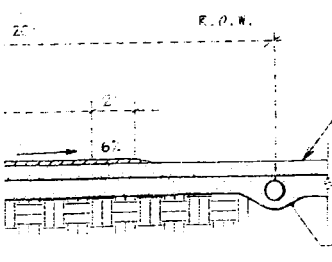


ZONING:  
 NON-COM  
 SECTION  
 ZONING  
 MIN. LC  
 MIN. LC  
 LOT COV  
 SETBACK  
 WATER E  
 INDIVIS  
 PUBLIC  
 APPROV  
 PUBLIC  
 GRINDOR  
 COLLECT  
 TOTAL A  
 TOTAL A  
 TOTAL W  
 95 - 11

TYP. ROAD  
 CROSS SECTION



UPBATE  
 STABILIZATION FABRIC  
 UPBATE  
 STABILIZATION FABRIC

S SECTION

ADJACENT PROPERTY OWNERS

- 15-34-100-022 HAYES, MICHAEL O. & FRANKIE LEE  
 5274 GALLAGHER  
 WHITMORE LAKE, MI 48189
- 15-27-301-175 DEFRANCESCO, JOSEPH & SARAH  
 10940 808 WHITE BEACH  
 WHITMORE LAKE, MI 48189
- 15-27-301-166 STRAWBERRY HILL ESTATES HOMEOWNERS ASSO  
 IRENE GAUTHIER  
 5099 LISCH DR.  
 WHITMORE LAKE, MI 48189
- 15-27-301-167 STRAWBERRY POINT BLUFFS HOMEOWNERS ASSO  
 4896 GALLAGHER  
 WHITMORE LAKE, MI 48189
- 15-27-301-168 LAKE ACCESS FOR STRAWBERRY HILL ESTATES  
 LOTS 1-2-3-4-5-6 21-22-23-24 & 25

3000 JOHN...  
SOUTHFIELD, MI 48075  
PARCEL NO.: 15-27-301-174

ZONING: WFR, WATERFRONT RESIDENTIAL

NON-CONFORMING LOT OF RECORD PER SECTION 11.11, HAMBURG TOWNSHIP ZONING ORDINANCE

MIN. LOT AREA: AS PLATTED  
MIN. LOT WIDTH: AS PLATTED  
LOT COVERAGE: 30%  
SETBACKS: FRONT - 25 FT., SIDE - 10 FT., REAR - 30 FT.  
WATER SIDE MAY BE CONSIDERED FRONT

INDIVIDUAL WATER WELLS  
PUBLIC SANITARY AVAILABLE SUBJECT TO APPROVAL OF A MDNR WETLAND PERMIT

PUBLIC SANITARY SEWER TO BE INDIVIDUAL GRINDER PUMPS WITH A COMMON PRESSURIZED COLLECTION SYSTEM

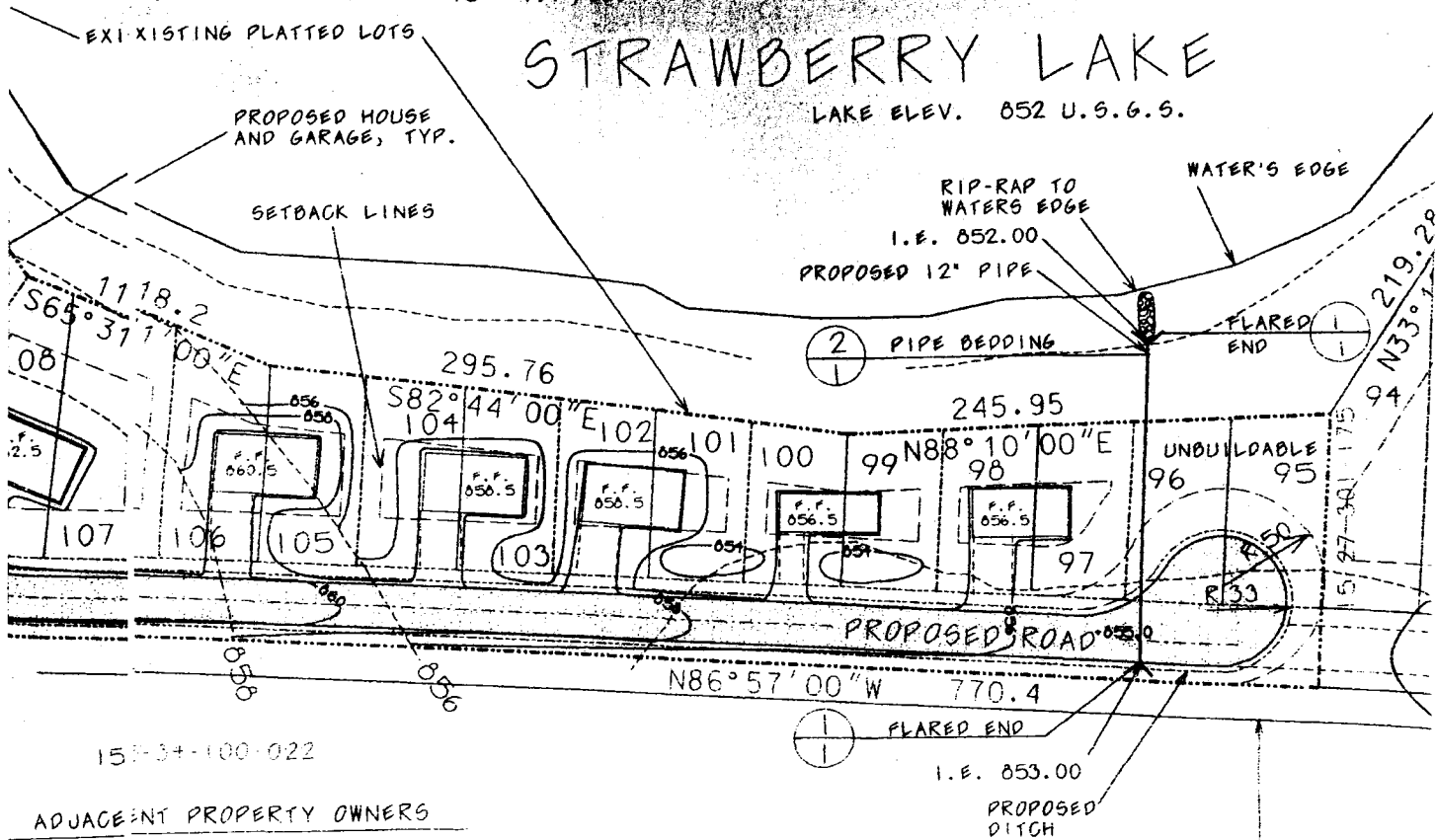
TOTAL AMOUNT OF FILL: APPROX. 7,000 CU. YD.  
TOTAL AMOUNT OF EXCAVATION: NONE

TOTAL WETLAND ACRES IMPACTED: APPROX. 3.72 ACRES, THIS INCLUDES LOTS 95 - 114 PLUS PROPOSED ROAD R.O.W. FROM LOT 120 TO LOT 95

AGE

USED  
PIPE

P-RAP TO TO  
WATERS EDGE  
E. 855.5 ± .5  
FLARED END



ADJACENT PROPERTY OWNERS

- 22 HAYES, MICHAEL O. & FRANKIE LEE  
5274 GALLAGHER  
WHITMORE LAKE, MI 48109
- 75 DEFRANCO, JOSEPH & SARAH  
10940 808 WHITE BEACH  
WHITMORE LAKE, MI 48109
- 66 STRAWBERRY HILL ESTATES HOMEOWNERS ASSOCIATION  
IRENE GAUTHIER  
5099 LISCH DR.  
WHITMORE LAKE, MI 48109
- 167 STRAWBERRY POINT BLUFFS HOMEOWNERS ASSOCIATION  
4896 GALLAGHER  
WHITMORE LAKE, MI 48109
- 168 LAKE ACCESS FOR STRAWBERRY HILL ESTATES I,  
LOTS 1-2-3-4-5-6-21-22-23-24 & 25

SOUTH LINE OF

Addendum A

**Price List for Strawberry Lake Front Lots**

Lot 95	\$ 21,500	
Lot 96	\$ 21,500	
Lot 97	\$ 21,500	
Lot 98	\$ 21,000	
Lot 99	\$ 21,000	
Lot 100	\$ 20,000	Sold
Lot 101	\$ 20,000	
Lot 102	\$ 20,000	
Lot 103	\$ 21,000	
Lot 104	\$ 21,000	
Lot 105	\$ 22,000	
Lot 106	\$ 22,500	
Lot 107	\$ 23,500	
Lot 108	\$ 22,500	
Lot 109	\$ 23,500	
Lot 110	\$ 22,500	
Lot 111	\$25,500	Sold
Lot 112	\$25,500	Sold
Lot 113	\$29,500	Sold

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Contact Tom Stachler for further information

Real Estate One (734) 996-0000

Note: Prices subject to change without notice



FAX 810-231-4295  
PHONE 810-231-1000

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139

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**A GREAT PLACE TO GROW**

October 20, 2004

**VIA FACSIMILE (734/661-0102)**

Tom Stachler  
Associate Broker  
Real Estate One

**Re: Lots 95-114, Strawberry Point Bluffs  
Parent Parcel No. 15-27-301-174**

Dear Ms. Stachler:

This is to confirm that Gold Krause et al LLC can obtain its separate parcel identification numbers for the above-referenced parcel upon advance payment of the *estimated* Winter 2004 property taxes on said parcel in the amount of \$545.23. (See proposed Winter 2004 tax bill, enclosed). The escrow payment must be made with **certified funds** payable to "Hamburg Township Treasurer". The Treasurer's Office will hold the funds and apply payment to the parent parcel's Winter 2004 property tax bill on December 1, 2004, and thereafter send the taxpayer a receipt.

If you have any questions regarding this matter, please call.

Sincerely,

A handwritten signature in cursive script that reads "Roberta S. Balon-Vaughn".

Roberta S. Balon-Vaughn  
Hamburg Township Treasurer

RSB/bb  
Enclosure

Strawberry Point Bluffs Subdivision  
Homeowners Association

By-Laws  
and  
Building and Use Restrictions

## BY - LAWS

## STRAWBERRY POINT BLUFFS SUBDIVISION HOMEOWNERS ASSOCIATION

## ARTICLE I

Powers and Duties

The Association shall have the following supervisory powers and duties which shall be exercised for the mutual benefit of all members:

Section 1. To keep and maintain Association properties in a clean and orderly condition, to cut and remove weeds and grass therefrom, to pick up loose materials, refuse, etc., and to do any other things necessary or desirable to keep the same neat in appearance and in good order.

Section 2. To exercise such control over streets as may be within its powers and as it may deem necessary or desirable, subject at all times to such control of the County, Township or other proper official bodies as may have jurisdiction over streets.

Section 3. To do all things necessary or incidental to the protection of plant and wild life in the Association properties and in and about the subdivision.

Section 4. To provide for the erection and maintenance of gateways or entrances and other ornamental features now existing or hereafter to be erected or created and to acquire and maintain recreational facilities as the same are established in the subdivision or any addition thereto.

Section 5. To enforce, either in its own name, or on behalf of any real estate owner or owners, as may be necessary, all building restrictions or other restrictions which have been, are now, or may hereafter be imposed upon any of the real estate in said Strawberry Point Bluffs Subdivision or any additions thereto as recorded with the Livingston County Register of Deeds.

Section 6. The Board of Directors shall establish reasonable rules and regulations concerning the use of the properties and facilities of the Association.

Section 7. The Association shall sponsor social, athletic or sporting activities as deemed beneficial to the entire Association.

Section 8. Title to all property, both real and personal, belonging to the Association shall rest in the Association.

## ARTICLE II

### Membership

- Section 1. To be eligible for membership in the Association a person must own an equitable or legal interest in one or more lots in the subdivision as recorded in the Livingston County Records, Liber 2, Page 126.
- Section 2. The rights of membership are subject to the payment of annual dues and/or special assessments. The payment of interest shall be required on all delinquent annual assessments at the rate of seven per cent (7%) per annum commencing with all annual assessments delinquent after the specified date, beginning with the assessment year 1977 and each year thereafter.
- Section 3. The membership rights of any person whose interest in the property is subject to assessments under the Declaration of Restrictions may be suspended by action of the Directors during the period when the assessments remain unpaid; upon payment of said assessments his or her rights and privileges shall be automatically restored. Membership rights and privileges are subject to the conduct of each member, in accord with those reasonable standards determined from time to time by the Board of Directors.
- Section 4. Each member shall be entitled to the use and enjoyment of the common properties and facilities.
- Section 5. The initial dues of this Association shall be \$20.00 per year, payable annually on the first day of June. The Association shall operate on a fiscal year, June 1st thru May 31st.

## ARTICLE III

### Voting Rights

- Section 1. The Association shall have one class of voting membership. Voting members shall be all those members who hold an interest required for membership under Article II of the By-laws. Each building site shall be limited to one vote. In the case of joint ownership only one party shall be entitled to cast the vote for the site.
- Section 2. The power to vote concerning all matters pertaining to the common good and welfare of all members, community problems, interests, etc., will be allowed to all members in good standing.

## ARTICLE IV

Membership Meetings

- Section 1. An annual meeting of the Association shall be held in the month of April in the State of Michigan at such time and place as the Board of Directors may determine.
- Section 2. Thirty days prior notice of the annual meeting of the members shall be given to each member by mail, addressed to his last known address as recorded with the Association.
- Section 3. If for any reason, the annual meeting of the members shall not be held on the day hereinbefore designated, for the lack of a quorum or otherwise, such meeting may be called and held as a special meeting and the proceedings may be had there at as at an annual meeting provided, however, that the notice of such meeting shall be the same as required for the annual meeting, not less than thirty days prior notice.
- Section 4. The notice shall set out in reasonable detail the business to be brought before the meeting and each meeting shall be limited to the items set out in the notice in order that those casting absentee ballots may be permitted to express their desires and views. Members present may make suggestion covering items which they feel should be brought before the membership. If any such suggestions are approved by proper resolution of those present, it shall be the duty of the Secretary to present such resolution to the members for consideration at the next regular or special meeting of the Association. It shall further be the duty of the Secretary to include with the notice of any regular or special meeting of the membership such suggestions or requests as may be properly presented in writing.
- Section 5. Special meetings of the Association may be called by the President, Secretary or the Board of Directors, by notification through the Secretary, whenever requested in writing by 25% of the members who are in good standing. Such request shall clearly state the purpose for which the meeting is to be called and such meeting shall be called by the Board of Directors. Provided, however, that when special meetings are called pursuant to a petition of the members, the Board of Directors may authorize a submission of additional matters for the consideration of the members at such meeting.
- Section 6. At least 15 days notice prior to any special meeting shall be given to each member by mail, at his last known address as recorded with the Association.
- Section 7. The President shall preside over annual and special meetings of the membership of this Association.



Section 8. The following shall be the order of business at the annual meeting, provided however, that this order of business may be changed by the majority of the members in good standing present:

- (a) Roll call of the membership
- (b) Reading of the minutes of previous meeting
- (c) Reports of the Officers
- (d) Reports of the Committees
- (e) Unfinished business
- (f) New business
- (g) Election of Directors
- (h) Adjournment

- Section 9. A member must be in good standing. Members dues and assessments must be current by January 31st of each year in order for the member to participate in the voting at the annual membership meeting.
- Section 10. Voting at regular and special meetings is permitted if a member's dues and assessments were current within 10 days prior to the meeting.
- Section 11. It shall be the duty of the Secretary to have available a list of the members in good standing, entitled to vote at the annual or special meetings, against which list all members voting, whether by absentee or in person, shall be checked, either by the Secretary or by some individual designated by the Board of Directors.
- Section 12. Voting shall be by majority vote of those eligible members present.
- Section 13. The presence of 1/3 of the members in good standing shall constitute a quorum for the transaction of business at the annual meeting.

## ARTICLE V

### Board of Directors

- Section 1. The management, affairs and policies of the Association shall be vested in the Board of Directors consisting of three lake front and three non-lake front property owners. No officer or board member shall receive compensation for the performance of duties.
- Section 2. The Board of Directors shall have a general power to carry on the affairs of the Association, excluding the authority to borrow funds, to mortgage, pledge or otherwise encumber the assets of the Association as security for the properties of the Association, together with the rights to assign, as further security, dues and capital assessments due or to become due to the Association.

- Section 3. The Directors by majority vote of the total Board, shall fill all vacancies created by death or resignation. The Board shall have the power to replace a member of the Board who absents himself or herself from three consecutive Board meetings.
- Section 4. All Directors shall serve until their successors are elected.
- Section 5. The Board of Directors shall not have the power to amend these by-laws.
- Section 6. The Board shall appoint a nominating committee for the purpose of securing candidates, eligible and qualified, to run for office on the Board of Directors. The committee shall be comprised of three members, one outgoing Board member and two members at large, one lake side and one non-lake side. The committee shall present a slate of three (3) names, designated so as to fill the area vacancies caused by the departing board members. The resultant Board of Directors, so elected shall result in the makeup of three lake side and three non-lake side members.
- Section 7. Members of the Association may nominate candidates for directors. Such nominations shall be in writing, signed by the person making the nomination and shall be in the hands of the Secretary on or before fifteen (15) days prior to the date of the election. Ballots shall be prepared with the names of the slate plus any nominations from the members at large. Nominations shall not be accepted from the floor at the time of the election.
- Section 8. Members of the Association may vote for Board members by absentee ballot. Such ballot may be secured from the Secretary ten (10) days prior to the day of the annual meeting and returned to the Secretary at least 24 hours prior to the time of the meeting.
- Section 9. The Board of Directors shall, following the annual meeting, select a President, one or more Vice Presidents, a Secretary and a Treasurer. All officers of the Association shall be members of the Association in good standing. Only one member per family shall serve on the Board at any one time.
- Section 10. The Board of Directors shall have the power to appoint such other officers and agents and to hire such employees as may be necessary for the carrying out of the purposes of this Association.
- Section 11. Any officer or agent may be removed from the Board whenever in the judgement of the Board of Directors the best interests of the Association will be served thereby.

- Section 12. The Board shall have other powers as are set forth in these By-laws or as are necessary and incidental in carrying out the general affairs of the Association and the Declaration of Restrictions, except as herein prohibited. A quorum of four members of the Board is necessary for the transaction of any business.
- Section 13. The Board of Directors shall appoint or authorize the President to appoint from their own number or from the members of the Association such committees as the Board deems necessary to carry on the affairs of the Association and it shall define the powers and duties thereof. The Committees so appointed shall hold office during the pleasure of the Board of Directors.
- Section 14. Directors elected serve a two term. At each annual meeting three directors are elected for a two term, first meeting excepted, at which three shall be one year terms and three for two year terms.

#### ARTICLE VI

##### The Officers

- Section 1. President. The President shall be elected by a majority of the members of the Board of Directors and shall be an elected member of the Board of Directors. He shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect. He shall sign all legal documents authorized for his signature by the Board of Directors and appoint, with Board's approval, a chairman for all standing committees. The President shall be an ex-officio member of all committees.
- Section 2. Vice President. The Vice President shall be elected by the Board of Directors and shall be an elected member of the Board of Directors. The Vice President shall act in the place of the President in his absence or in the event the office of the President shall become vacant by death, resignation or otherwise, or due to the inability of the President to discharge the duties of his office and the Vice President shall also perform such other duties as delegated by the President or the Board of Directors.
- Section 3. Secretary. The Secretary shall be elected by and from the membership of the Board of Directors. The Secretary shall keep the minutes of all meetings of the Association and of the directors and executive committee, and shall preserve in the books of the Association true minutes of the proceedings of all such meetings. He shall give all notices required by statute, by-law or resolution. He shall have available in Association Office the names and addresses of all members of the Association, the property owned by each of all transfers of membership and shall be custodian of the Association's Seal, if there shall be one, and shall perform such other duties as are delegated to him by the Board of Directors.

Section 4. Treasurer. The Treasurer shall be elected by and from the membership of the Board of Directors. The Treasurer shall have custody and keep accounts of all money, corporate funds and securities of the Association and shall keep or have recorded in books belonging to the Association full and accurate accounts of all receipts and disbursements, and shall deposit all moneys, securities and other valuable effects in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at regular meetings of the Board, and whenever requested by them, an account of the financial condition of the Association. The Treasurer shall perform such other duties as are delegated to him by the Board of Directors.

Section 5. All members of the Board of Directors, President and Office Personnel shall be bonded in force with the surety or sureties satisfactory to the Board, conditioned for faithful performance of the duties of their office, and for the restoration or removal from office, of all papers, books, vouchers, money and property of whatever kind in their possession or under their control belonging to the Association.

#### ARTICLE VII

##### Amendments

Section 1. These By-laws may be amended, altered, changed, added to or repealed by the affirmative vote of the membership at any annual meeting or at any special meeting called for that purpose, provided, however, that the dues and assessment provisions of these By-laws shall not be altered, amended or changed so as to increase the assessment of a member without the affirmative vote of two-thirds of the votes of the members.

#### ARTICLE VIII

##### Dissolution

Section 1. The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of its membership vote. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets shall be mailed to every member at least ninety (90) days in advance of any action taken. The assets may be disposed of in the following manner: (a) cash shall be returned to the members in good standing, of record at the time and in equal shares, and (b) other assets shall be donated to a charitable organization.

BUILDING AND USE RESTRICTIONS ON STRAWBERRY  
POINT BLUFFS SUBDIVISION

1. A "building site" shall be defined as a complete lot as originally platted, or a combination of two or more such lots or portions thereof.
2. The front of any building site shall be defined as the portion of the land fronting on the dedicated roadway as platted, or if a building site has lake frontage, then the front shall be considered on the lake side.
3. Parcels sold shall be used for private single residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except for private dwelling house by single family and a private garage for sole use of respective owner or occupant. No old structure of any nature shall be moved onto a building site by purchasers, and other buildings may be erected only if approved by developers in such manner and location as developers may in their sole discretion permit in writing.
4. No garage or basement dwelling by themselves may be utilized as living quarters in any event, and no house trailer, mobile home or temporary facilities may be used as living quarters without permission of the developers.
5. Any building plans and specifications must be submitted to and approved in writing by developers or authorized agents. Developers shall have the right to refuse to approve any such plans, specifications or grading plans which are not suitable to the site, in their opinion, or harmonious with the outlook from adjacent or neighboring property. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to be developed into a beautiful harmonious private residential section and if a disagreement on the points set forth in this paragraph should arise, the decision of the Developers shall control.

However, in the event the Developers or their agents have failed to approve or disapprove such plans and location within thirty (30) days after the same shall have been delivered to Developers, then such approval will not be required provided the plans and location on the building site conform to or are in harmony with existing structures in the tract and these restrictions.

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6. No building on any of said building sites shall be erected nearer than sixty (60) feet to the center of the road. No building can be erected nearer than ten (10) feet to the side line or rear line of a building site except by written consent of the developers.

When two or more adjacent building sites are held by one owner and only one residence is built thereon, such owner need not comply with the ten foot side line restriction in relation to the side line between such two building sites, provided that, if such side line restriction is not complied with, such two building sites shall be considered as one building site for the purpose of these restrictions.

No building site, after original sale, may be subsequently divided less than its original size except for granting of easement for approved road right of way or utility purposes, or by a special written agreement with Developers.

7. No dwelling shall be permitted on any building site in the subdivision unless the enclosed ground floor area thereof shall be 1,000 square feet or more. All houses shall be one (1) story fronting on the road, or story and one-half or two-story where suitable to the site. No fences shall be erected without prior written consent of Developers. All dwellings shall have solid masonry foundation unless otherwise approved by Developers.
8. Exterior of residence must be completed before occupancy and shall be completed within one year of date starting construction and shall include final grading and seeding of lawn areas surrounding residence, and shall agree with the original plans as submitted to and approved by Developers. Any deviation in plans shall be submitted to and approved in writing by Developers prior to such changes.
9. No excavation or fill shall be made which shall be considered detrimental to the property or adjacent properties in the opinion of the Developers. No building site owner shall alter his building site to interfere with or obstruct existing planned drainage conditions of the subdivision.
10. Owners of unoccupied building sites shall at all times keep and maintain their property in this subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.

-3-

1. All construction material shall be new unless approved by developers.
12. Septic tanks for the proper and sanitary disposal of sewage shall be installed for each residence building. Septic tank and water well construction shall conform to all applicable governmental requirements and specifications.
13. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any building site in said subdivision, nor shall any animals, birds, fowl or poultry, except common household pets, be kept at any time thereon. No dog kennels nor any pets kept in such numbers as to become a public nuisance shall be allowed on any building site.
14. No trash shall be burned outside except in portable trash burners which shall be stored inside when not in use. All rubbish and garbage containers shall be of the underground type as approved by the developers.
15. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Developers, in addition to all other remedies provided by law, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provision thereof, and the Developers shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.
16. No dock may be erected without approval of the developers.
17. All of the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force for a period of twenty-five (25) years from the date of recording hereof and shall automatically be continued thereafter for successive periods of twenty-five (25) years each or such other shorter periods as may be permitted by applicable law, provided, however, that after twenty-five (25) years from the date of recording hereof, the owners in fee of two-thirds (2/3) or more of the building sites in said Subdivision may release or amend all or part of said building sites from all or any portion of these restrictions by executing and acknowledging any appropriate agreement or agreements in writing for such purposes and recording the same in the office of the Register of Deeds for Livingston County, Michigan.

Any dwelling and garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the building site restored to a sightly condition with reasonable promptness.

19. Any or all of the rights, and powers, titles, easements and estates reserved or given to the Developers hereby may be assigned to any corporation or to an association composed of the owners of the property in said Subdivision. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignees or transferees shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given and reserved to and assumed by the Developers and such instrument when executed by such assignee or transferee shall without further act release the Developers from such obligations and duties.
20. The parties hereto note that this subdivision abuts a street or streets which have not been accepted by the Board of County Road Commissioners and are not required to be maintained by the county.
21. It is contemplated that a Property Owners Association will be formed and all property owners in this subdivision will be obligated to become a member and maintain said membership. The association, whether incorporated or otherwise, will be empowered to maintain roads and streets and such other acts that are proper. It will be empowered to levy dues and assessments to cover the cost of operation and work done. The association will be designated by developers, at such time as developers desire, as the successor of developers. At such time the association shall have the rights, powers and duties of developers as set forth in these restrictions. Such designation by Developers shall be an appropriate written instrument and the association shall assume Developers' duties and powers by executing such instrument. Upon the execution of such instrument, Developers' obligations, powers, duties and rights hereunder shall cease. It is agreed that all owners will become members of the association and furthermore, that as a condition of future sales or conveyance, the new owner or owners must become members.



In cases in which members of the association may vote, members shall have one vote for each building site (without regard to paragraph 6 hereof) held by such owner. Developers shall be members of the association for as long as they own building sites in the subdivision.

22. Various building sites in this subdivision and adjacent land described as:

The Southwest fractional 1/4 of Section 27, Town 1 North, Range 5 East and the Southeast fractional part of fractional Section 28, Town 1 North, Range 5 East; and also that part of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Town 1 North, Range 5 East, lying and being North of the highway, described as: Commencing at the Northwest corner of said Section; then South 88 degrees 01' 40" East along North line of Section 34, 1293 feet; then South 00 degrees 26' 20" East, 401.40 feet; thence South 73 degrees 22' 10" West, 1370.50 feet to West line of said Section; thence North 00 degrees 33' 25" East along said West line of said Section 834.90 feet to place of beginning

will not abut Strawberry Lake. Lots numbered 121, 120, 119, 118, 117 of this subdivision hereby are reserved as an access area to Strawberry Lake for the benefit of the owners of the above described parcels, their successors and assigns, without limitation of their rights to subdivide, plot, assign or sell said parcels. Said lots shall not be subject to these restrictions to the extent that they are inconsistent with the reserved access rights. The foregoing paragraph is not intended to limit the right of developers or their assigns to construct improvements upon the said reserved lots or impose reasonable rules, regulations or conditions upon the use of such lots so long as such improvements or rules, regulations or conditions are consistent with the right of access reserved to Strawberry Lake.

In the event that structural improvements are constructed upon said five lots (whether by developers or their assigns), reasonable conditions, rules and regulations may be imposed upon the use of such improvements, but residents of this subdivision or of any of the above described parcels may not be prohibited from enjoyment or use of such improvements.

23. A five foot easement for road and utility purposes is reserved over any part of this property abutting or adjacent to a road or street presently shown on the subdivision plat. A condition of this conveyance is that a mutual easement for such purposes is hereby given to all property owners and the public.

24. The taxes for 1971 are not assessed by individual building site, but as a single assessment covering a larger parcel of ground than this subdivision. It is agreed that the grantee or vendee of developer will pay the developer the pro rata shares of the 1971 taxes for the property he purchases.
25. Lots 116 thru Lots 92 and all unplatted acreage as described in paragraph 22 above are excluded from the restrictions.
26. That property between building site boundary lines and the water line will be conveyed to the association when formed, reserving to abutting property owner the exclusive use and access to the land immediately abutting such owner's parcel and Strawberry Lake.
27. Developers are land contract purchasers of this subdivision property and some parcels of the Subdivision have been conveyed to them by the owners. Reference to Developers herein shall mean the persons designated as developers both in their capacity as land contract purchasers and as owners.
- Persons designated as "land contract purchasers" hereunder are purchasers from Developers and not from owner and these restrictions shall be binding upon such land contract purchasers as shall sign hereunder and their successors.
28. Description of the above Plat and Subdivision, recorded in Liber 2, Page 76, Livingstone County, Hamburg Township.
29. The restrictions set forth above shall run with the land and the said restrictions herein shall be binding upon all subsequent Purchasers, irrespective of from whomsoever they shall purchase.
- Developers, their successors or assigns and any owner of a building site in this subdivision, may enforce all of the foregoing restrictions at their own expense in a suit filed in a court of competent jurisdiction.

## COURTESY RULES FOR STRAWBERRY LAKE PARK

1. The park is Private Property. No Trespassing! Guests must be accompanied by a member at all times.
2. Keep the gate locked at all times.
3. Groups of 10 or more people using the access should have approval of the park committee. A calendar will be maintained by the chairman of the Joint Access Committee or an appointee to avoid conflicts in dates.
4. The homeowner will be solely responsible for any damages and clean-up from their group.
5. No commercial use of the park by individual park members.
6. No guest parking at the park on weekends and holidays.
7. Two (2) boats maximum per party at the park.
8. QUIET HOURS: 10:00 PM Weekdays (Sunday through Thursday)  
11:00 PM Weekends (Friday and Saturday)
9. Swim at your own risk!
10. No open fires, except in the fire pit.
11. No glass bottles.
12. No unattended animals. No Animals in the beach area. Please clean up after your pets. No animals Friday - Sunday.
13. Keep the park clean! Please use trash containers. Large groups: Please take group picnic trash with you.
14. No dumping. Bringing firewood to the park for bonfires is encouraged. Dumping excess building materials, especially treated lumber, is prohibited.
15. No overnight parking - including boat trailers. No parking in the volleyball area (30' wide by 60' long).
16. No overnight mooring of boats to the left (north) of the boat launch (on shore or off shore).
17. No unattended mooring of boats within 15 feet south of the boat launch. This area is reserved for boat slips.
18. No docking to the swim raft. Swim buoys are to be unhindered at all times.
19. No boating in the swim area. Please observe the law and maintain a no wake zone within 100 feet of the swim area.
20. No winter boat storage. Boats are to be removed by Nov. 15.
21. No changes may be made to the park without the prior consent and approval of both Homeowners Associations.
22. Under age drinking or use of illegal substances will not be tolerated. Any suspicious activities should be reported directly to the Hamburg Township Police.

Your Joint Access Committee  
Representing Strawberry Point Bluffs Subdivision &  
Strawberry Hill Estates Homeowners Associations

**ATTACHMENT TWO****JUSTIFICATION FOR AMENDMENTS TO  
ARTICLES OF INCORPORATION AND BY-LAWS**

In 1993 and more recently in October of 1996, the Michigan state legislature amended Michigan's Nonprofit Corporation Act to allow nonprofit corporations to offer additional protections to their members. Under the Act, however, our association must amend its articles of incorporation to include these provisions in order to take advantage of the additional protections. The proposed amendment to the Articles of Incorporation and concomitant amendment to the By-laws will allow the Association to offer its members the greatest amount of protection currently allowed by law. The text of both proposed amendments are attached.

**AMENDMENT TO BY-LAWS**

**ARTICLE IX: INDEMNIFICATION OF DIRECTORS, OFFICERS,  
VOLUNTEERS, EMPLOYEES AND AGENTS; INSURANCE**

- A. Indemnification. The Association shall indemnify its Directors and Officers to the maximum extent permitted by law. Without limiting the foregoing, the Association shall indemnify, to the fullest extent authorized or permitted by law, any person, and such person's heirs and legal representatives, who is made or threatened to be made a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) whether brought against, by or in the right of the Association or otherwise, by reason of the fact that such person is or was a director, officer, volunteer, employee or agent of the Association or the Board of Directors, or any such person served on any formally constituted advisory body or committee of the Association or the Board of Directors, or any such person served at the request of the Association as a trustee, shareholder, member, officer, director, volunteer, employee or agent of any other corporation, business corporation, partnership, joint venture, trust, association, or any other enterprise, against expenses (including reasonable attorney's fees), judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the conduct was unlawful. Indemnification pursuant to this paragraph, however, shall be conditioned on the person to be indemnified tendering the defense of the action, suit or proceeding to the Association, and the Board of Directors shall have the right to select legal counsel and litigate or settle the action for an amount that is deemed in the best interest of the Association, provided that any settlement shall first be approved by the members of the Association as set forth in Article IV, Section 12.
- B. Liability Insurance. Notwithstanding the foregoing, the indemnification provided to any person described in A above shall be only in excess of any valid and collectible insurance benefit available under any insurance of the Association, and no rights of subrogation are intended to be created hereby. Notwithstanding any limit on indemnification under applicable law, the Association may purchase and maintain insurance on behalf of any person described in A above against any liability asserted against her or him or incurred by her or him in any capacity or arising out

*ATTACHMENT 1*

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*ATTACHMENT 1*

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