

MACOMB COUNTY
INDEX OF SUPPORTING DOCUMENTS FOR

PC-038

**NORTHWEST CORNER OF PRIVATE CLAIM 542 COMMON WITH THE
NORTHEAST CORNER OF FRACTIONAL SECTION 23
CLINTON TOWNSHIP
T. 02 N., R. 13 E.**

SECTION 1

<u>ITEM & DATE</u>	<u>ITEM DESCRIPTION</u>
1) 2014	PHOTOS OF CORNER

SECTION 2

<u>ITEM & DATE</u>	<u>ITEM DESCRIPTION</u>
1) 2014	LCRC
2) 2014	SURVEYOR'S REPORT

SECTION 3

<u>ITEM & DATE</u>	<u>ITEM DESCRIPTION</u>
1) 2014	FIELD NOTES
2) 1995	PLAT MAP
3) 2014	COMPOSITE MAP WITH AERIAL IMAGE & TAX MAP

SECTION 4

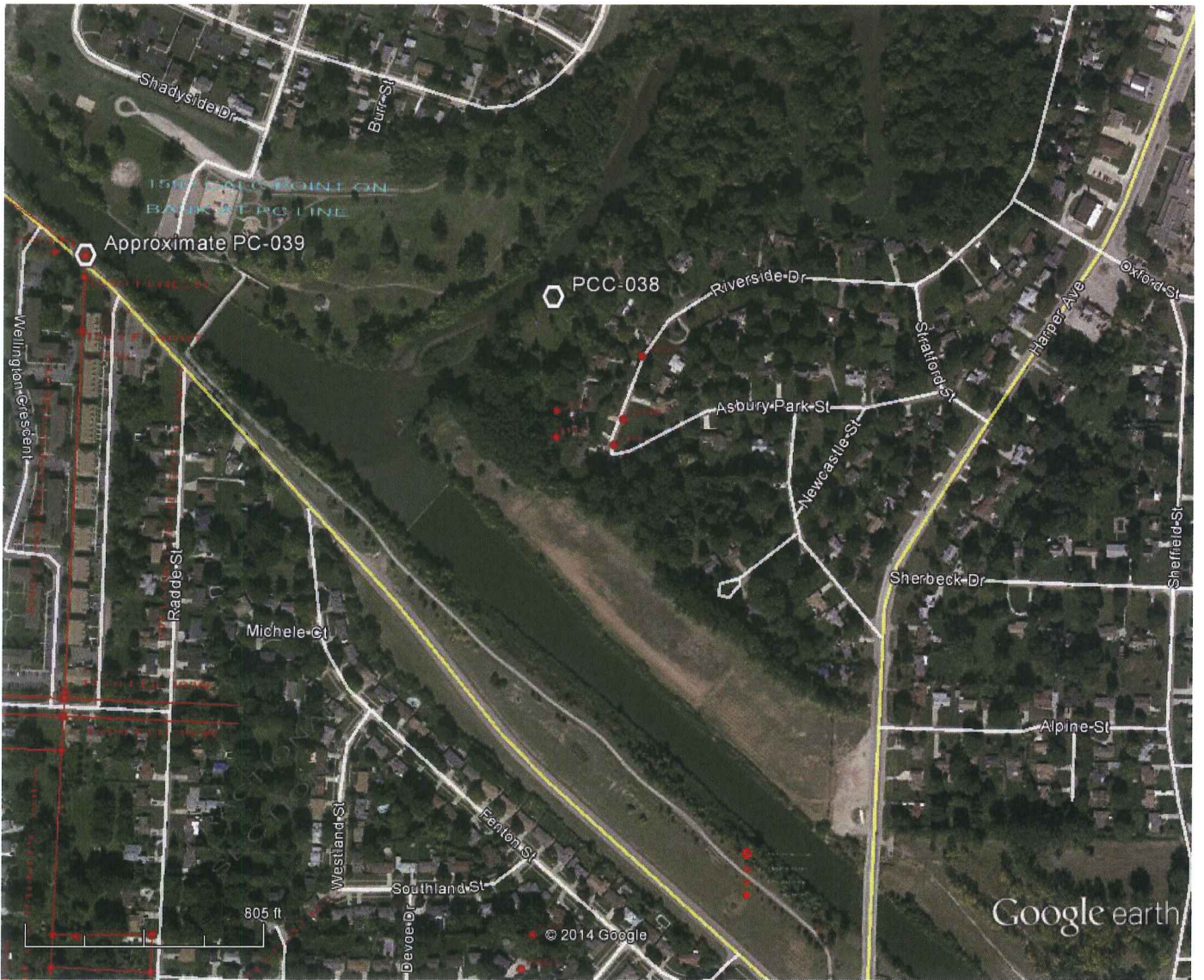
<u>ITEM & DATE</u>	<u>ITEM DESCRIPTION</u>	<u>SURVEYOR</u>	<u>LICENSE</u>	<u>SOURCE</u>
(1) 1810	Private Claim Notes	A. Greeley		
(2) 1818	GLO Notes	J. Fletcher		
(3) 1818	GLO plats	W. Preston		
(4) 1875	1875 Atlas			County Records
(5) 1895	1895 Atlas			County Records
(6) 1916	1916 Atlas			County Records
(7) 1920s	Map of PC542			County Records
(8) 1920s	Map of Sec 32			County Records
(9) 1926	Liverpool Sub'n.	HR Omara	RCE	L11 P40
(10) 1930	Supervisor's Plat No. 3	HG Fuller	RCE	L14 P32
(11) 1956	Harper-Metropolitan Parkway Sub'n.	FJ Bridges	#5779	L35 P14
(12) 1959	Rivercrest Sub	Jd Lehner	5787	L43, P30
(13) 1961	Rivercrest Sub No.1	Jd Lehner	5787	L49, P32
(14) 1965	Rivercrest Manor Sub'n. No. 3	G Koopman		L56 P1
(15) 1990	Stonegate Condo MCCP 355	D Beaupied	11512	L4901, P331

PC-038









Google earth



LAND CORNER RECORDATION CERTIFICATE
Filing Requirement of Act 74, Mich. P.A. 1970

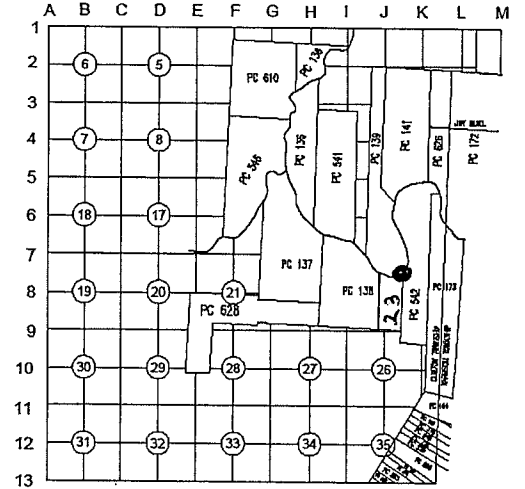
For corners in

Macomb Located In: Clinton Twp. Corner Code #
1. Public Land Survey T 2N R 13E PC-038
2. Property Controlling in Section S T R
3. Miscellaneous Property in Sec. S T R

4148118 PAGE 1 OF 3
LIBER 23153 PAGE 932
12/11/2014 10:30:34 A.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

Register of Deeds Stamp & File Number

4. Lot No. , Recorded Plat
5. Private Claims Northwest corner of Private Claim 542 common with the
Northeast corner of Fractional Section 23



I, Christopher A. Asiala, in a field survey on Aug. 26, 2014 do hereby state that under requirements of P.A. 74, Michigan P.A. of 1970, the corner points mentioned in lines 1 and 2 above were in conformance with regulations and rules therefore as required in the current manual of survey instructions of the United States Department of the Interior, Bureau of Land Management or be a decree of a Court of Law and/or that the corner points mentioned in lines 3, 4 and 5 above were in conformance with the rules of the Michigan Board of Land Surveyors or by a Decree of a Court of Law; established, re-established, monumented, recovered, found as expressed below:

NOTE: Not more than 2 corners, all in the same town and range, may be recorded on this certificate.

A. Description of original monument and accessories and/or subsequent restoration:
See page 2 of 3 for list of supporting documentation.

B. Description of corner evidence found and/or method applied in restoring or reestablishing corner:
The corner is described in the Private Claim notes as a "Butternut Tree standing on the border of the River Huron (Clinton River)". Nothing was found at the corner's position at the south bank of the Clinton River. There is no physical occupation within the immediate vicinity. The west line of lots 1 thru 11 of Liverpool Subdivision is the west line of Private Claim 542. I believe the plat corner is best evidence for the position of the original Private Claim Corner.

An old concrete monument with a pipe was found at the rear corner common to lots 10 and 11. I believe this monument is on the plat line and Private Claim line in the immediate area. The closest evidence for the PC line south of this plat is at the common corner of Rivercrest Subdivision, Rivercrest Sub No. 2, and Rivercrest Sub No. 3, which is south of the Clinton Cut Off Canal (Clinton River Spillway).

I set the corner at the plat distance of 22.10' extended north from the found pipe monument by holding the bearing of the Private Claim line between the Rivercrest Sub corner and the pipe monument. A found iron at southwest corner of lot 3 was found to be 0.26' west of the line.

C. Description of monument for corner and accessories established to perpetuate locating the position of the corner:
I placed a new 4"x36" concrete monument with a 2" aluminum cap stamped "MACOMB COUNTY MONUMENT MI ACT 345 CAA 49376 PC-038". The corner is 10' south of the current edge of water. Witness ties are as follows:

- N60°E 14.89' Set MAG nail with M.C.R. washer in NW face 24" Elm.
S30°E 13.73' Set MAG nail with M.C.R. washer in SW face 28" Oak.
DUE S 22.10' Found pipe monument.
S30°W 67.94' Set MAG nail with M.C.R. washer in SE face 30" Poplar.

The selected location is accepted by me and generally accepted by professional surveyors as the best available evidence of the position of the original corner.

Signed by [Signature]
Surveyor's Michigan License No. 49376

Date 12-8-14



ACCEPTED BY THE MACOMB COUNTY SURVEY PEER GROUP AS THE OFFICIAL CORNER UNDER MICHIGAN PUBLIC ACT 345 OF 1980 AT A MEETING HELD ON 10-14-2014
MARTIN C. DUNN, P.S. CHAIRMAN

PC-038, CLINTON TWP, T-02-N, R-13-E

Liber 23153 Page 933

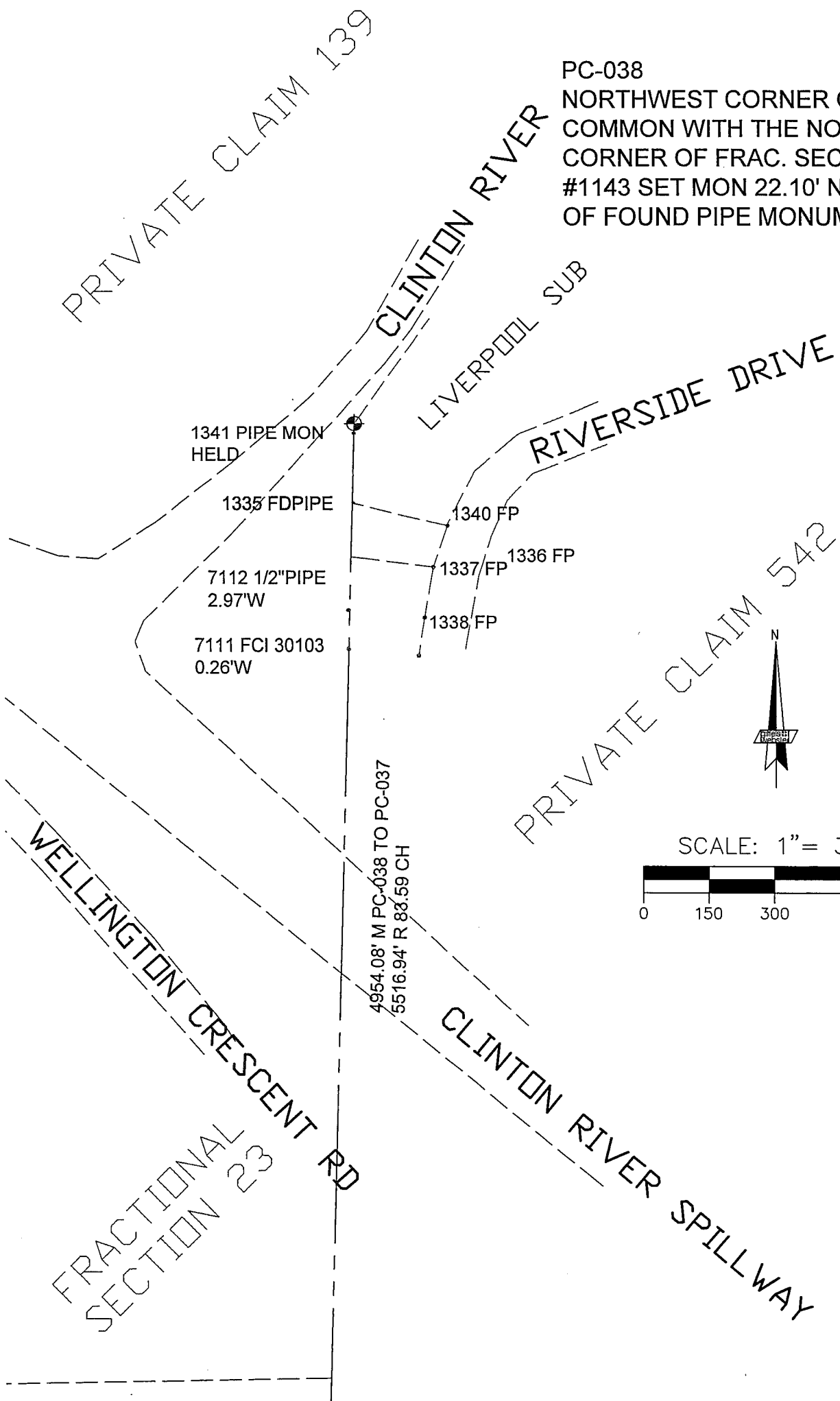
Section A:

A. Description of original monument and accessories and/or subsequent restoration:

<u>ITEM & DATE</u>	<u>ITEM DESCRIPTION</u>	<u>SURVEYOR</u>	<u>LICENSE</u>	<u>SOURCE</u>
(1) 1810	Private Claim Notes	A. Greeley		
(2) 1818	GLO Notes	J. Fletcher		
(3) 1818	GLO plats	W. Preston		
(4) 1875	1875 Atlas			County Records
(5) 1895	1895 Atlas			County Records
(6) 1916	1916 Atlas			County Records
(7) 1920s	Map of PC542			County Records
(8) 1920s	Map of Sec 32			County Records
(9) 1926	Liverpool Sub'n.	HR Omara	RCE	L11 P40
(10) 1930	Supervisor's Plat No. 3	HG Fuller	RCE	L14 P32
(11) 1956	Harper-Metropolitan Parkway Sub'n.	FJ Bridges	#5779	L35 P14
(12) 1959	Rivercrest Sub	Jd Lehner	5787	L43, P30
(13) 1961	Rivercrest Sub No.1	Jd Lehner	5787	L49, P32
(14) 1965	Rivercrest Manor Sub'n. No. 3	G Koopman		L56 P1
(15) 1990	Stonegate Condo M CCP 355	D Beaupied	11512	L4901, P331
(16) 2008	Survey	R Stecker	30103	Unrecorded

*see next page for sketch:

PC-038
 NORTHWEST CORNER OF PC 542
 COMMON WITH THE NORTHEAST
 CORNER OF FRAC. SECTION 23
 #1143 SET MON 22.10' NORTH
 OF FOUND PIPE MONUMENT



SCALE: 1" = 300'



C:\Users\casalad\Desktop\2014\MCFR Desktop\Calc\1378453.DWG

giffels webster
 Engineers Surveyors Planners
 Landscape Architects
 Environmental Specialists

28 W. Adams Street
 Suite 1200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5068
 www.giffelswebster.com

Executive:	JNR
Manager:	CAA
Designer:	CAA
Quality Control:	
Section:	T-02-N R-13-E

PC-038
 CLINTON TOWNSHIP

DATE:		ISSUE:	
Date		Issue	

Date: 12-08-2014
 Scale: 1"=300'
 Sheet: 3 OF 3
 Project: 13784.65

Copyright © 2013 Giffels Webster.
 No reproduction shall be made without the prior
 written consent of Giffels Webster.

Private Claim 173

The description for Private Claim 173 commences at the NE corner at a ***“Post (not Remonumented) standing on the border of River Huron”***. The description then proceeds south and runs in a clockwise manor and does not close by 39’.

The first course of the description reads ***“South 162 chains, 83 links to a post”*** (PC-008, Remonumented in 2007).

The second course of the private claim description is ***“West 33 chains, eighteen links to a post”*** (PC-037). This line is not currently occupied or monumented. There is no record evidence showing this the exact position of this south private claim line or PC-037. The following plats and condo do depict the approximate position of the south line:

Supervisor’s Plat No. 2
Stillmeadows Condominium
Taubitz Manor Sub
Supervisor’s Plat No. 7

The third course of the private claim reads ***“North 188 chains, 40 links to an Elm Tree”*** (not remonumented). This line is occupied and monumented for most of it’s course, excepting the first 900’(+/-). The following plats and condos either specifically show or depict the line’s position:

Taubitz Manor Sub (depicts the line location only)
Quad Estates Condo, MCCP #60
Supervisor’s Plat No. 7 (shows 2 deflection points along the line)
Union Lake Sub
Asbury Park Sub No.2
Liverpool Sub
Gruners Sub
Sub of Don M Dickerson’s Addition
Sub of Outlot 3 of Don M Dickerson’s Addition
Assessor’s Plat No. 28
Charbeneau’s Plat
Charbeneau’s Gardens

The fourth course reads ***“East 6 chains 48 links to a Buttonwood Tree (not Remonumented) standing on the border of the River Huron”***. The description continues several courses downstream to the POB.

Private Claim 542

The description for Private Claim 542 commences at ***“Butternut tree (PC-038) standing on the border of River Huron”***. The description then runs south and proceeds in a counter-clockwise manor.

The first course reads ***“South 83 chains, 59 links to a post”*** (PC-034). This line is monumented and occupied along much of it’s length by:

Liverpool Subdivision
Rivercrest Subdivision
Rivercrest Subdivision No.3
Supervisor’s Plat No.3
Stonegate Condo

The northern-most part of the line and PC-038 (north of the Clinton Cut-off Canal) is occupied and determined by the west line of Liverpool Sub. Whereas the southern-most portion near PCC-033 and PC-034 is occupied and determined by Supervisor's Plat No. 3.

The second course reads "**East 34 chains to a post (PC-036) standing on the west line of a tract confirmed to James Abbott**". (Private Claim 173) There is no current occupation of this line. The south line of Supervisor's Plat No. 3 occupies the westerly portion of the line.

The third Course reads "**North 148 chains, 40 links to an Elm Tree**" (not Remonumented).

GLO survey notes

PCC-033. The GLO course **East between Sections 23 & 26** intersects the west line of Private Claim 542 at 59.50 chains, 8.11 chains from SW corner of Lot No. 542. Set post.

PCC-035. The GLO course **North between Sections 26 & 25** intersects the south line of Private Claim 542 at 76.93 chains, 12.11 chains west of SE corner of Lot No. 542. Made corner for Post on a Beech 17in dia.

REMONUMENTATION FIELD REPORT

DATE: 11-22-14 CREW: DA PF ST. W.

WEATHER: 30° RAIN

TOWNSHIP: CLINTON

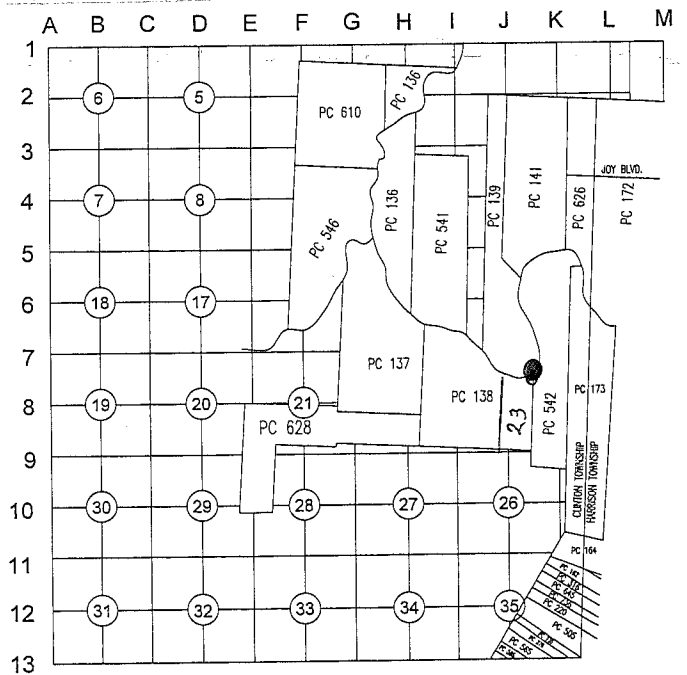
TOWN 02N

RANGE 13E

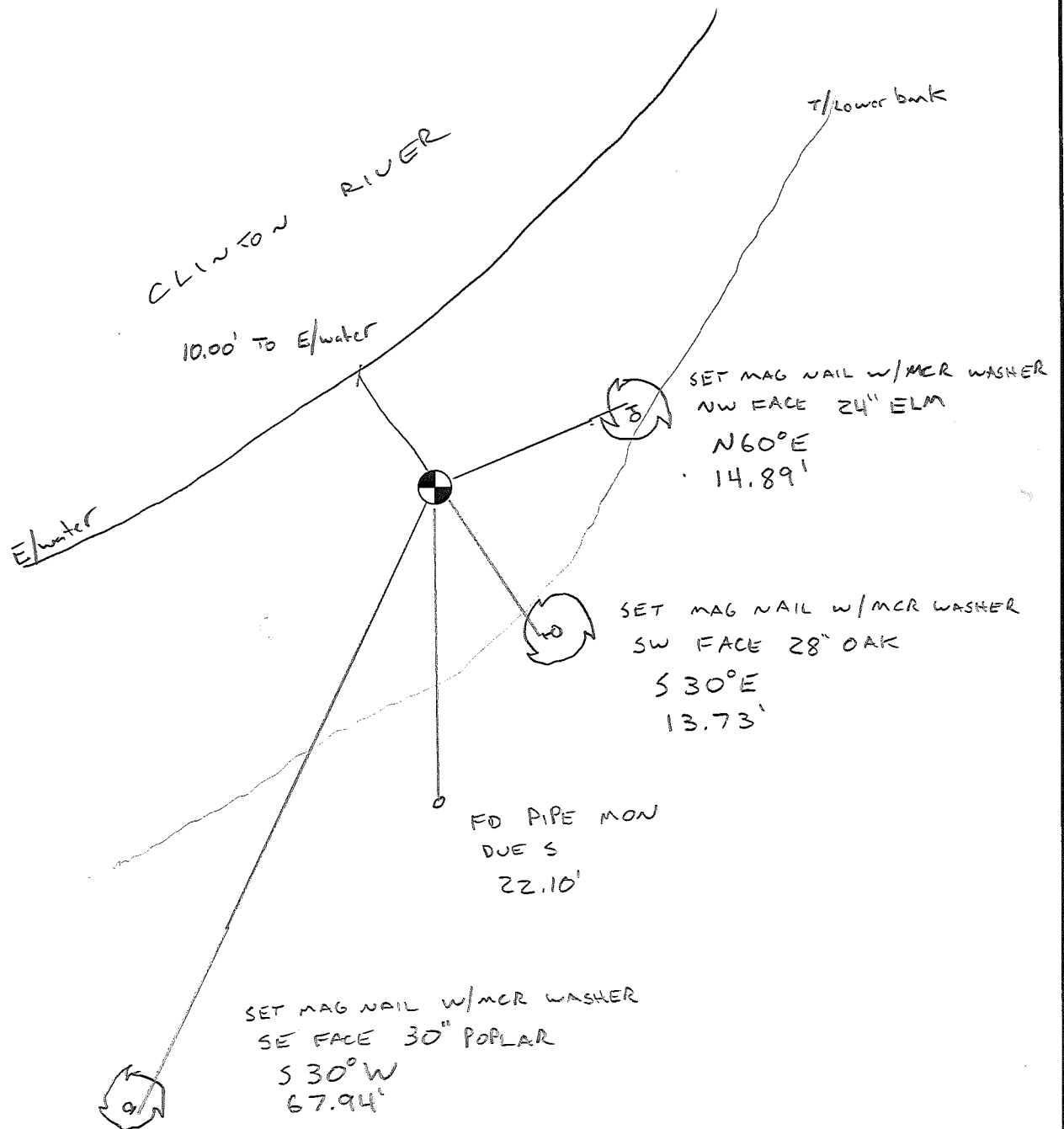
CORNER CODE: PC-038

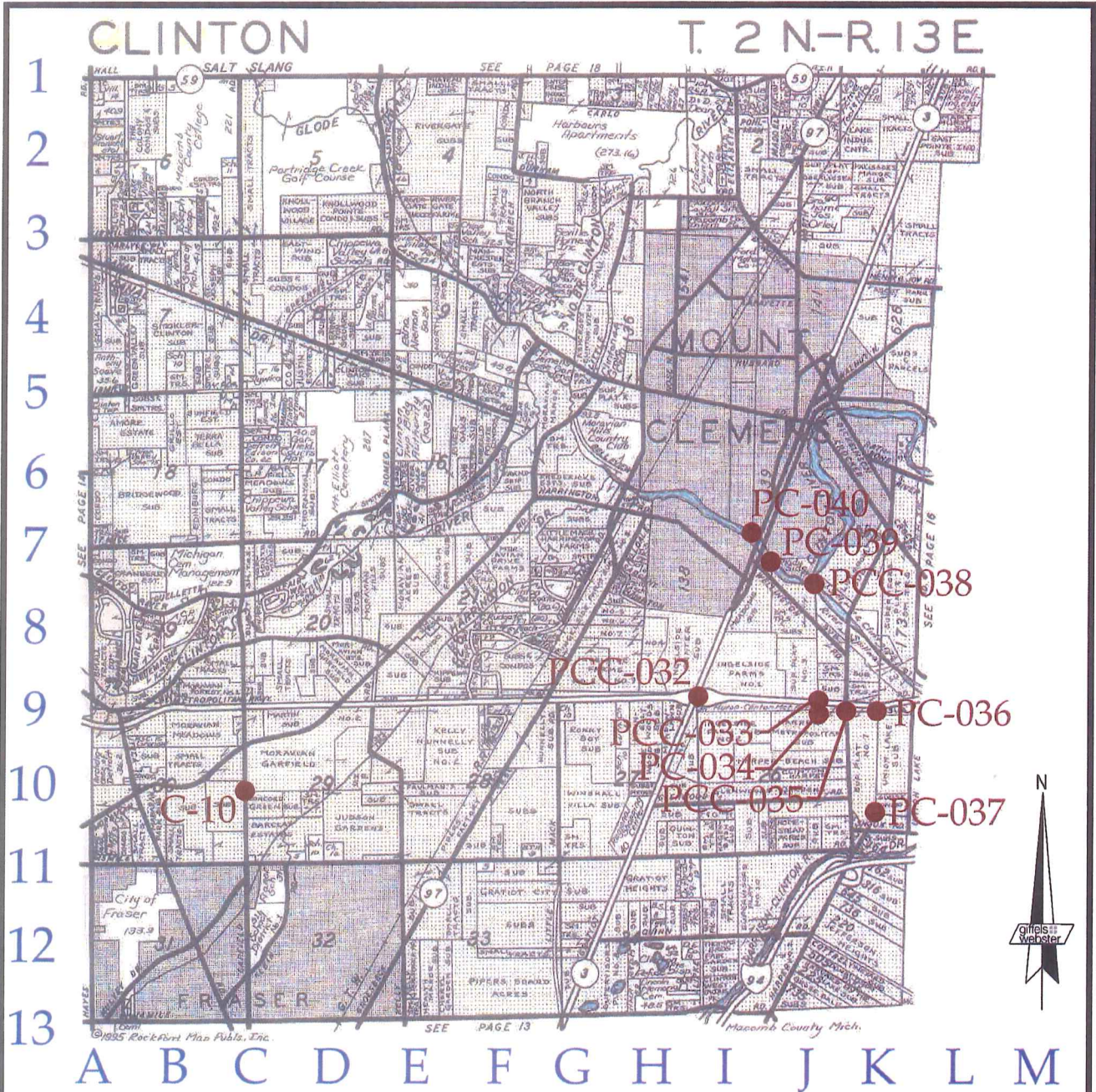
DEPTH: _____

LOCATION OF CORNER _____



WHAT WAS FOUND? FD NOTHING / SET IRON / NEED TO SET MON





C10

- Other Code PCC-032: Intersection of the south line of Private Claim 138 with the section line common to Fractional Sections 22 and 23
- Other Code PCC-033: Intersection of the westerly line of Private Claim 542 with the section line common to Fractional Sections 23 and 26
- Other Code PC-034: Southwest corner of Private Claim 542
- Other Code PCC-035: Intersection of the South line of Private Claim 542 with the section line common to Fractional Sections 25 and 26
- Other Code PC-036: Southeast corner of Private Claim 542
- Other Code PC-037: Southwest corner of Private Claim 173 common with the Northwest corner of Private Claim 164
- Other Code PC-038: Northwest corner of Private Claim 542 common with the Northeast corner of Fractional Section 23
- Other Code PC-039: Northeast corner of Private Claim 138 common with the Northwest corner of Fractional Section 23
- Other Code PC-040: Southwest corner of Private Claim 139 common with the Southeast corner of Fractional Section 14

giffels webster
 Engineers Surveyors Planners
 Landscape Architects
 Environmental Specialists

6303 26 Mile Road
 Suite 100
 Washington, MI 48094
 p (586) 781-8950
 f (586) 781-8951
 www.giffelswebster.com

Executive:	J.N.R.
Manager:	C.A.A.
Designer:	J.Z.B.
Quality Control:	C.A.A.
PC 138, PC 542, PC 173, PC 139, SEC. 14, SEC. 22, SEC. 23, SEC. 25, SEC. 26, SEC. 29, SEC. 30 T-02-N R-13-E	

**MACOMB COUNTY
 REMONUMENTATION
 PROGRAM 2014**

Date:	04/03/14
Scale:	N.T.S.
Sheet:	1 OF 1
Project:	13784.62

Copyright © 2013 Giffels Webster.
 No reproduction shall be made
 without the prior written consent
 of Giffels Webster.

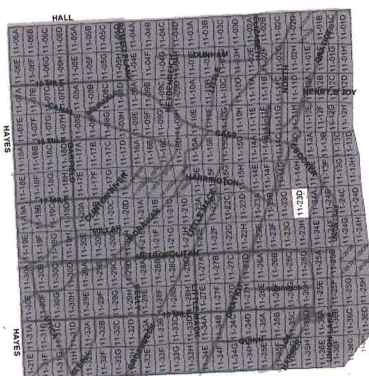
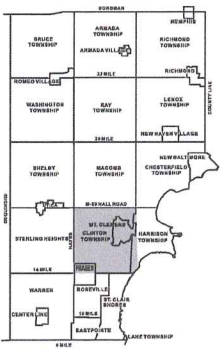


Date of Photography: Spring 2012
 100 50 0 100 200 Feet

CLINTON TWP SHEET INDEX

DESCRIPTION OF PERMANENT REAL ESTATE INDEX NUMBER
13-19-302-018

11-23D
 MT. CLEMENS & CLINTON TWP.
 E. 1/2 N.E. 1/4 SEC. 23 T. 2N. R. 13E.



Legend

- Platted Area Boundary Line
- Property Line
- Property Split Line
- Property Combined Line
- Township Boundary Line
- Traverse Line
- Dimension Extent Marks
- Dimension Start Marks

Source: Macomb County Department of Planning and Economic Development
 2008 Digital Orthophotography Project - Parcel Conversion Project

Note:
 Digital Orthophotography horizontal positioning accuracy is 3 feet. Parcel boundary lines should be considered a graphical representation and not in any way a legal survey or engineering document. In general, the horizontal positioning and length accuracy is within 15 feet.

This map is intended for general planning purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions. Please report any potential revisions to (586)469-5285.





Date of Photography: Spring 2012
 100 50 0 100 200 Feet
 1:1,200

CLINTON TWP SHEET INDEX

DESCRIPTION OF PERMANENT REAL ESTATE INDEX NUMBER
13-19-302-018

11-23G
 CLINTON TWP.

W.1/2 S.E.1/4 SEC.23 T.2N. R.13E.

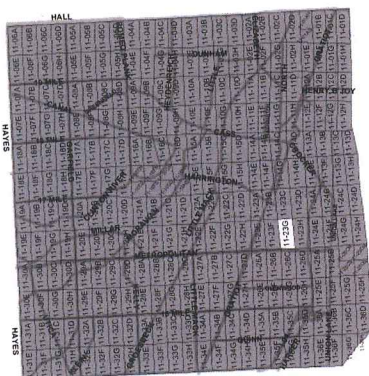
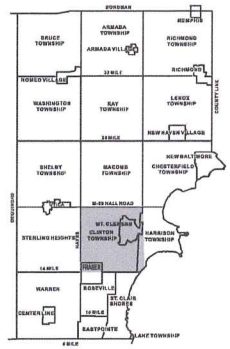
Source: Macomb County Department of Planning and Economic Development
 - 2008 Digital Orthophotography Project
 - Parcel Conversion Project

Note:
 Digital Orthophotography horizontal positioning accuracy is 3 feet. Parcel boundary lines should be considered a graphical representation and not in any way a legal survey or engineering document. In general, the horizontal positioning and length accuracy is within 15 feet.

This map is intended for general planning purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions. Please report any potential revisions to (586)469-9285.

Area Number	Sub Area Number	Block Number	Parcel Number
13-19-302-018	18	18	18

Legend	
	Platted Area Boundary Line
	Property Line
	Property Split Line
	Property Combined Line
	Township Boundary Line
	Traverse Line
	Dimension Extent Marks
	Dimension Start Marks



GIS MACOMB COUNTY
 Planning and Economic
 Development
 Published: Jun 06 2013

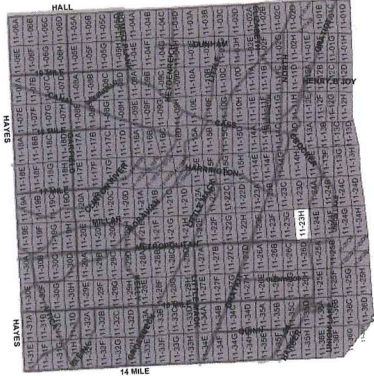
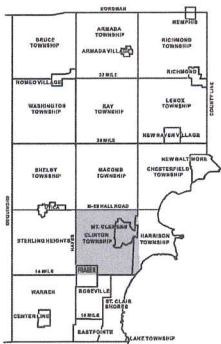


Date of Photography: Spring 2012

100 50 0 100 200 Feet

1:1,200

CLINTON TWP SHEET INDEX



DESCRIPTION OF PERMANENT REAL ESTATE INDEX NUMBER

13-19-302-018

Legend

- Platted Area Boundary Line
- Property Line
- Property Split Line
- Property Combined Line
- Township Boundary Line
- Traverse Line
- Dimension Extent Marks
- Dimension Start Marks

11-23H

CLINTON TWP.

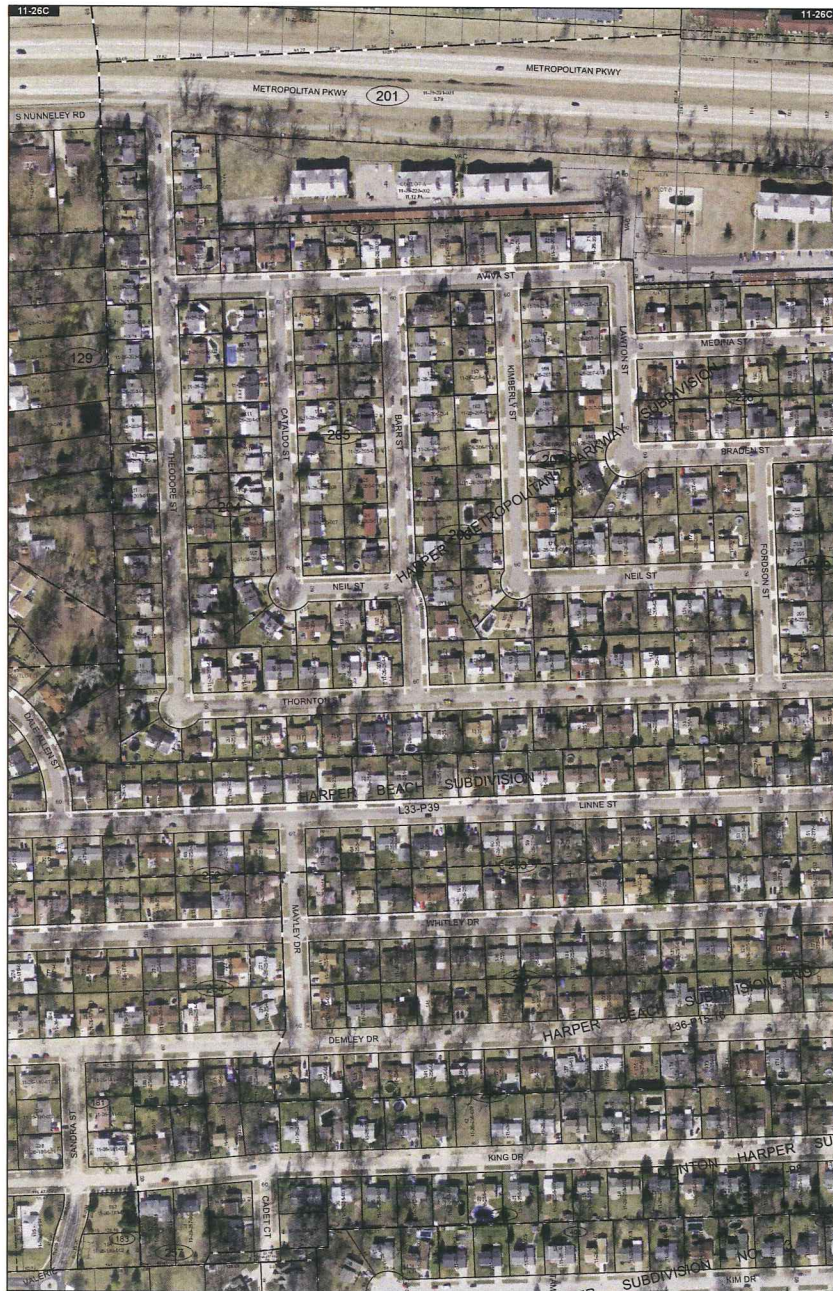
E. 1/2 S.E. 1/4 SEC. 23 T. 2N. R. 13E.

Source: Macomb County Department of Planning and Economic Development
2008 Digital Orthophotography Project
Parcel Conversion Project

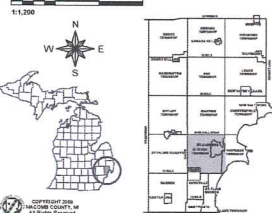
Note:
Digital Orthophotography horizontal positioning accuracy is 3 feet. Parcel boundary lines should be considered a graphical representation and not in any way a legal survey or engineering document. In general, the horizontal positioning and length accuracy is within 15 feet.

This map is intended for general planning purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions. Please report any potential revisions to (586)469-5295.





Date of Photography: Spring 2012
 100 0 100 200 Feet
 1:1,200

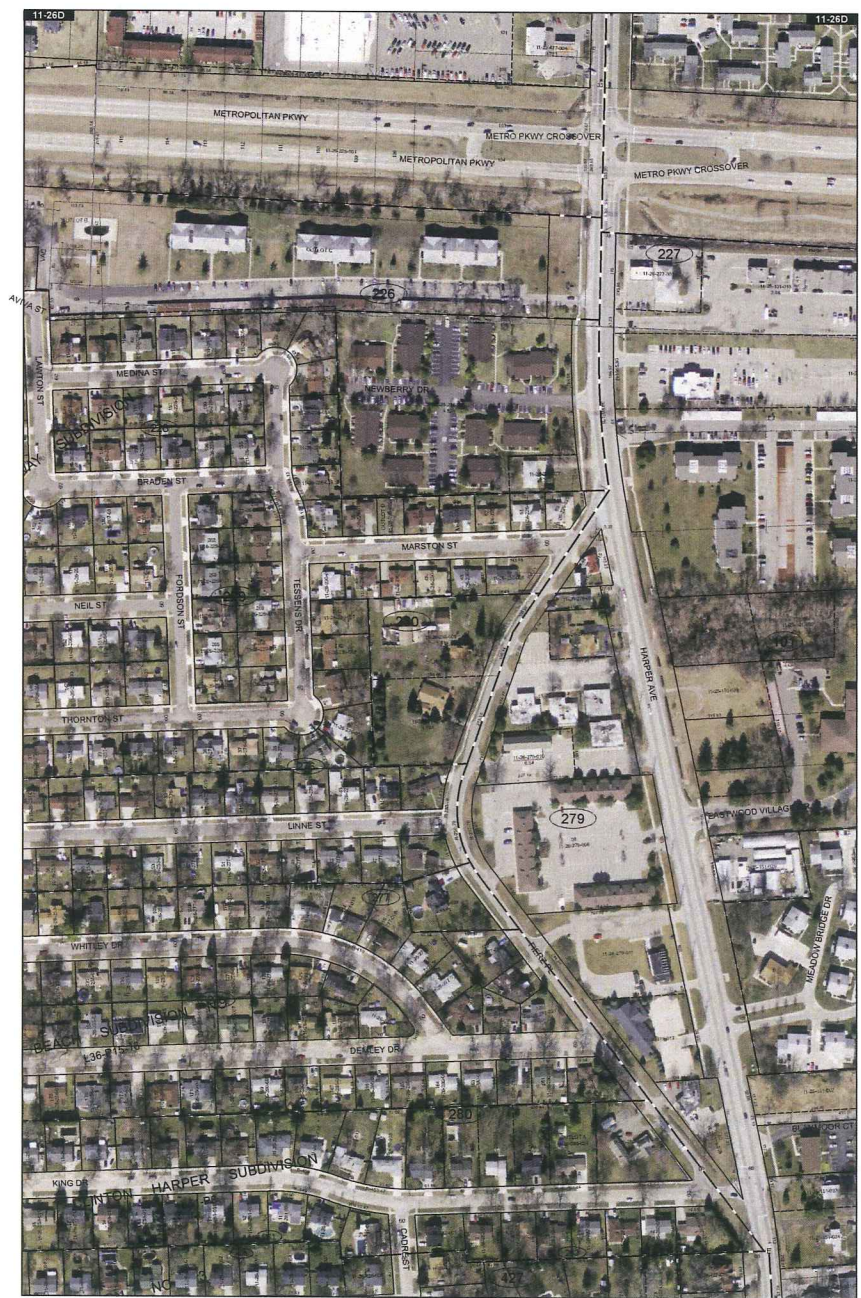


13-19-302-018
 11-26C

- Legend**
- Filled Area Boundary Line
 - Property Line
 - Property Color Line
 - Property Combined Line
 - Traveled Boundary Line
 - Taxation Line
 - Contour Interval Mark
 - Contour Interval Mark

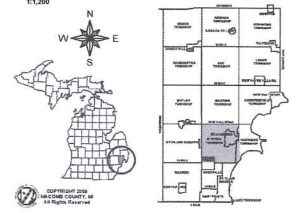
11-26C
 CLINTON TWP.
 W 1/2 N E 1/4 SEC 26 T 2N R 13E

Source: Macomb County Department of Planning and Economic Development
 - 2008 Digital Orthophotography Project
 Project Conversion Project



Date of Photography: Spring 2012
 100 50 0 100 200 Feet
 1:1,200

CLINTON TWP SHEET INDEX



13-19-302-018

- Legend**
- Federal-Aid Boundary Line
 - Property Line
 - Proposed Road Line
 - Property Combined Line
 - Township Boundary Line
 - Township Line
 - Contour Line
 - Contour Interval
 - Contour Mark

11-26D
 CLINTON TWP.
 E 1/2 N E 1/4 SEC. 26 T. 2N. R. 13E

Source: Macomb County Department of Planning and Economic Development
 © 2008 Digital Orthophotography Project
 Parcel Conversion Project

No. 501

No. 173 Confirmed to
James Abbott

SOUTH SIDE OF RIVER HURON

Description No. 173 Confirmed to James Abbott commencing at a post standing on the border of River Huron between this tract and a tract confirmed to Joseph Robertjean thence south one hundred and sixty two chains eighty three links to a post thence west thirty three chains eighteen links to a post the northwest corner of a tract confirmed to Joseph Sansfacon on Lake St. Clair, thence north one hundred and eighty eight chains forty links to an Elm Tree, thence east six chains forty eight links to a Buttonwood Tree standing on the border of River Huron between this tract and a tract confirmed to Christian Clemans, thence along the border of said River down stream south twenty six degrees west eight chains forty links thence south three chains thence south forty one degrees east six chains, thence south eighty eight degrees east eighteen chains forty five links thence south sixty seven degrees east three chains thence south seventeen degrees west nine chains thence south seventy one degrees east four chains thence north sixty six degrees east four chains forty nine links to the place of beginning, containing five hundred and seventy seven acres ninety four hundredths of an acre ____

Detroit, July 18, 1810

Aaron Greeley Surveyor
of private claims

N^o. 501. South Side of River Huron

Description N^o. 173 Confirmed to James Abbott commencing at a post standing on the border of River Huron between this tract and a tract confirmed to Joseph Robertjean, thence south one hundred and sixty two chains eighty three links, to a post thence west thirty three chains eighteen links, to a post the north west corner of a tract confirmed to Joseph Sansfayon on Lake St. Clair thence north one hundred and eighty eight chains forty links to an Elm tree, thence East six chains forty eight links, to a Buttonwood tree standing on the border of River Huron between this tract and a tract confirmed to Christian Coleman, thence along the border of said River down stream South twenty six degrees west eight chains forty links, thence South, three chains thence South forty -

one degree east six chains, thence South eighty eight degrees East eighteen chains forty five links, thence South sixty seven degrees East three chains, thence South seventeen degrees west nine chains, thence South seventy one degrees East four chains, thence north sixty six degrees East four chains forty nine links to the place of beginning, containing five hundred and seventy seven acres and ninety four hundredths of an acre.

Detroit July 18. 1810

Haron Greeley Surveyor
of private Claims.

No. 504

No. 542 Confirmed to
Christian Clemans

SOUTH SIDE OF RIVER HURON

Description No. 542 Confirmed to Christian Clemans commencing at a butter nut tree standing on the border of River Huron between this tract and a tract and a tract of unceded land thence south eighty three chains fifty nine links to a post thence east thirty four chains to a post standing on the west line of a tract confirmed to James Abbott thence north one hundred and forty eight chains forty links to an elm tree thence east six chains forty eight links to a buttonwood tree standing on the border of River Huron between this tract and a tract confirmed to James Abbott, thence along the border of said river up stream north twenty six degrees east eight chains sixty links thence north forty one degrees west seven chains thence south eighty one degrees thirty minutes west eighteen chains thence south seventy five degrees west seven chains thence north eighty five degrees west nineteen chains thence south forty degrees west eleven chains thence south twelve degrees west eleven chains fifty links thence south twenty eight degrees east seven chains thence south twelve degrees east ten chains thence south seventy nine degrees east twelve chains thence south twelve degrees east three chains thence south seven degrees west ten chains thence south fifty degrees west three chains thence north eighty five degrees east eight chains thence south thirteen degrees east four chains thence south seventy three degrees thirty minutes west eleven chains thence

N^o. 504,

South Side of River Huron.

Description N^o. 542, Confirmed to Christian Clemens Commencing at a Butternut Tree standing on the border of River Huron between this tract and a tract of unconceded land, thence south Eighty three chains fifty nine links, to a post, thence East thirty four chains, to a post standing on the west line of a tract confirmed to James Abbott. Thence north one hundred and forty eight chains, forty links, to an Elm tree, thence East six chains forty eight links, to a Buttonwood Tree standing on the border of River Huron between this tract and a tract confirmed to James Abbott, thence along the border of said River upstream north twenty six degrees East Eight chains sixty links, thence north forty one degree west seven chains, thence south Eighty one degrees thirty minutes west Eighteen chains, thence south Seventy five degrees west seven chains thence north Eighty five degrees west nineteen chains thence south forty degrees west Eleven chains, thence south twelve degrees west Eleven chains, fifty links, thence south twenty eight degrees East seven chains, thence south twelve degrees East ten chains thence south Seventy nine degrees East twelve chains, thence south twelve degrees East three chains, thence south seven degrees west ten chains, thence south

Form 2 North Range 13 East.

East	Corrected between S 27 + 34
37.92	Made 1/4 Section Corner on a Beech 10 ins dia at average distance on true line
79.85	To Section Corner
North	Between Sections 26 + 27
2.40	a W. Oak 12 in dia
40.00	Made half mile corner on B. Oak 18 in dia
66.40	a B. Oak 18 in dia
80.00	Set post for Section 26, 27, 22, 23 from which a Lynn 18 in dia bears S 16 E 12 links also a Lynn 12 in dia bears N 35 E 17 links dist 1 st half mile post obly 2 ^d rate last half mile same Timber similar Lynn Beech Blue B. Oak & Undergrowth Spice &
West	On Randon between 22 + 27
40.00	Set temporary half mile post
80.10	Intersect West boundary at the Corner Land level obly Very good 2 ^d rate Timber W. Oak W. Oak Beech Sugar & Undergrowth Spice &
East	Corrected between S. 22 + 27
40.05	Made 1/4 section corner on a Hickory 14 ins dia at average distance
80.10	To Section Corner

Town 2 North Range 13 East

North Between Sections 22 & 23
 747 Indivisible Private Claims 36.25' West
 of East corner of Lot N^o 158 confirmed
 to N. Collins Made corner for part
 sections 22 & 23 on a Hornbeam 7 in dia
 Land 2nd rate Timber Lynn Bush
 W Cab 4

East Between Sections 23 & 26
 4000 made half mile corner on a W Oak
 8 in dia
 5950 Indivisible Private Claims 811 from S.W.
 corner Lot N^o 542 confirmed to O Collins
 and set part for part sections 23 & 26
 from which a Maple 8 in dia bears
 N 57 W 12 in also a younging Asp 28 in
 bears N 72 W 28 like dia
 Land 2nd rate part dry
 Timber W. Oak Aspelm Lynn Edna

East Between Sections 26 & 33
 4000 made half mile corner on a W Oak
 8 in dia
 7000 a Marsh
 7000 Lift the Marsh
 2000 Made corner for Sections 26, 33, 28, 36
 on an Ironwood 10 in dia
 Land part dry 2nd rate
 Timber Buck 13 Ash Elm Sugar

North Between Sections 26 & 25
 1125 a Sycamore 20 in dia
 4000 Set half mile part from which an
 Ironwood 8 in dia bears North 20 like
 dist also a Sugar tree 24 in dia bears N 60 W like

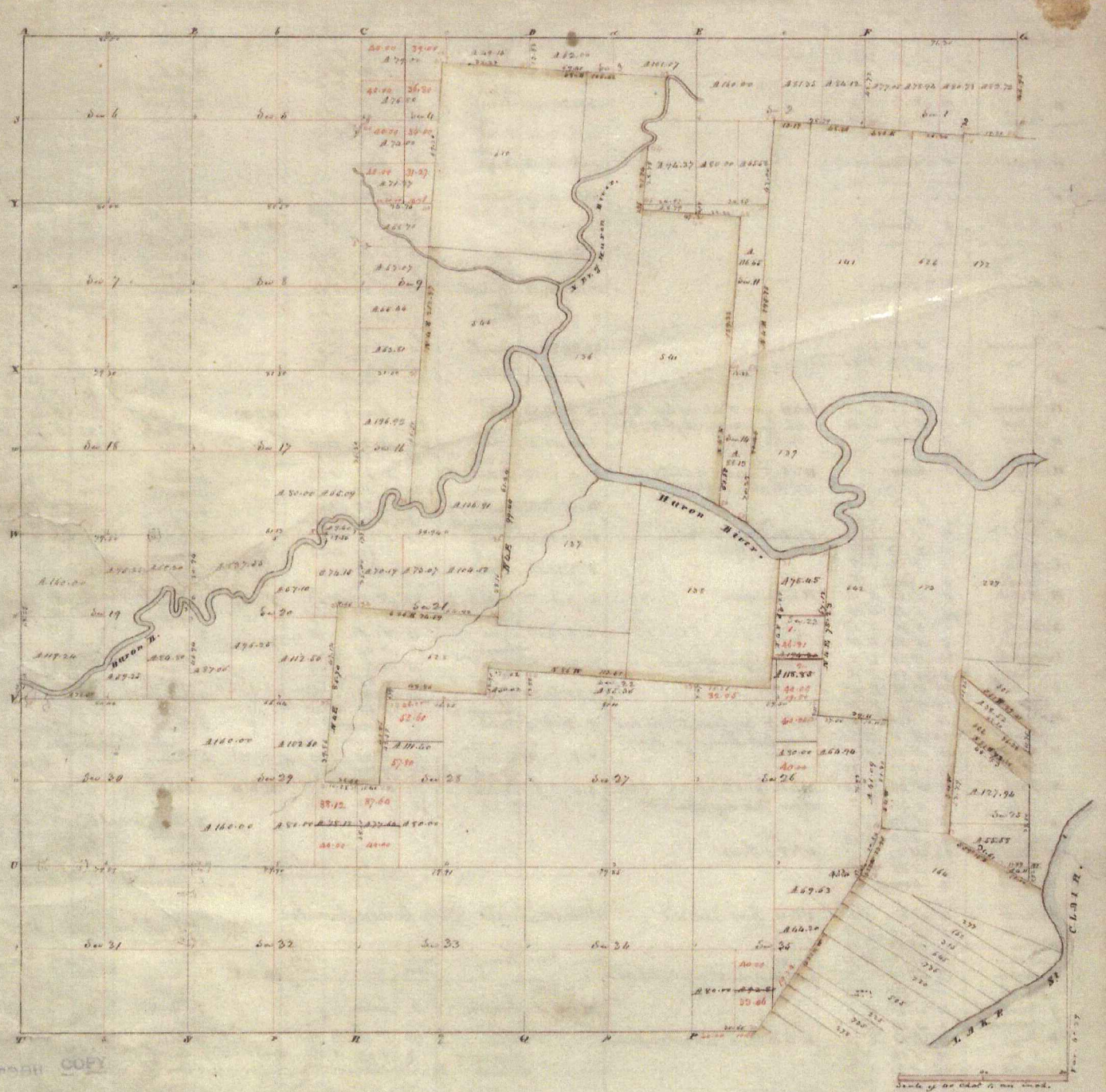
Township N. 12 North, Range N. 13 East of Mer. (Mich. Ter.)



A true copy from the Original on file in this Office Acct. Dec
 Quantity exclusive of private claim — 14, 202, 99
 Surveyor General's Office }
 Feb 20th 1818 }

Edward Tiffin
 Surveyor General

POOR COPY



Township N: II North, Range N: XIII East of Mer. (Mich. Ter.)

surveyed by W. Preston,

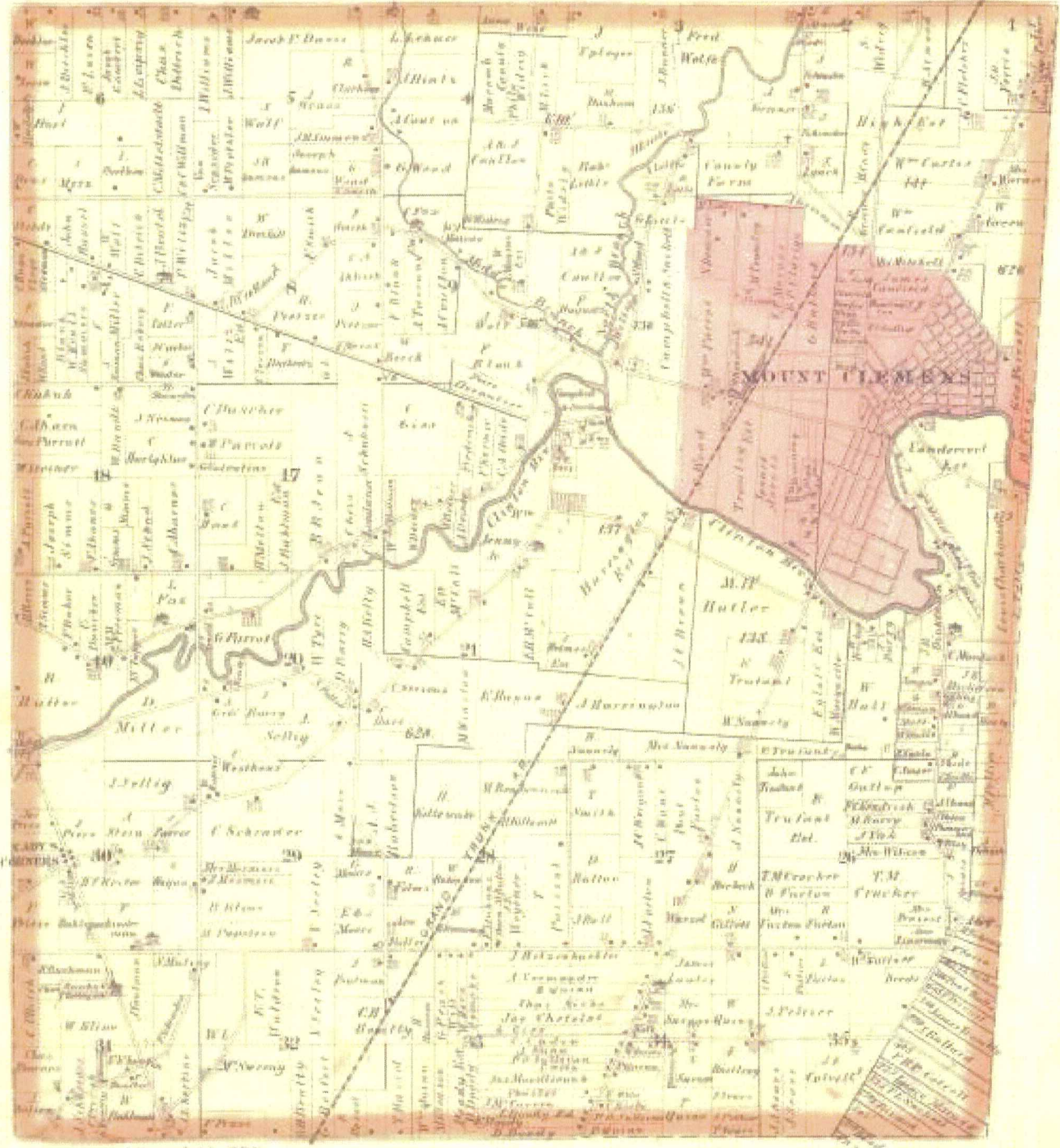
1847

Description of the soil on the interior sectional lines

Between Sections	Quality of Soil	Between Sections	Quality of Soil
5-6	1/2 clay, sandy, shaly, W. Oak, B. Ash, Spruce, Spruce	29-30	Level & dry 2. rate, W. Oak, Buck, Sugar
6-7	Level & wet 2. rate, B. Ash, Buck, Elm, Spruce	19-20	Same
7-8	Same - (fast dry)	19-20	3 of the Elm same
7-11	Same	20-23	1/2 x same - fast & wet 2. rate, W. Oak, Maple, Ash, Elm
11-14	Wet, dry 2. rate, W. Oak, Buck, Sugar, Spruce, Elm, Maple	23-24	Level, fast dry, W. Oak, Buck, B. Ash, Spruce & Elm
14-17	Same	24-25	2. rate, W. Oak, Buck
17-20	Level, 2. rate, level & dry, W. Oak, Buck, B. Ash, Sugar, Elm	25-26	Same
4-5	Dry 2. rate, Buck, Sugar, Spruce	16-17	Same
5-8	Same	26-27	Same
8-9	Same - (fast wet)	23-26	Same with Buck, Sugar, Maple, good land
9-11	Level & wet 2. rate, B. Ash, Elm, Spruce	27-28	Same
11-12	1/2 x wet 2. rate, 1/2 x very dry, W. Oak, Buck, Sugar	28-29	Same
12-20	Level, good 2. rate, W. Oak, Buck, Sugar, Spruce, Elm	29-30	Same
2-6	Dry 2. rate - Buck, W. Oak, Maple, Sugar	30-31	Same
6-7	Same	31-32	Same
7-8	Same	32-33	Same
8-9	Same	33-34	Same
9-10	Level & swampy 2. rate, Spruce, B. Ash, Elm	34-35	Same
10-11	Same	35-36	Same
11-12	Level, dry 2. rate - W. Oak, Buck, Sugar		

MAP OF CLINTON TOWNSHIP

TP 2 S R 13 E



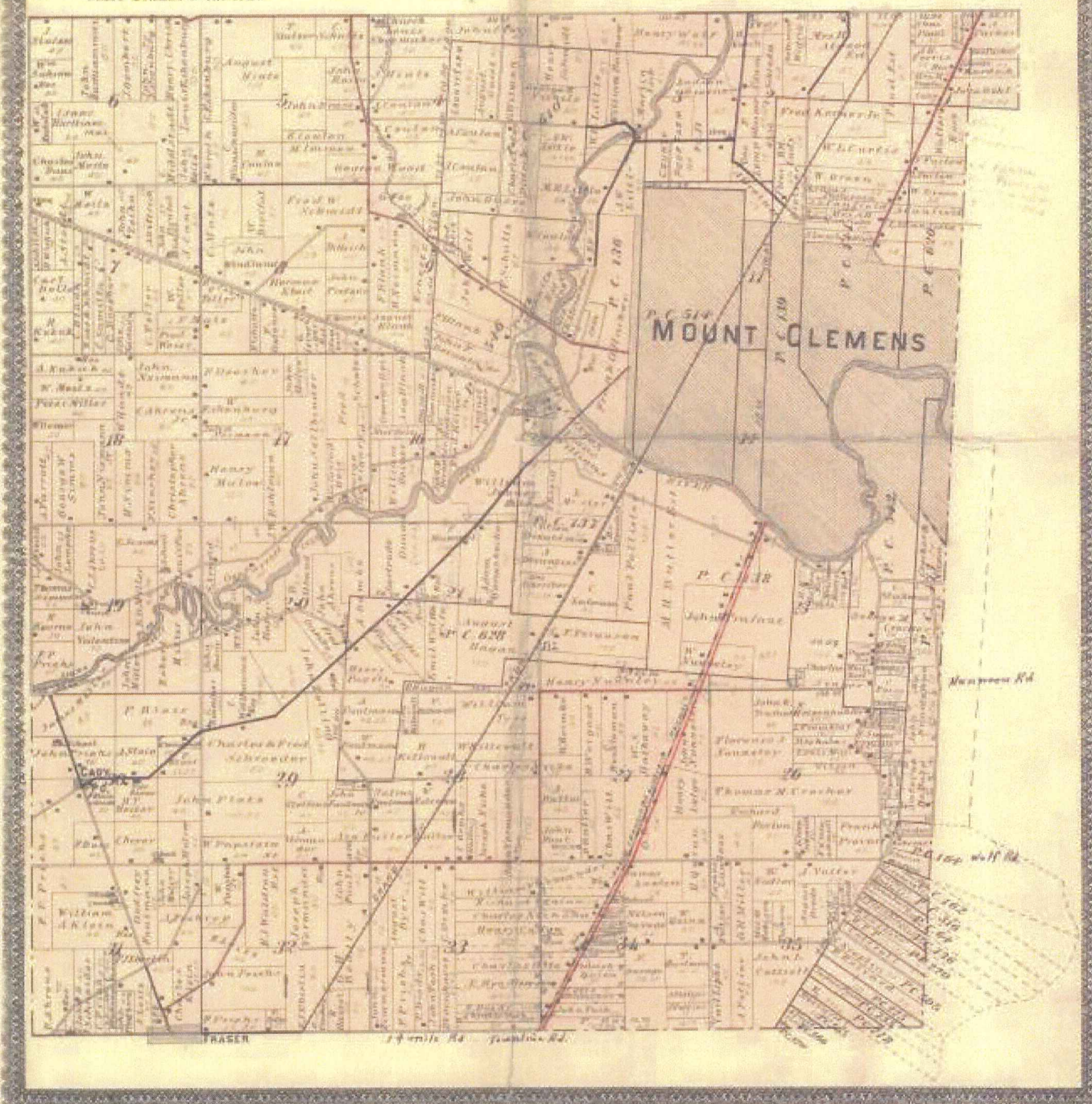
Drawn and Compiled by A.B. Cross

MAP OF CLINTON

Township 2 North Range 13 East

Scale 2 Inches to one Mile

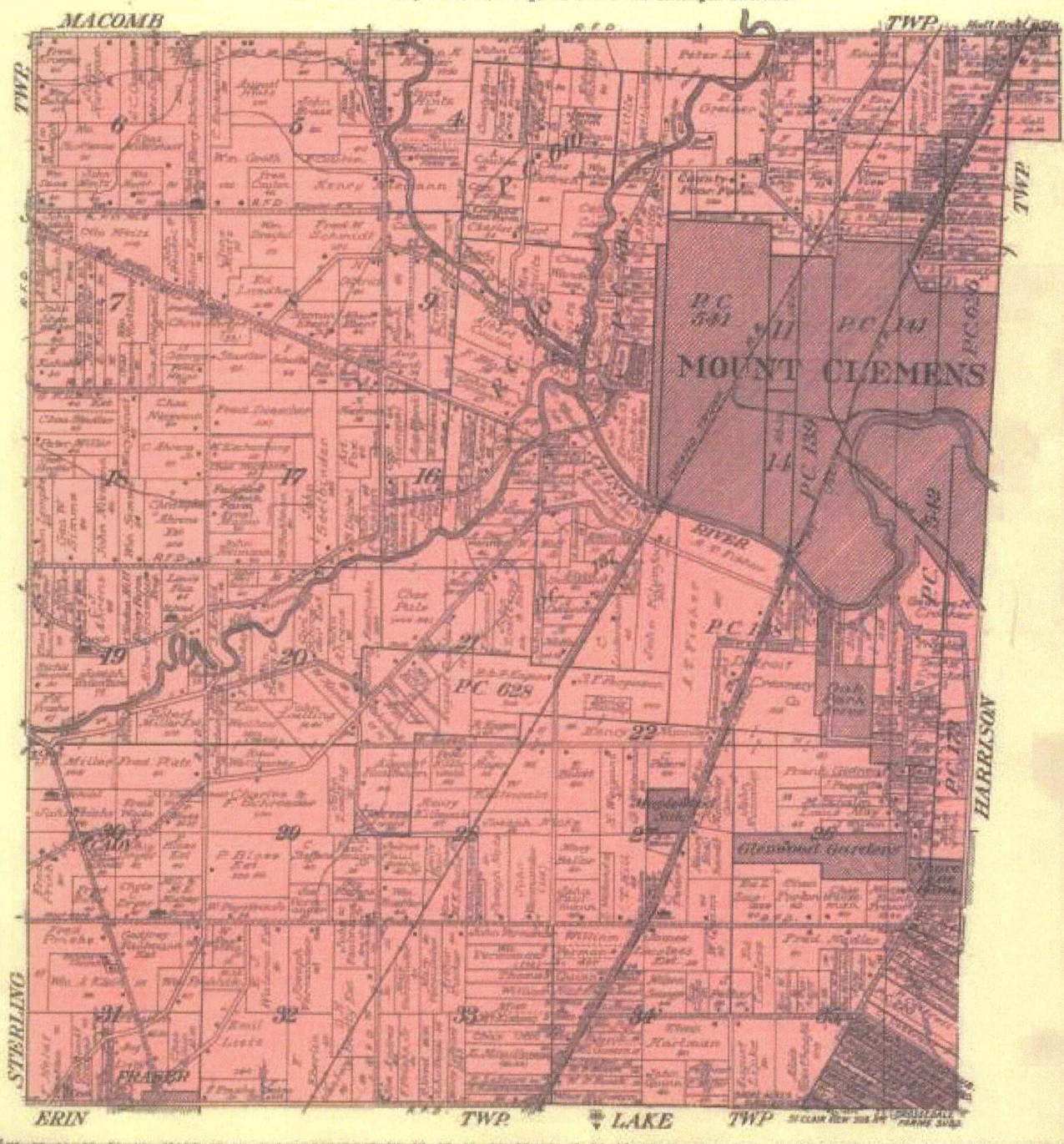
of the State of Michigan



MAP OF
CLINTON
 TOWNSHIP

Scale 2 inches to 1 mile

Fractional Township 2 North, Range 13 East of the Michigan Meridian

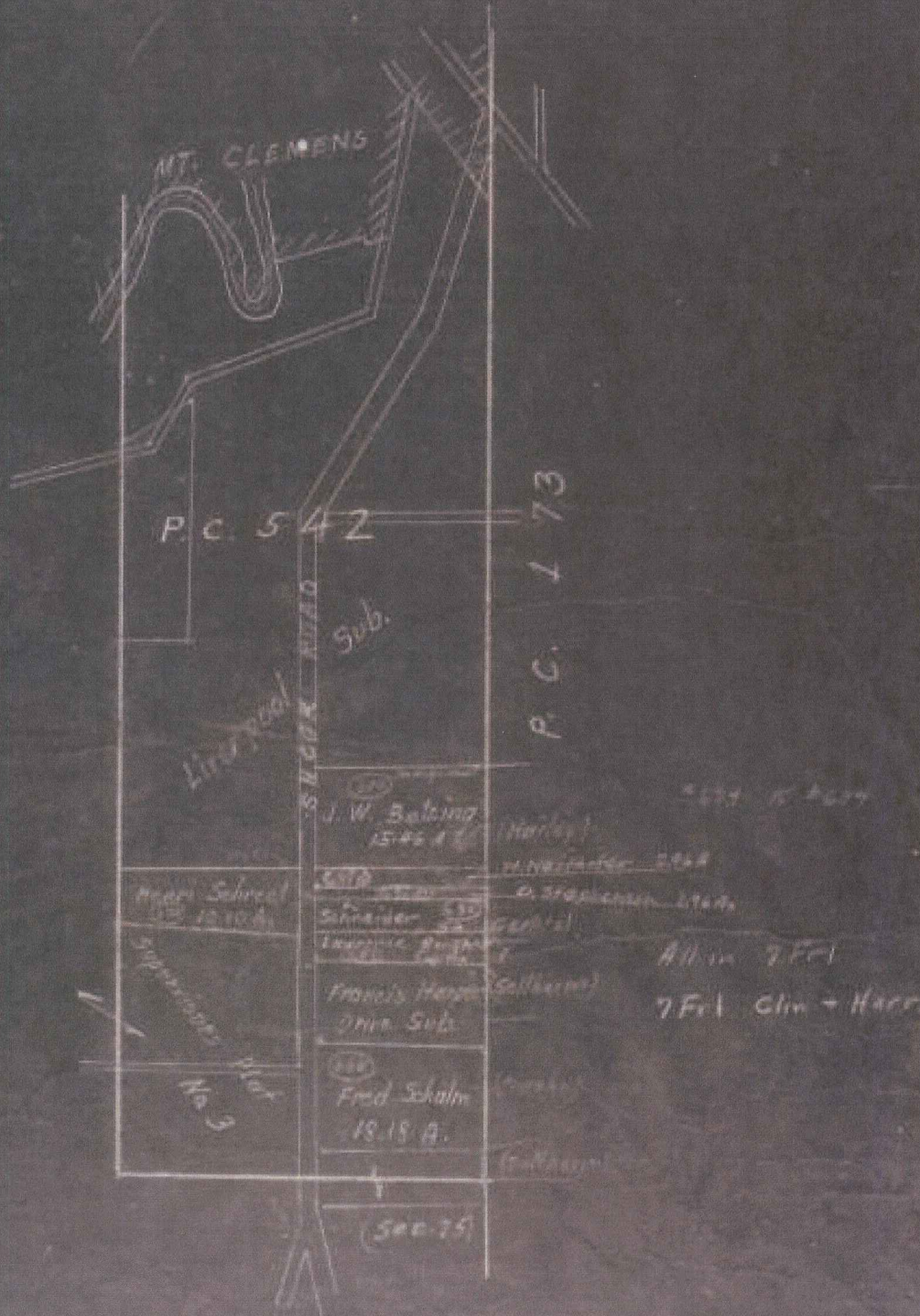


CLINTON TOWNSHIP

MACOMB COUNTY

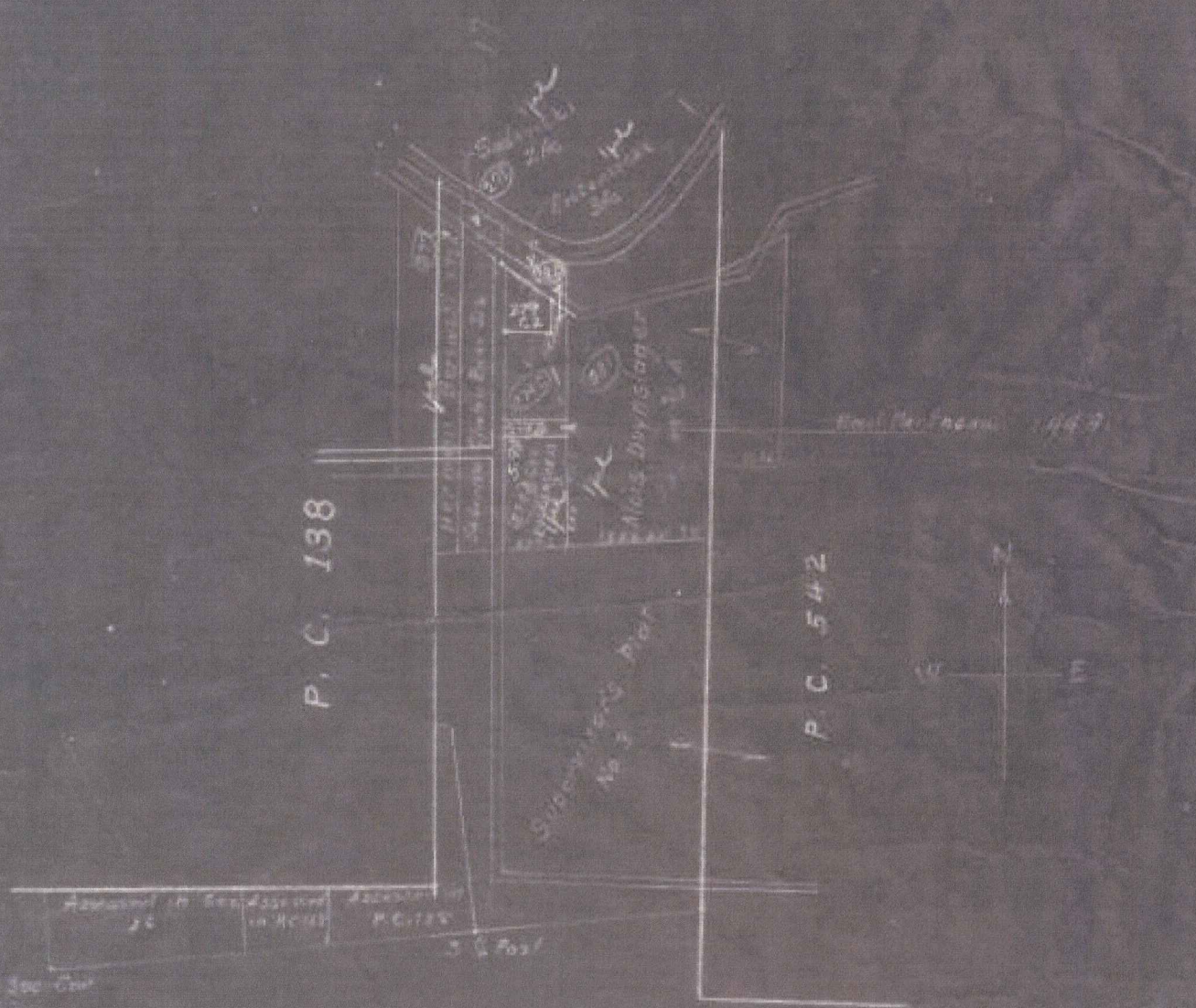
P.C. 542

TOWN 2N RANGE 13E



mt. Honey Hill

CLINTON TOWNSHIP MACOMB COUNTY
SEC. 23 FRI TOWN 2N RANGE 35E



School Dist in Black
1 Fri Clin-Harr-Mt Clem.

27902 Geo. N. ...
27901 Geo. O. ...

Examined and Approved
Oct 8-1926
J. L. Houser
County Auditor

LIVERPOOL SUBDIVISION

OF PART OF P.C. 542 AND PART OF P.C. 173

CLINTON TWP. & CITY OF MT. CLEMENS
MACOMB CO. MICHIGAN

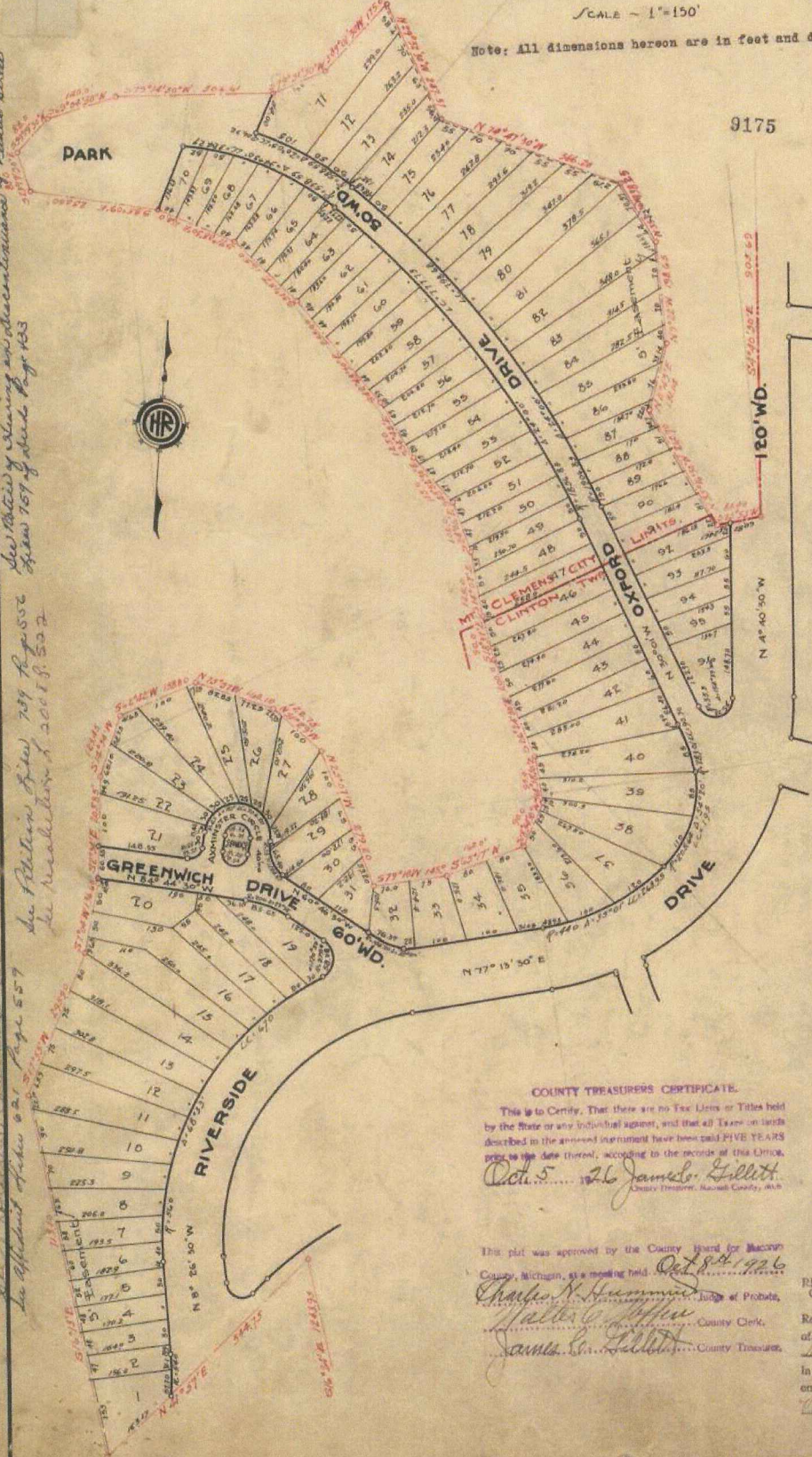
SCALE - 1"=150'

Note: All dimensions hereon are in feet and decimals thereof.

H.R. Omara
Registered Civil Engineer
Halfway, Mich.

9175

L. 11
P. 40



KNOW ALL MEN BY THESE PRESENTS: That we the Culmet Development Company, a Michigan corporation, by Roy L. Chapin, President and Lewis A. Jarney, Secretary, as proprietors, have caused the land hereinafter in the annexed plat to be surveyed, laid out and plotted, to be known as LIVERPOOL SUBDIVISION, part of P.C. 542 and part of P.C. 173, Clinton Twp., & City of Mt. Clemens, Macomb Co., Michigan, and that the parks, streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Signed and Sealed in Presence

[Signature]
[Signature]

Roy L. Chapin (P.S.)
President
Lewis A. Jarney (P.S.)
Secretary

STATE OF MICHIGAN
COUNTY OF MACOMB

On this 14th day of September A.D. 1926, before me, J. L. Houser, Notary Public in and for said County of Macomb, did Roy L. Chapin and Lewis A. Jarney, to me personally known, who claim to be duly sworn and say that they are the President and Secretary respectively of the Culmet Development Company a Michigan corporation,

and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Roy L. Chapin & Lewis A. Jarney, known and acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires Jan. 14, 1929

ENGINEER'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments of not less than one inch in diameter and fifteen inches in length set in concrete bases at least four inches in diameter and forty-eight inches in length have been placed at points marked there (a) as shown shown at all the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

H. R. Omara
Registered Civil Engineer

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the City Commission of the City of Mt. Clemens at a meeting held Oct 5, 1926

[Signature]
Clerk

CERTIFICATE OF TOWNSHIP APPROVAL

This plat was approved by the Town Board of the Town of Clinton at a meeting held Sept 10, 1926

[Signature]
Clerk

COUNTY TREASURER'S CERTIFICATE

This is to Certify, That there are no Tax Liens or Titles held by the State or any individual agent, and that all Taxes on lands described in the annexed instrument have been paid FIVE YEARS prior to the date thereof, according to the records at this Office.

Oct. 5, 1926 James G. Elliott
County Treasurer, Macomb County, Mich.

This plat was approved by the County Board for Macomb County, Michigan, at a meeting held Oct 8, 1926

[Signature] Judge of Probate
[Signature] County Clerk
[Signature] County Treasurer

REGISTER'S OFFICE
County of Macomb

Received for Record this 14th day of September A.D. 1926 at 4:15 o'clock P.M. and Recorded in Liber 11 of 1926 on Page 46
[Signature] Registrar

See Plat Book 2, Streets & Parks of Mt. Clemens 759 & 760 pgs 406-407
See Plat Book 2, Streets & Parks of Mt. Clemens 759 & 760 pgs 406-407
In affidavit of John G. Page 557 See Plat Book 2, Streets & Parks of Mt. Clemens 759 & 760 pgs 406-407
See resolution of 2011, 8, 2022

In Book 2 of Streets & Parks of Mt. Clemens 759 & 760 page 406 & 407

LIVERPOOL SUBDIVISION

OF PART OF P.C. 542 AND PART OF P.C. 173 9176

CLINTON TWP. &
CITY OF MT. CLEMENS
MACOMB CO. MICHIGAN

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of 'LIVERPOOL SUBDIVISION' of part of P.C. 542 and part of P.C. 173, Clinton Twp., & City of Mt. Clemens, Macomb Co., Michigan, is described as follows:

Beginning at the intersection of the West line of P.C. 173 and the centerline of Crocker Blvd. (so-called) 222, 212 1/2, Clinton Twp., Macomb Co., Mich. Thence N. 54° 30' 30" W., 100.0 ft. Thence S. 39° 13' 30" W., 88.3 ft. Thence S. 37° 19' 30" W., 81.0 ft. Thence S. 85° 00' 30" W., 250.0 ft. Thence S. 71° 00' 30" W., 160.0 ft. Thence S. 51° 15' 0" W., 160.0 ft. Thence S. 116° 00' 30" W., 250.0 ft. Thence S. 45° 06' 30" W., 100.0 ft. Thence S. 14° 00' 30" W., 188.0 ft. Thence S. 10° 00' 30" W., 30.0 ft. Thence S. 26° 54' 30" W., 200.0 ft. Thence S. 14° 58' 30" W., 35.0 ft. Thence S. 14° 34' 30" W., 90.0 ft. Thence S. 35° 17' 0" W., 160.0 ft. Thence S. 79° 18' 30" W., 145.0 ft. Thence S. 28° 07' 30" W., 279.2 ft. Thence S. 51° 29' 30" W., 182.78 ft. Thence S. 75° 57' 30" W., 169.10 ft. Thence S. 38° 42' 30" W., 158.8 ft. Thence S. 54° 04' 30" W., 167.45 ft. Thence S. 02° 34' 30" W., 232.65 ft. Thence S. 07° 04' 30" W., 136.50 ft. Thence S. 17° 52' 30" W., 235.3 ft. Thence S. 16° 14' 30" W., 715.1 ft. Thence N. 41° 27' 30" W., 144.78 ft. Thence S. 16° 21' 30" W., 1242.95 ft. Thence S. 73° 40' 30" W., 463.0 ft. Thence S. 16° 28' 30" W., 1398.8 ft. Thence S. 73° 04' 30" W., 1144.97 ft. Thence N. 15° 29' 30" W., 200.0 ft. Thence N. 18° 47' 30" W., 148.71 ft. Thence N. 77° 39' 30" W., 1248.88 ft. Thence N. 70° 17' 30" W., 911.48 ft. Thence N. 16° 22' 30" W., 1256.85 ft. Thence S. 75° 32' 30" W., 116.70 ft. Thence N. 16° 28' 30" W., 2070.57 ft. Thence S. 54° 30' 30" W., 688.0 ft. to the point of beginning.

REVISOR'S OFFICE
County of Macomb, Michigan

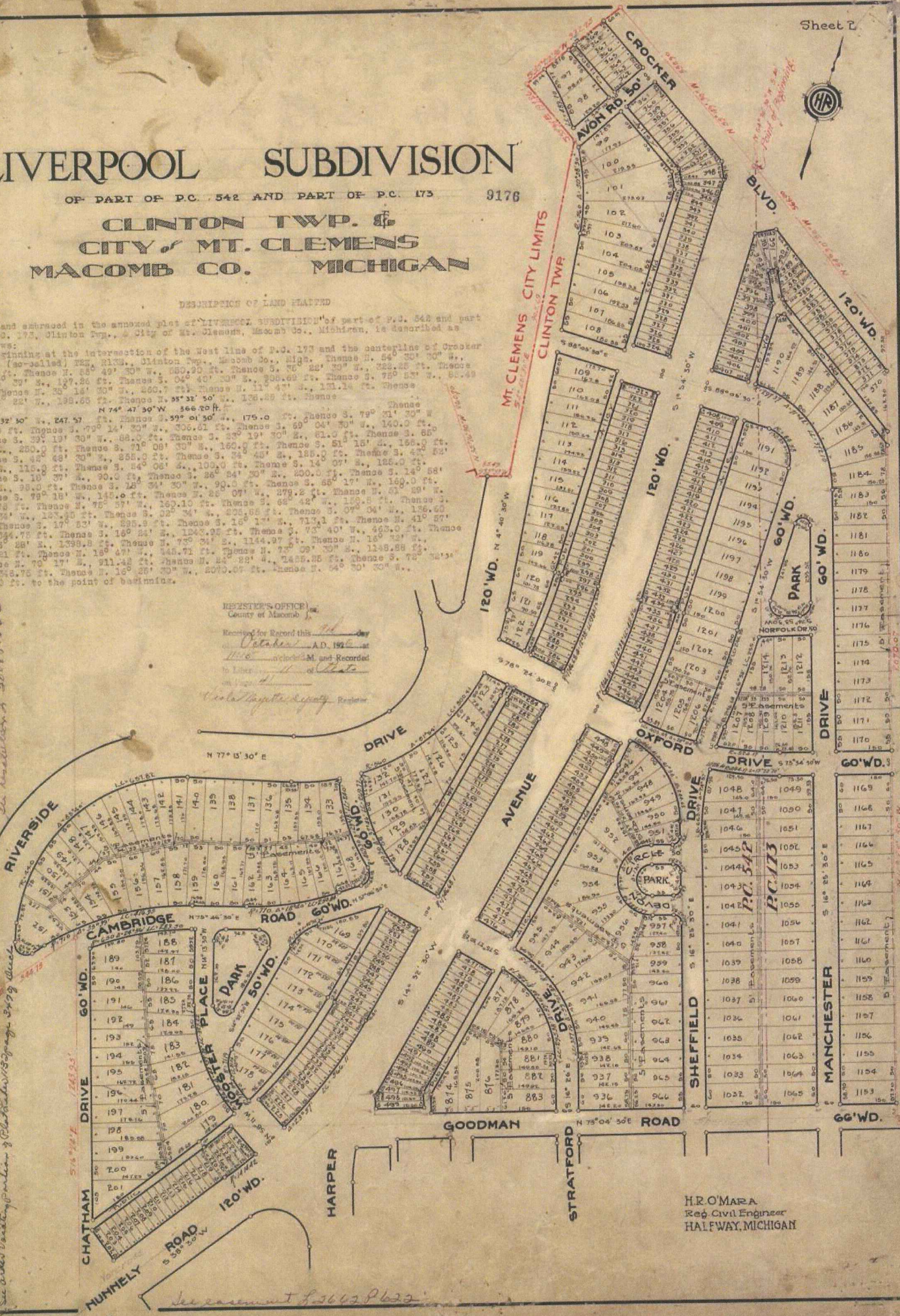
Recorded for Record this 11th day of October, A.D. 1918 at 11:06 a.m. and Recorded to Librarian of the Office of the Registrar.

W. L. Taylor, Registrar

See map 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100.

14 11

T



H. O'MARA
Res. Civil Engineer
HALFWAY, MICHIGAN

See easement 13662 P 622

L. 11
P. 42

LIVERPOOL SUBDIVISION

OF PART OF P.C. 342
AND PART OF P.C. 173

CLINTON TWP. &
CITY OF MT. CLEMENS
MACOMB CO.
MICHIGAN

9177

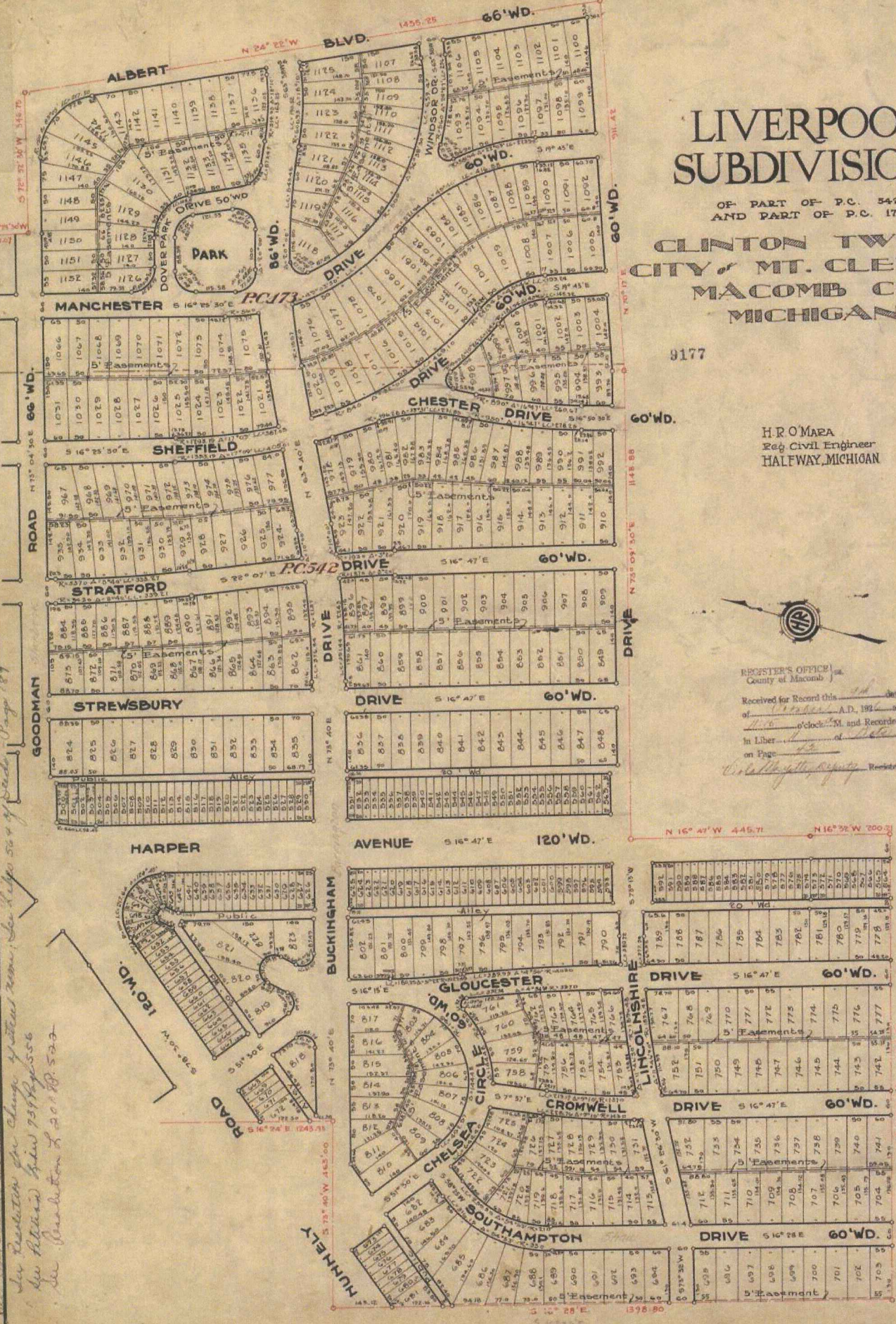
H. R. O'MARA
Reg. Civil Engineer
HALFWAY, MICHIGAN



REGISTER'S OFFICE
County of Macomb

Received for Record this 14th day
of February, A.D. 1926 at
11:06 o'clock A.M. and Recorded
in Liber 1 of 1926
on Page 12
W. C. Blythe, Deputy Registrar

*See Resolution L. 2662 P. 6233
See Resolution L. 2018 P. 523
See Resolution L. 1917 P. 4556
See Resolution L. 1817 P. 4556
See Resolution L. 1717 P. 4556
See Resolution L. 1617 P. 4556
See Resolution L. 1517 P. 4556
See Resolution L. 1417 P. 4556
See Resolution L. 1317 P. 4556
See Resolution L. 1217 P. 4556
See Resolution L. 1117 P. 4556
See Resolution L. 1017 P. 4556
See Resolution L. 917 P. 4556
See Resolution L. 817 P. 4556
See Resolution L. 717 P. 4556
See Resolution L. 617 P. 4556
See Resolution L. 517 P. 4556
See Resolution L. 417 P. 4556
See Resolution L. 317 P. 4556
See Resolution L. 217 P. 4556
See Resolution L. 117 P. 4556
See Resolution L. 7 P. 4556*



See Resolution L. 2662 P. 6233

SUPERVISOR'S PLAT NO. 3

910
Feb 5-1930
J. B. Hamer

OF PART OF SEC. 23 & P.C. 542, T. 2 N., R. 13 E.

CLINTON TWP.

MACOMB CO.

MICHIGAN

L-14
P. 32
So. field plat 107-115-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

KNOW ALL MEN BY THESE PRESENTS, that I William Eric Supervisor of Clinton township of Macomb County, State of Michigan, by virtue of authority in me vested by Sec. 51, Act 172 P. A. of 1929, having been duly authorized by the township board have caused the land described in the annexed plat to be surveyed, laid out and platted, to be known as "Supervisor's Plat No. 3" of part of Sec. 23 & P.C. 542, T. 2 N., R. 13 E., Clinton Township, Macomb Co., Michigan, and that the streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Witnessed by:
John A. Thurman
Joseph Abraham
William Eric 15
Supervisor of Clinton Township.

STATE OF MICHIGAN)
County of Macomb

On this 8th day of January, A.D. 1930, before me a Notary Public in and for said county, personally came the above named William Eric Supervisor of Clinton township, known to me to be the person who executed the above dedication and acknowledged the same to be his free act and deed as such Supervisor.

Ralph Collins
Notary Public, Macomb Co., Mich.

My commission expires July 18, 1933

DESCRIPTION

The land embraced in the annexed plat of Supervisor's Plat No. 3 of part of section 23 & P.C. 542, T. 2 N., R. 13 E., Clinton township, Macomb county, Michigan, is described as follows: Commencing at the S.W. corner post of Section 23, T. 2 N., R. 13 E., Clinton township, Macomb county, Michigan, thence N. 89 deg. 23' W. a distance of 1328.8 ft., thence N. 01 deg. 54' W. a distance of 1270.6 ft., thence S. 86 deg. 45' W. a distance of 116.82 ft., thence N. 05 deg. 12' E. a distance of 1012 ft., thence S. 86 deg. 30' E. a distance of 1626.70 ft., thence S. 06 deg. 18' W. a distance of 1266.0 ft., thence S. 83 deg. 33' 30" E. a distance of 1150.40 ft., thence S. 05 deg. 51' 30" a distance of 1620.25 ft., thence N. 83 deg. 31' W. a distance of 1162.95 ft., thence S. 06 deg. 26' E. a distance of 539.9 ft. to the point of beginning.

SURVEYORS CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments of not less than one inch in diameter and fifteen inches in length set in concrete bases at least four inches in diameter and forty-eight inches in length have been placed at points marked thus (C) as thereon shown at all angles in the boundaries of the land platted, at all the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

J. B. Hamer
Registered Civil Engineer

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the township board of the township of Clinton at a meeting held Jan 8 1930

Wm. B. Madson
Clerk.

CERTIFICATE OF APPROVAL BY COUNTY BOARD

1930. This plat was approved on the 17th day of January.

Charles H. Hammond
Judge of Probate

James A. Hartman
County Clerk

William McMane
County Treasurer

REGISTER'S OFFICE

County of Macomb)
Received for Record this 6th day
of February A.D. 1930 at
9:00 o'clock A.M. and Recorded
in Liber 1st of
on Page 32
Ralph C. Whiting Register

SUPERVISOR'S PLAT NO. 3

910

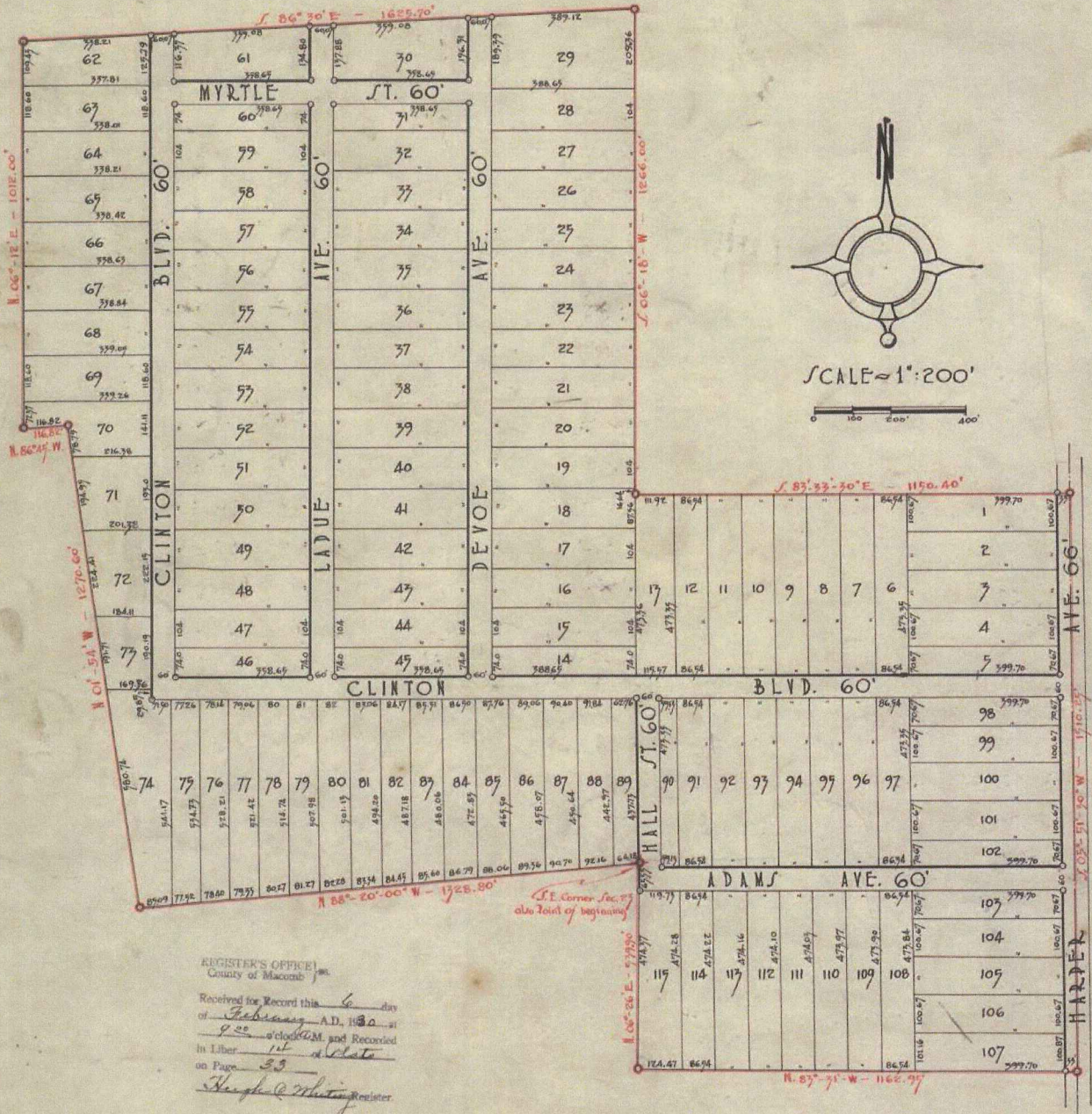
OF PART OF SEC 23 & T. C 542, T. 2 N., R. 13 E.

CLINTON TWP.

MACOMB CO.

MICHIGAN

83
L. 14



REGISTER'S OFFICE
County of Macomb

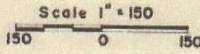
Received for Record this 6 day
of February A.D. 1930 at
9:00 o'clock A.M. and Recorded
in Liber 14 at date
on Page 35
Hugh C. Whiting Register.

*See Resolution for change of street name. See files 56 & of books - Page 187
See files 100 & 101 of books - Page 202 & 203
See Resolution about street name change of Adams St., S. 1003 of 1917 10-15-64
See Resolution to close Hall Street & 204 of 1917*

"HARPER-METROPOLITAN PARKWAY SUBDIVISION"

PART OF FR'L SEC. 26 & P.C. 542 T.2N., R.13E.
CLINTON TWP. MACOMB CO. MICHIGAN

NOTE: All dimensions are in feet and decimals thereof.
All easements are private easements for public utilities.
All curvilinear dimensions are shown as arc lengths.



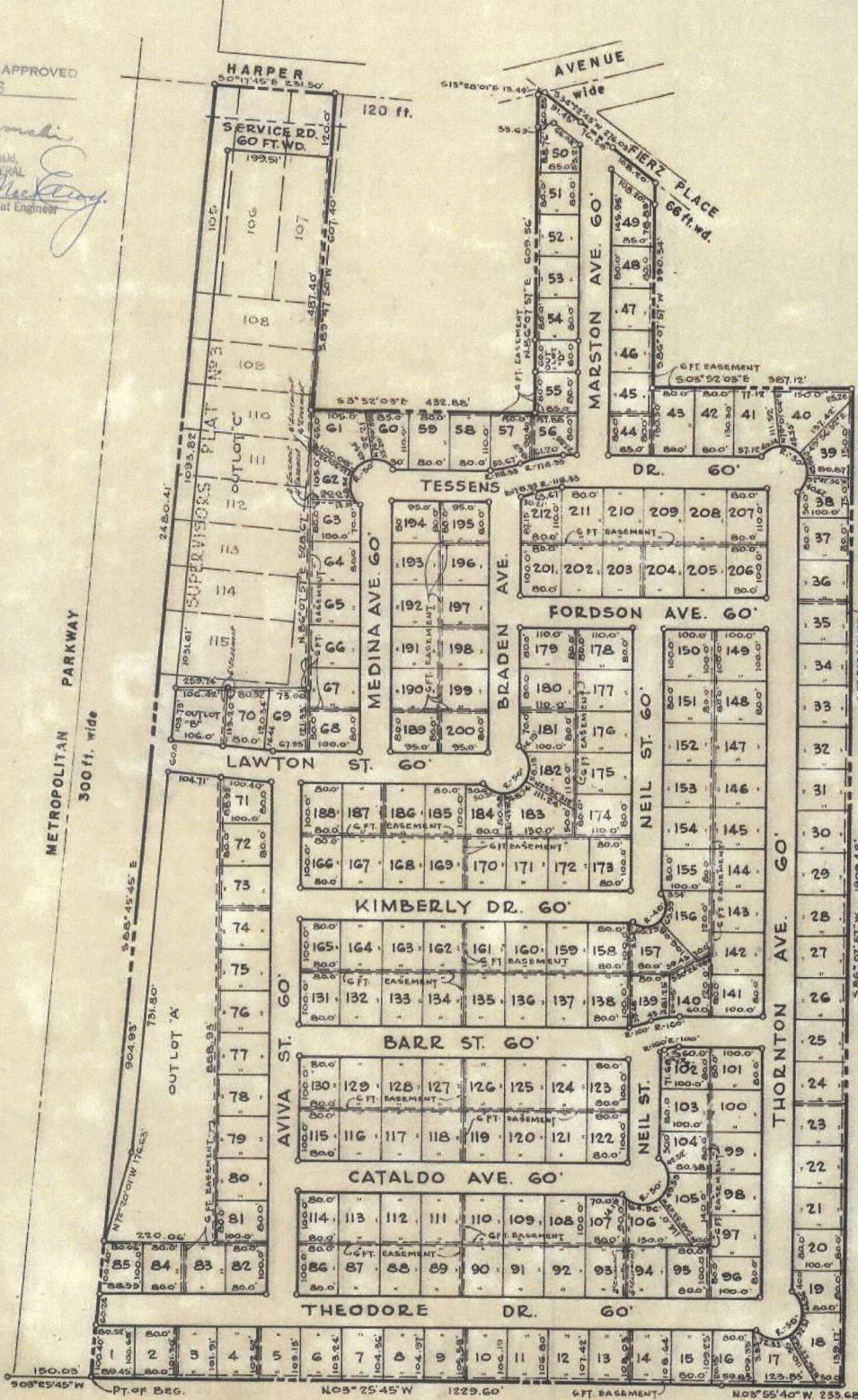
Walter J. Lehner & Sons
Reg. Civil Eng. & Surveyors
Mt. Clemens Michigan



EXAMINED AND APPROVED
Date FEB 10 1956

Victor Torganski
Victor Torganski
REGISTERED PROFESSIONAL ENGINEER
By *D. S. Mackay*
D. S. Mackay
PLAT ENGINEER

*Subdivision to Public Highway 1314 by Public Act 119 of 1956
Plat 17 of Harper-Metropolitan Parkway Subdivision, Clinton Twp., Macomb Co., Mich.
Plat 17 of Harper-Metropolitan Parkway Subdivision, Clinton Twp., Macomb Co., Mich.
Plat 17 of Harper-Metropolitan Parkway Subdivision, Clinton Twp., Macomb Co., Mich.*



REGISTER'S OFFICE
COUNTY OF MACOMB
Received for Record
February 15th 1956
at 2:12 o'clock A.M. and recorded
in Vol. 35 of Plats, on
Page 14 & 15
Walter J. Lehner & Sons
Register of Deeds

LIBER 85 PAGE 17

N.W. 1/4 POST
REL. SEC. 26

150.03
90°25'45"W
Pt. of Sec.
103°25'45"W
1229.60'
4-FT. EASEMENT
N03°55'40"W. 233.68'

"HARPER-METROPOLITAN PARKWAY SUBDIVISION"

PART OF FR'L SEC. 26 & P.C. 542 T. 2 N., R. 13 E.
CLINTON TWP. MACOMB CO. MICHIGAN

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, Clarence B. Tessens and Esther A. Tessens, his wife, Albert Schmidt and Elsie Schmidt, his wife, as Proprietors, and Peter Cataldo and Dora Cataldo, his wife, Sam Chirco and Josephine Chirco, his wife, and the Harper-Metropolitan Parkway, Inc., a Michigan Corporation, by Lester Satovsky, President, and Abraham Satovsky, Secretary, as Vendees under Land Contract, have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as "Harper Metropolitan Parkway Subdivision", Part of Fr'l. Sec. 26, & P.C. 542, T. 2 N., R. 13 E., Clinton Twp., Macomb Co., Michigan, and that the streets as shown on said plat are hereby dedicated to the use of the public, and that the private easements shown on said plat are hereby reserved for the use of the Public Utilities, or for the use of specific utilities as thereon noted, subject to the regulation and control of the use thereof by the local governmental authorities, and that no permanent structures are to be erected within the lines of said easements.

Signed and sealed in presence of:

Charles Bonmarito
CHARLES BONMARITO
THEODORE SALLEN
THEODORE SALLEN

Clarence B. Tessens (L.S.)
Clarence B. Tessens

Esther A. Tessens (L.S.)
Esther A. Tessens

Albert Schmidt (L.S.)
Albert Schmidt

Elsie Schmidt (L.S.)
Elsie Schmidt

Peter Cataldo (L.S.)
Peter Cataldo

Dora Cataldo (L.S.)
Dora Cataldo

Sam Chirco (L.S.)
Sam Chirco

Josephine Chirco (L.S.)
Josephine Chirco

Harper-Metropolitan Parkway, Inc. Co.

Lester Satovsky
Lester Satovsky, President

Abraham Satovsky
Abraham Satovsky, Secretary

Charles Bonmarito
CHARLES BONMARITO
THEODORE SALLEN
THEODORE SALLEN

Charles Bonmarito
CHARLES BONMARITO
THEODORE SALLEN
THEODORE SALLEN

THEODORE SALLEN
THEODORE SALLEN

FLORENCE BUTLER
FLORENCE BUTLER

ACKNOWLEDGEMENTS

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 20th day of January, 1956, before me, a Notary Public, in and for said county, personally came the above named Clarence B. Tessens and Esther A. Tessens, his wife, and Albert Schmidt and Elsie Schmidt, his wife, known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

My Commission expires:

Aug 28, 1959

Charles Bonmarito
CHARLES BONMARITO
Notary Public
Wayne County, Michigan.

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 17th day of January, 1956, before me, a Notary Public, in and for said county, personally came the above named Peter Cataldo and Dora Cataldo, his wife, and Sam Chirco and Josephine Chirco, his wife, known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

My Commission expires:

Jan 24 - 1958

Florence Butler
FLORENCE BUTLER
Notary Public
Wayne County, Michigan.

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 17th day of January, A.D., 1956, before me, a Notary Public in and for said county appeared Lester Satovsky and Abraham Satovsky to me personally known, who being each by me duly sworn did say that they are the President and Secretary respectively of the Harper-Metropolitan Parkway, Inc., a Michigan corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said Lester Satovsky and Abraham Satovsky acknowledged said instrument to be the free act and deed of said corporation. Corporation has no corporate seal.

My Commission expires:

Jan 24 - 1958

Florence Butler
FLORENCE BUTLER
Notary Public
Wayne County, Michigan.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS

This plat has been examined and was approved on the 14th day of January, 1956, by the Macomb County Board of Road Commissioners.

Ernest W. McCollom, Chairman Ray Conner, Vice-Chairman Lawrence Oehmke, Member

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of "Harper Metropolitan Parkway Subdivision", or Part of Lots 105 through 115 of Supervisor's Plat No. 3 of Part of Sec. 23 and P.C. 542, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan, and Part of Fr'l. Sec. 26, T. 2 N., R. 13 E., Clinton Twp., Macomb Co., Michigan, is described as follows:

Commencing at a point 150.03 feet S. 3°-25'-45"E. of the North 1/4 Post of said Fr'l. Sec. 26, and thence extending S. 88°-45'-45"E. 2480.41 feet, thence S. 0°-17'-45"E. 231.50 feet, thence S. 89°-47'-50"W. 607.40 feet, thence S. 3°-52'-03"E. 432.88 feet, thence N. 86°-07'-57"E. 609.56 feet, thence S. 13°-28'-01"E. 13.49 feet, thence S. 34°-22'-43"W. 276.03 feet, thence S. 86°-07'-57"W. 390.34 feet, thence S. 3°-52'-03"E. 387.12 feet, thence S. 86°-07'-57"W. 1909.48 feet, thence N. 3°-55'-40"W. 233.68 feet, thence N. 3°-25'-45"W. 1229.60 feet to the point of beginning.

Plat includes Lots 1 through 212, inclusive, and Outlots A through D, inclusive.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments consisting of bars not less than one-half inch in diameter and 36 inches in length, encased in a concrete cylinder at least 4 inches in diameter and 36 inches in depth have been placed at points marked thus (O) as thereon shown at all angles in the boundaries of the land platted, at all the intersections of the lines of streets, and at the intersections of the lines of streets with the boundaries of the plat as shown on said plat.

Fitz J. Bridges
Fitz J. Bridges
Registered Land Surveyor
No. 5779

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the Township Board of the Township of Clinton at a meeting held December 14, 1955.

Edward J. Faulman
Edward J. Faulman, Clerk

CERTIFICATE OF APPROVAL BY COUNTY BOARD

The plat was approved on the 9th day of Feb, 1956, by the Macomb County Plat Board.

Aaron Burr, Register of Deeds Albert A. Wagner, County Clerk
Lynn Whalen, County Treasurer Frank E. Lohr, Drain Commissioner

THIS IS TO CERTIFY THAT ACCORDING TO THE COUNTY TREASURER'S RECORDS THERE ARE NO TAX LIENS ON THIS PROPERTY AND THAT TAXES ARE PAID FOR FIVE YEARS PREVIOUS TO DATE OF THIS INSTRUMENT.

INDEXED AS TO DATE 5th BELOW NO. 2257 DATE 2-9-56

NO ADDITIONAL LIENS NOT APPLY TO TAXES, IF ANY, NOW IN PROCESS OF COLLECTION BY TOWNSHIP, CITY OR CHANGE COLLECTING OFFICERS.

Lynn Whalen, MACOMB COUNTY TREASURER, PER M. Allen

ALL OF D 195 B 106 107
145B TO 145B 3 P. 146 3
PART OF D 298 B SEC 26
PART OF D 299 B SEC 26

REGISTER'S OFFICE
COUNTY OF MACOMB

Received for Record.....

Suburban

at 11 o'clock A. M., and recorded

in Vol. 35 of Plats, on

Page 147

Linda Magallon
Register of Deeds

See Governmental Records...
Liber 85 Page 15

"RIVERCREST SUBDIVISION"

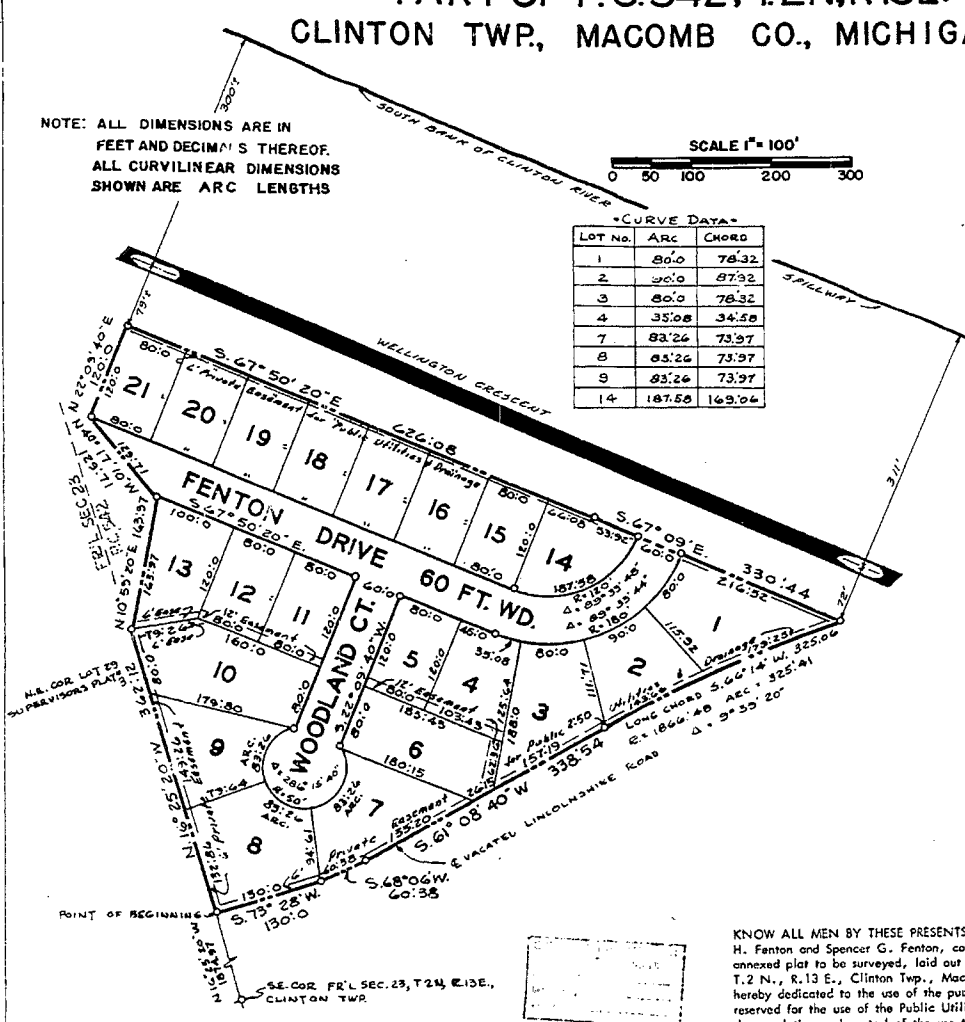
PART OF P.C. 542, T.2N, R.13E.
CLINTON TWP., MACOMB CO., MICHIGAN.

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. ALL CURVILINEAR DIMENSIONS SHOWN ARE ARC LENGTHS

SCALE 1" = 100'

LEHNER-BRIDGES INC.
REG. CIVIL ENG. & SURVEYORS
MT. CLEMENS, MICHIGAN.

CURVE DATA		
LOT NO.	ARC	CHORD
1	80.0	78.32
2	20.0	87.32
3	80.0	78.32
4	35.08	34.58
7	83.26	73.97
8	83.26	73.97
9	83.26	73.97
14	187.58	169.04



Notary Public
Macomb County, Michigan
Plat
Rivercrest Subdivision
Filed in Recorder's Office
March 19, 1957
Filed in Auditor General's Office
March 26, 1957
Filed in State of Michigan
March 19, 1957

Surveyor's Certificate
I hereby certify that this plat is a true and correct copy of the original as recorded in the Register of Deeds for Macomb County, Michigan, on March 19, 1957.
Filed in Auditor General's Office, March 26, 1957.
Filed in State of Michigan, March 19, 1957.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, Fenton & Fenton, a Michigan co-partnership by Howard H. Fenton and Spencer G. Fenton, co-partners, as proprietors, have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as "Rivercrest Subdivision", part of P.C. 542, T.2 N., R.13 E., Clinton Twp., Macomb Co., Michigan, and that the streets as shown on said plat are hereby dedicated to the use of the public, and that the private easements shown on said plat are hereby reserved for the use of the Public Utilities, or for the use of specific utilities as thereon noted, subject to the regulation and control of the use thereof by the local governmental authorities, and that no permanent structures are to be erected within the lines of said easements.

Signed in the Presence of:
James H. Fenton
Spencer G. Fenton

FENTON & FENTON
A MICHIGAN CO-PARTNERSHIP
Howard H. Fenton CO-PARTNER
Spencer G. Fenton CO-PARTNER

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Macomb) ss.

On this 19 day of March, A.D. 1957, before me a Notary Public in and for said county, appeared Howard H. Fenton and Spencer G. Fenton to me personally known, who being each by me duly sworn did say that they are the co-partners of the Fenton & Fenton, a Michigan co-partnership, and that said instrument was signed in behalf of said co-partnership, and the said Howard H. Fenton and Spencer G. Fenton acknowledged said instrument to be the free act and deed of said co-partnership.

My Commission expires: April 11, 1961
Notary Public, Macomb County, Michigan.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments consisting of bars not less than one-half inch in diameter and 36 inches in length, encased in a concrete cylinder at least 4 inches in diameter and 36 inches in depth have been placed at points marked thus (O) as thereon shown at all angles in the boundaries of the land platted, at all the intersections of the lines of street, and at the intersections of the lines of streets with the boundaries of the plat as shown on said plat.

John D. Lehner
Registered Land Surveyor
No. 5787



DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of "Rivercrest Subdivision", part of P.C. 542, T.2 N., R.13 E., Clinton Twp., Macomb Co., Michigan is described as follows: Commencing at a point 1874.97 feet N. 16°-25'-20"W. from the Southeast Corner of Fractional Section 23, T.2 N., R.13 E., and thence extending N. 16°-25'-20"W. 382.12 feet; thence N. 10°-59'-20"E. 163.97 feet; thence N. 40°-17'-10"W. 129.71 feet; thence N. 22°-09'-40"E. 120.00 feet; thence S. 67°-50'-20"E. 626.08 feet; thence S. 67°-09'E. 330.44 feet; thence 325.41 feet along the arc of a curve concave to the Southeast (R=1866.48 ft.) whose long chord bears S. 66°-14'W. 325.06 feet; thence S. 61°-08'-40"W. 338.54 feet; thence S. 68°-06'W. 60.38 feet; thence S. 73°-28'W. 130.00 feet to the point of beginning.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS
This plat has been examined and was approved on the 19 day of March, 1957 by the Macomb County Board of Road Commissioners.
Ray Cooper Chairman
Lawrence Oehmke Vice-Chairman
Ernest W. McCallum Member

CERTIFICATE OF MUNICIPAL APPROVAL
This plat was approved by the Township Board of the Township of Clinton at a meeting held NOVEMBER 14, 1957.
Edward J. Faulmann Clerk

CERTIFICATE OF APPROVAL BY COUNTY BOARD
This plat was approved on the 10th day of March, 1957 by the Macomb County Plat Board.
Aaron Burr Register of Deeds
Albert A. Wagner County Clerk
Frank E. Lohr Drain Commissioner

"RIVERCREST SUBDIVISION NO. 1" PART OF FRL. SEC. 23 & PART OF P.C. 542, T.2N., R.13E., CLINTON TWP., MACOMB CO., MICHIGAN.

Map No. 17, 1961
MICHIGAN
COUNTY OF MACOMB
REGISTERED
November 17, 1961

NOTE: All dimensions are in feet and decimals thereof.
All curvilinear dimensions are in arc lengths.
NOTE: All assessments shown on plat are private assessments for public utilities and drainage.

LENNER-ASSOCIATES, INC.,
REG. CIVIL ENG. & SURVEYORS
MT. CLEMENS, MICHIGAN
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton, and Spencer G. Fenton, have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as "Rivercrest Subdivision No. 1" Part of Frl. Sec. 23 & Part of P. C. 542, T.2N., R.13E., Clinton Twp., Macomb Co., Michigan, and that the private easements shown on said plat are hereby dedicated to the use of the public, and that the private easements shown on said plat are hereby reserved for the use of the Public Utilities, or for the use of specific utilities as hereon noted, subject to the regulation and control of the use thereof by the local governmental authorities, and that no permanent structures are to be erected within the lines of said easements.

FENTON & FENTON BUILDERS, INC.,
A Michigan Corporation
Helen Dalby Fenton - President
Spencer G. Fenton - Secretary
John Dalby Fenton - Treasurer
John J. Dunsmuir - Attorney
Michele Grillo - Co-Partner
Jerome Grillo - Co-Partner
Thomas S. Walker - County Clerk

ACKNOWLEDGMENTS
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.
On this 19th day of AUGUST, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

My Commission Expires: AUGUST 15, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared Helen Dalby Fenton and Spencer G. Fenton, to me personally known, who being each duly sworn, did say that they are the President and Secretary respectively of FENTON & FENTON BUILDERS, INC., a Michigan Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said Helen Dalby Fenton and Spencer G. Fenton acknowledged said instrument to be the free act and deed of said Corporation.

My Commission Expires: AUGUST 31, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

My Commission Expires: AUGUST 31, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

My Commission Expires: AUGUST 31, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

My Commission Expires: AUGUST 31, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

My Commission Expires: AUGUST 31, 1963
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

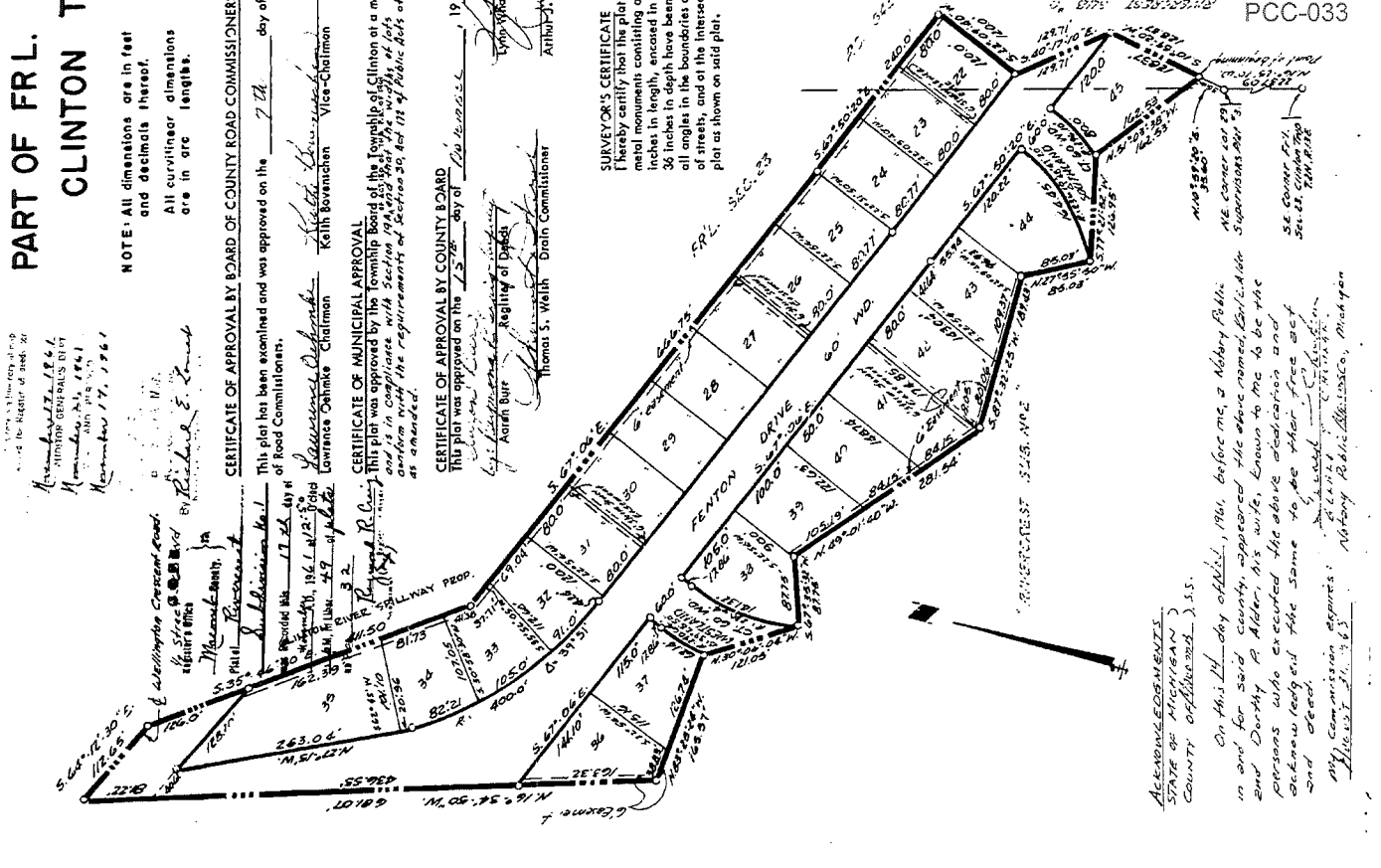
CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS
This plat has been examined and was approved on the 17th day of August 1961 by the Macomb County Board of Road Commissioners.
Keith Dunsmuir - Chairman
Lawrence Dunsmuir - Vice-Chairman
Ernest W. McCollum - Member

CERTIFICATE OF MUNICIPAL APPROVAL
This plat was approved by the Council of the Township of Clinton at a meeting held on the 12th day of August 1961, at Clinton, Michigan, in accordance with the requirements of Section 20, Act 117 of Public Acts of 1929, as amended.
Lynn Whalen - Mayor
Arthur J. Miller - County Clerk

CERTIFICATE OF APPROVAL BY COUNTY BOARD
This plat was approved on the 15th day of August 1961 by the Macomb County Plat Board.
Lynn Whalen - Mayor
Arthur J. Miller - County Clerk

ACKNOWLEDGMENTS
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

ACKNOWLEDGMENTS
STATE OF MICHIGAN)
COUNTY OF MACOMB) S.S.
On this 19th day of August, 1961, before me, a Notary Public, in and for said County, appeared the above named Eggar L. Knight, his wife, Louise Knight, Helen Dalby Fenton and Spencer G. Fenton, known to me to be the persons who executed the above dedication and acknowledged the same to be their free act and deed.

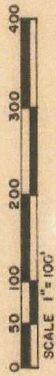


DESCRIPTION OF LAND PLATTED
The land embraced in the annexed plat of "Rivercrest Subdivision No. 1" Part of Frl. Sec. 23 & Part of P. C. 542, T.2N., R.13E., Clinton Twp., Macomb Co., Michigan, is described as follows: Commencing at a point 237.09 feet N. 16°-25'-20" W. and 35.60 feet N. 10°-35'-20" E. from the SW corner of said Fractional Section 23 and thence extending N. 51°-03'-38" W. 162.58 feet thence S. 68°-42'-16" W. 126.93 feet thence N. 27°-55'-50" W. 85.03 feet thence S. 87°-22'-45" W. 189.43 feet thence N. 49°-01'-40" W. 281.34 feet thence S. 87°-35'-33" W. 80.75 feet thence N. 20°-05'-04" W. 121.05 feet thence N. 83°-25'-24" W. 166.57 feet thence N. 16°-34'-40" W. 107.90 feet thence S. 64°-17'-30" E. 112.65 feet thence S. 35°-46'-38" E. 111.39 feet thence S. 67°-08' E. 648.75 feet thence S. 67°-50'-20" E. 240.0 feet thence S. 22°-49'-40" W. 20.0 feet thence S. 65°-17'-10" E. 139.71 feet thence S. 10°-39'-20" W. 128.37 feet to the point of beginning. This plat contains Lot 22 thru 45 inclusive.

RIVERCREST MANOR SUB'N. NO. 3

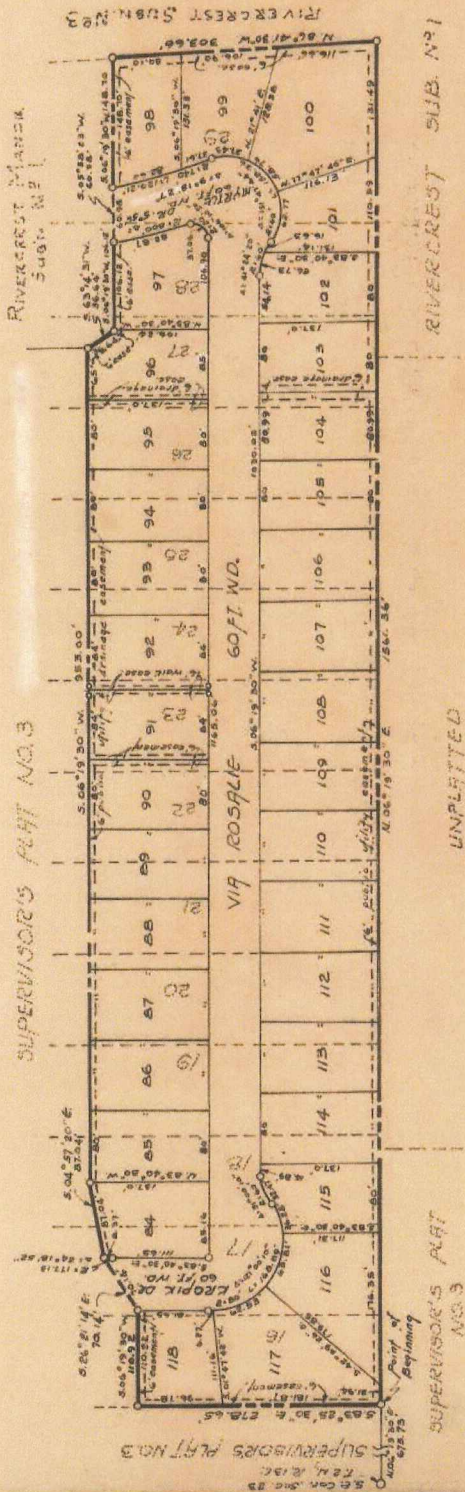
A REPLAT OF PART OF SUPERVISOR'S PLAT NO. 3 OF PART OF SEC. 23 AND P.C. 542, T.2N., R.13E., CLINTON TWP., MACOMB CO., MICH.

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL CURVILINEAR DIMENSIONS ARE GIVEN IN ARC LENGTHS. ALL EASEMENTS SHOWN ON PLAT ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE.



765613

MAVIS KOOPMAN & LANDWEHR
29400 VAN DYKE AVE.
WARREN, MICH.



DESCRIPTION OF LAND PLACED

The land embraced in the annexed plat of Rivercrest Manor Sub's No. 3 is a replat of part of Supervisor's Plat No. 3 of part of Sec. 23 and P.C. 542, T.2N., R.13E., CLINTON TWP., MACOMB CO., MICH. This replat is a replat of lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118. The land is described as beginning at a point located 675.73 ft. N 0 6 deg 19 min. 30 sec. E from the se corner of said Sec. 23, 220.138 ft. and proceeding thence N 06 deg. 19 min. 30 sec. E 1561.35 ft.; thence N 06 deg. 41 min. 30 sec. W 303.65 ft.; thence S 06 deg. 19 min. 30 sec. W 148.70 ft.; thence S 06 deg. 19 min. 30 sec. W 60.98 ft.; thence S 06 deg. 19 min. 30 sec. W 106.23 ft.; thence S 63 deg. 14 min. 11 sec. W 36.64 ft.; thence S 06 deg. 19 min. 30 sec. W 273.43 ft.; thence S 70.1 deg. 37 min. 20 sec. E 67.04 ft.; thence S 63 deg. 14 min. 11 sec. W 70.1 ft.; thence S 06 deg. 19 min. 30 sec. W 130.28 ft.; thence S 63 deg. 23 min. 30 sec. E 278.67 ft. to the point of beginning. This plat contains lots numbered 17 thru 118 inclusive.

UNPLATTED

REGISTRY'S OFFICE
COUNTY OF MACOMB
Received for Record
November 10, 1965
at 9:35 a.m. A. M. and recorded
in Vol. 56 of PLATS, on
Page 3, 1 and 2.
Raymond R. King
Registrar

EXAMINED AND APPROVED
Date NOV - 8 1965
Alison Green
ALISON GREEN
ACTING AUDITOR GENERAL
Michigan Department of Treasury

Prepared and drafted by
George Koopman
Registered Professional Engineer

SURVEYOR'S CERTIFICATE

I hereby certify that the plat herein delineated is a correct one and that permanent metal monuments consisting of bars not less than one-half inch in diameter and 30 inches in length, or shorter bars of not less than one-half inch in diameter tapped over each other at their ends, were placed at the corners of the lots and at the intersections of the boundaries of the lots and at the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

George Koopman
Registered Professional Engineer

Checked 10-25-65
R. King

RIVERCREST MANOR SUB'N. NO. 3

A REPLAT OF PART OF SUPERVISOR'S PLAT NO. 3 OF PART OF SEC. 23 AND P.C. 542, T. 2N., R. 13E., CLINTON TWP., MACOMB CO., MICH.

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL CURVILINEAR DIMENSIONS ARE GIVEN IN ARC LENGTHS. ALL EASEMENTS SHOWN ON THIS MAP ARE PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE.

765613

MAVIS KOOPMAN & LANDWEHR
25400 VAN DYKE AVE.
WARREN, MICH.

ACKNOWLEDGEMENT

STATE OF MICHIGAN } ss
County of Macomb }

On this 7 day of JUNE 1965 before me, a Notary Public in and for said County, personally came the above named Blanche L. Miller and Roland H. Doehow and Cleo H. Doehow, his wife known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

My Commission expires Nov. 16, 1965 Notary Public Macomb County
John J. Ruggiero
John J. Ruggiero

ACKNOWLEDGEMENT

STATE OF MICHIGAN } ss
County of Macomb }

On this 7 day of JUNE 1965 before me, a Notary Public in and for said County, personally came the above named Bruno Tassoni and Annette Tassoni, his wife known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

My commission expires Nov. 16, 1965 Notary Public Macomb County
John J. Ruggiero
John J. Ruggiero

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we Roland H. Doehow and Cleo H. Doehow, his wife, and Bruno Tassoni and Annette Tassoni, his wife and Blanche L. Miller, survivor of her self and her deceased husband Roman L. Miller, A.K.A. Roman Leonard Miller whose death certificate is recorded in Liber 1502 on page 324, Macomb County records as proprietor of said A.G.M. Construction Company, a Michigan Corporation by Michela and Gail M.G.M. Construction Company, vice president and president, have caused the plat and easements shown on the attached plat to be part and platted to be known as Rivercrest Manor Sub'n No. 3 of part of Supervisor's Plat No. 3 of part of Sec. 23 and P.C. 542 T. 2 N. R. 13 E., Clinton Twp., Macomb Co., Mich. and that the streets shown on said plat are hereby dedicated to the use of the public and that the private easements indicated on said plat are reserved for the use of the public utilities or for the specific use as noted thereon and that no permanent structures are to be erected within the lines of said easements.

SIGNED IN THE PRESENCE OF:

- John J. Ruggiero* Notary Public
Roland H. Doehow
29623 Denton, Mt. Clemens, Michigan
Cleo H. Doehow
23623 Denton, Mt. Clemens, Michigan
Bruno Tassoni
Bruno Tassoni
13014 Champaign, Warren, Michigan
Annette Tassoni
Annette Tassoni
13014 Champaign, Warren, Michigan
Blanche L. Miller
Blanche L. Miller
38481 Riverside Dr., Mt. Clemens, Michigan
A.G.M. Construction Company
A.G.M. Construction Company
19800 Maxine Avenue
St. Clair Shores, Michigan
Michela Grillo
Michela Grillo, President
Gail M.G.M. Construction Company
Gail M.G.M. Construction Company
19800 Maxine Avenue
St. Clair Shores, Michigan

APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS
This Plat has been examined and was approved on the 8th day of Sept. 1965 by the Macomb County Board of Road Commissioners.
James S. Walker Chairman
John J. Ruggiero Notary Public
By James S. Walker Chairman
John J. Ruggiero Notary Public

APPROVAL BY COUNTY PLAT BOARD
This Plat was approved on the 6th day of October 1965 by the Macomb County Plat Board.
John J. Ruggiero Notary Public
John J. Ruggiero Notary Public
By John J. Ruggiero Notary Public
John J. Ruggiero Notary Public

APPROVAL BY COUNTY PLAT BOARD
This Plat was approved on the 6th day of October 1965 by the Macomb County Plat Board.
John J. Ruggiero Notary Public
John J. Ruggiero Notary Public
By John J. Ruggiero Notary Public
John J. Ruggiero Notary Public

REGISTERS OFFICE
COUNTY OF MACOMB
Received for Record
November 10, 1965
at 9:35 o'clock A.M. and recorded
to Vol. 56 of PLATS, on
Page 1 of 2.
Raymond A. Bishop
Register, Register of Deeds

L56-P2

B478909

RECORDED BY: 2: JSP

MASTER DEED LIBER 0490176331

JUN 26 1990

Edna Hill

STONEGATE CONDOMINIUMS OF CLINTON
(Act 59, Public Acts of 1978 as Amended)

CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

THIS MASTER DEED is made and executed this 12 day of June, 1990, by STONEGATE CONDOMINIUMS, INC, a Michigan Corporation whose address is 20 South Gratiot, Mt. Clemens, Michigan 48043, hereinafter referred to as "Developer" represented herein by Robert G. Knopf, its President, who is fully empowered and qualified to act on behalf of the Corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978 as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium By-laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in ARTICLE II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish STONEGATE CONDOMINIUMS OF CLINTON as a Condominium Project under the Act and does declare that STONEGATE CONDOMINIUMS OF CLINTON (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, representatives, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as STONEGATE COMMONS CONDOMINIUMS, Macomb County Condominium Subdivision Plan No. 355. The architectural plans for the Project were approved by the Township of Clinton. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that taxes are paid for five years previous to date of this instrument except 19... No. 1233

JUN 26 1990

Date

ADAM E. HOWARTH, JR., Macomb County Treasurer, Per *[Signature]*
This certifying Area and Inclusion cannot have been being collected.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

81

2

LIBER 04901PG332

co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A parcel of land comprising part of Lots 9, 10, 11, 12, and 13 of Supervisor's Plat No. 3, of part of Sec. 23 & P.C. 542, T. 2 N, R. 13 E., Clinton Twp., Macomb Co., Michigan, (recorded in Liber 14, Plats, Pages 32 and 33, Macomb County Records), also being part of Private Claim 542, Clinton Township, Macomb County, Michigan described as follows:

Commencing at the intersection of the West line of Harper Avenue (120.00' wide) and the North line of Denton Street (60.00' wide) and proceeding thence along the North line of Denton Street N. 83° 33' 30" W., 696.39' to the point of beginning of the parcel herein described; thence continuing along said line N. 83° 33' 30" W., 397.54' to the Southwest corner of said Lot 13; thence along the West line of Lot 13; N. 06° 12' 15" E., 54'; thence S. 83° 47' 45" E., 109.40'; thence N. 50° 51' 30" E., 61.45'; thence S. 84° 08' 30" E., 85.00'; thence S. 05° 51' 30" W., 146.00'; thence along a curve to the left, radius 65.00'; central angle 45° 00' 00'; (the chors of said curve bears S. 16° 38' 30" E., 49.75'), a distance of 51.05'; thence S. 39° 08' 30" E., 195.52'; thence S. 05° 51' 30" W., 111.15' to the point of beginning containing 2.9600 acres.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate By-laws and Rules and Regulations of the STONEGATE CONDOMINIUMS OF CLINTON Association, a Michigan Non-Profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in STONEGATE CONDOMINIUMS OF CLINTON, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan Law of which all co-owners shall be members which Corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 333

members by the Condominium documents or the laws of the State of Michigan.

C. "Association By-laws" means the Corporate By-laws of STONEGATE CONDOMINIUMS OF CLINTON Association, the Michigan Non-Profit Corporation organized to manage, maintain and administer the Condominium.

D. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in ARTICLE IV hereof.

E. "Condominium By-laws" means Exhibit "A" hereto, being the By-laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-laws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to STONEGATE CONDOMINIUMS OF CLINTON, as described above.

H. "Condominium Project", "Condominium" or "Project" means STONEGATE CONDOMINIUMS OF CLINTON as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee if the land contract so provides, other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".

K. "Developer" shall mean STONEGATE CONDOMINIUMS, INC, a Michigan Corporation, which has made and executed this Master Deed and its successors and assigns.

L. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provision in the Condominium documents and the Act.

M. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units.

N. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

O. "Unit" or "Condominium" each mean the enclosed

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HCTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG334

space constituting a single complete residential Unit in STONEGATE CONDOMINIUMS OF CLINTON as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

P. "Consolidating Master Deed" means the final amended Master Deed which shall describe STONEGATE CONDOMINIUMS OF CLINTON as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under ARTICLE VI hereof and all units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating master Deed, when recorded in the Macomb County Register of Deed's Office, shall supercede the previously recorded Master Deed and all amendments thereto for STONEGATE CONDOMINIUMS OF CLINTON.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land and beneficial easements described in ARTICLE II hereof, including driveways, roads, sidewalks, and parking spaces not identified as Limited Common Elements, if any; provided, however, that the Association or Developer may in its discretion assign General Common Element parking spaces to individual co-owners on an equitable basis, by amendment of the Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited Common Element.

2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.

3. The gas line network throughout the Project, including that contained within Unit walls, up to point of connection with gas fixtures within any Unit.

4. The telephone wiring network throughout the Project up to the point of entry to each Unit.

5. The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 049010335

6. The water and waste disposal system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

7. The storm drainage system throughout the Project.

8. The foundations, supporting columns, crawl spaces, Unit perimeter walls (but not including windows and doors therein) roofs, ceilings, floor construction and chimneys.

9. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.

B. The Limited Common Elements are:

1. The porches or courtyards, patios, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit. The attic storage is limited to the exclusive use of the Unit through which access is obtained.

2. Windows, doors, ceilings, floors and the interior surfaces of Unit perimeter walls contained within a Unit shall be subject to the exclusive use and enjoyment of the co-owner of such Unit.

3. The fireplace, if any, is restricted in use to the co-owner of the Unit which such fireplace services.

4. The furnace and hot water heater, is restricted in use to the co-owner of the Unit which such furnace and hot water heater services.

C. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

1. The costs of decoration and maintenance of all surfaces referred to in ARTICLE IV, B-2 above shall be borne by the co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of repair or replacement of these surfaces, except in cases of co-owner fault, in which case that co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including redecorating.

2. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48878
(313) 979-7400
FAX 979-7265

LIBER 04901PG336

3. No co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his Unit or the Common Elements.

4. The costs of maintenance and repair (but not replacement except in the case of co-owner fault) of each furnace and hot water heater described in ARTICLE IV B-4 above shall be borne by the co-owner of the Unit to which such Limited Common Element is appurtenant.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the STONEGATE CONDOMINIUMS OF CLINTON as prepared by Warner, Cantrell & Padmos, Inc., Civil Engineers and Land Surveyors, located at 20788 Orchard Lake Road, Farmington Hills, Michigan 48024, and attached hereto as Exhibit "B". Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans on Exhibit "B" have been or will be physically measured by Warner, Cantrell & Padmos, Inc., building elevations are shown in detail in architectural plans and specifications on file with the Township of Clinton.

B. The percentage of value assigned to each Unit is set forth in sub-paragraph C below. The percentages of value were computed on the basis of the number of units and their individual purchase price with the resulting percentages reasonably adjusted to total precisely one hundred (100%) per cent. The percentage of value assigned to each Unit shall be determinative of such co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meeting of the Association of co-owners. The total value of the Project is one hundred (100%) percent. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly recorded, except as provided in ARTICLE VI.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PC337

UNIT NO.	PERCENTAGE OF VALUE ASSIGNED	UNIT NO.	PERCENTAGE OF VALUE ASSIGNED
1	4.93126%	13	4.93126%
2	4.33455%	14	4.33455%
3	4.25184%	15	4.25184%
4	3.14900%	16	3.14900%
5	4.93126%	17	4.93126%
6	4.33455%	18	4.33455%
7	4.25184%	19	4.25184%
8	3.14900%	20	3.14900%
9	4.93126%	21	4.93126%
10	4.33455%	22	4.33455%
11	4.25184%	23	4.25184%
12	3.14900%	24	3.14910%

The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of the Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative square footage of the various Units related to the total square footage of all the units.

ARTICLE VI

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of STONEGATE CONDOMINIUMS OF CLINTON and consisting of Twenty-Four (24) Units in Six (6) Buildings is intended to be the first phase of an expandable project to contain in its entirety approximately one hundred forty (140) residential Units. Additional units, if any, will be constructed upon all or some portion of the following described land:

A parcel of land comprising lots 6 through 13 of Supervisor's Plat No. 3, of part of Section 23, and P.C. 542, T. 2 N., R. 13 E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, (recorded in Liber 14, Plats, Page 33, Macomb County Records) and also being part of P.C. 542, Clinton Township, Macomb County, Michigan described as follows:

Commencing at the Intersection of the West line of Harper Avenue (120.00' wide) and North line of Denton Street (60.0' wide) and proceeding thence along the North line of Denton Street N. 83° 33' 30" W., 372.70' to the point of beginning of the parcel herein described; thence continuing along said line N. 83° 33' 30" W., 721.23' to the Southwest corner of said Lot 13; thence along the West line of Lot 13 and its extension Northerly N. 06° 12' 15" E., 852.69' to the South line of Liverpool Subdivision (recorded in Liber 11, Plats, Pages 40, 41 & 42, Macomb County Records); thence along said line N. 83° 51' 59" E., 716.06'; thence S. 05° 51' 30" W., 856.57' to the point of beginning, containing 14.0995 acres, (last described course being in part along the East line of Lot 6 of said supervisor's Plat No. 3).

EXCEPT: that portion as described in ARTICLE II for Phase I.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG338

a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the future development and the construction of residential Units thereon. Such expansion of the project shall be by a series of successive amendments to the Master Deed, each adding additional land to the condominium project as then constituted, all or some of which shall then be merged into an expanded condominium project by the ultimate recordation of a Consolidating Master Deed. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth shall be proportionately adjusted or readjusted in order to preserve a total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the adjustments or readjustments in percentages of value shall be within the sole judgment of Developer. Such adjustments or readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various units; provided, however, that under this Article in no such amendment or amendments shall the percentages of value assigned to each Unit in ARTICLE V hereof be increased. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional phase being added to the Project for any purpose reasonably necessary to achieve the purposes of this Article. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer, or its successors, their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supercede the previously recorded Master Deed and all amendments thereto. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer, its successors or assigns may in their discretion, establish all or a portion of said future development as a rental development, a separate Condominium Project or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this ARTICLE VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements in any specific location.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG339

ARTICLE VII

EASEMENTS

A. Easement for Maintenance of Encroachments.

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

B. Easements Retained by the Developer.

1. Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in ARTICLE VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in ARTICLE VI whose closest means of access to a public road is over such road or roads. The co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses times a fraction, the numerator of which is the number of such Units plus all other dwelling Units in the adjoining land described in ARTICLE VI whose closest means of access to a public road is over such road.

2. Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in ARTICLE VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 049010340

may be necessary for the benefit of the Condominium or for the benefit of any other land described in ARTICLE VI hereof; subject, however, to the approval of the Developer so long as the Sales Period has not expired.

4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they, or any of them are required or permitted to perform under the Condominium documents.

ARTICLE VIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of not less than sixty-six and two-thirds (66-2/3%) per cent of the co-owners and of the Unit mortgagees (allowing one (1) vote for each mortgage held) except as hereinafter set forth:

A. No Unit dimensions and appurtenant Limited Common Elements may be modified without the consent of the co-owner of such Unit nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, any provision relating to the ability or terms under which a co-owner may rent a Unit, the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the co-owner of any Unit to which the same are appurtenant.

B. During the Sales Period, the Developer may, without the consent of any co-owner or any other person, amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Governmental National Mortgage Association and/or any other agency of the Federal Government or the State of Michigan.

C. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in ARTICLE V, Section 6(c) of the Condominium By-laws and except as provided in ARTICLE VI hereof.

D. ARTICLE VII and this ARTICLE VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
35393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG341

to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project, or possibility of construction of residential Units on the land described in ARTICLE VI.

E. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) per cent of all co-owners and all mortgages (allocating one vote for each mortgage held).

F. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-laws attached hereto, to extend the date of the First Annual Meeting of Members.

ARTICLE VIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the power to approve or disapprove any act, use of proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Macomb County Register of Deeds.

WITNESSED BY:

STONEGATE CONDOMINIUMS, INC.,
a Michigan Corporation

Helene S. Wagner
Helene S. Wagner

Robert G. Knopf
ROBERT G. KNOPF
Its: President

Jeanne L. Lindval
Jeanne L. Lindval

STATE OF MICHIGAN)
)
COUNTY OF MACOMB)

ss:

On this 12th day of June, 1990, the foregoing Master Deed was acknowledged before me by ROBERT G. KNOPF, the President of STONEGATE CONDOMINIUMS, INC., a Michigan Corporation, to be the free act and deed of the said Corporation.

Helene S. Wagner
HELENE S. WAGNER, Notary Public,
Macomb County, Michigan
My Commission Expires: 1/14/92

DRAFTED BY AND WHEN RECORDED RETURN TO:
GERALD J. CARNAGO
39393 Van Dyke, Suite No. 207
Sterling Heights, Michigan 48078

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGHTS, MI 48078
(313) 979-7400
FAX 979-7265

EXHIBIT A

LIBER 049010342

CONDOMINIUM BY-LAWS
STONEGATE CONDOMINIUMS OF CLINTON

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. STONEGATE CONDOMINIUMS OF CLINTON, a residential Condominium project located in the Township of Clinton, Macomb County, Michigan, shall be administered by an organization of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number

(d) No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7. of this Article. The vote of each co-owner may only be cast by the representative designated by such co-owner in the notice required in sub-paragraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.

(e) Each co-owner shall file a written notice with the Association designating the individual

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901/PC343

representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7. of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of thirty five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. 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.

(h) Votes may be cast in person or by proxy 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. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting or the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts and

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
35393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 344

all other Association records shall be open for inspected by the co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each co-owner at least annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed by an independent accountant annually. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association By-Laws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG345

of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(8) To make rules and regulations in accordance with Article VI, Section 11 of these By-Laws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or the State of Michigan.

(11) To enforce the provisions of the Condominium Documents.

(a) The Board of Directors shall employ for the Association a management agent (which may include the 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, including, but not limited to, the duties listed in Section 4. (a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents 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 management agent, or any other contract providing for services by the Developer, sponsor or builder, 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 and no such contract shall violate the provisions of Section 55 of the Act.

(b) All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized

LIBER 049010346

by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 6. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful or wanton misconduct or gross negligence in the performance of his duties; provided that, any claim for reimbursement or 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 corporation. 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 co-owners thereof.

Section 7. The First Annual Meeting of the Members shall be convened within one hundred twenty (120) days of the date upon which the first unit of the Condominium shall be sold to a nondeveloper co-owner. Thereafter meetings shall be held in accordance with the Association By-Laws or as may be required to comply with the Act.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 3-17

within the meaning of Section 54(4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4. below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6. hereof; (3) assessments to purchase a Unit for use as a resident manager's Unit; or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this sub-paragraph (b) (but not including those assessments referred to in sub-paragraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG3-18

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the relationship of the size in square feet of the Unit to the total square footage of all the units in the entire project. Annual assessments as determined in accordance with Article II, Section 3 (a) above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such co-owner is the owner thereof.

Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessment and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments); (4) the legal description

CARMAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 349

of the subject Unit(s); and (5) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. 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 to protect its lien, shall be chargeable to the co-owner in default by any co-owner. In the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged unit).

Section 8. In no event shall the Developer be responsible for payment of any monthly Association assessment for any Units owned by it, except those Units which are occupied at the time any such assessment may be due. The Developer shall pay a proportionate share of the Association's current maintenance expenses actually incurred, based upon the ratio of completed Units owned by Developer at the time the expense is incurred, to the total number of completed Units in the Condominium. Said proportionate share shall be due from Developer to the Association thirty (30) days subsequent to receipt of notice for payment of same. An "Occupied Unit" shall mean a Unit which is used as a residence. A "Completed Unit" shall mean a Unit with respect to which a Certificate of Occupancy has been issued by the local public authority.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

Section 11. Pursuant to the provisions of the Act, the

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HCTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 0490170350

purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners, the Developer or the Association, shall be subject to arbitration in accordance with the provisions of Section 144 of the Act.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGHTS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG351

claims against any co-owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his Unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HEIGHTS, MI 48078
(313) 979-7460
FAX 979-7265

LIBER 049010352

disability of the co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no Unit is tenantable, and if each holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated unless seventy five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote of in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4. hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction, and maintenance of the interior of his Unit, including, but not limited to floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, range, refrigerator, washer, dryer, dishwasher, disposal, furnace, hot water heater, air conditioner and plumbing fixtures. In the event damage to interior walls within a co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7480
FAX 979-7265

LIBER 049016353

Section 5. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and any mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the co-owner and any mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the co-owners and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any

CARNAGO & ASSOCIATES,
P.C.

ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207

STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 354

condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand (\$1,000.00) Dollars.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. No Unit in the Condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy a Unit with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the Common Elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption.

Section 2. A co-owner may lease his Unit for the same purposes set forth in Section 1 of this ARTICLE VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this ARTICLE VI. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, no co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Document. The Developer may lease any number of Units in the Condominium in its discretion.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aeriels, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGHTS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG355

Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominiums without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals, except one dog or one cat, none of which shall exceed thirty (30) pounds in weight, shall be maintained by a co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept, and any co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in ARTICLE II of these By-laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods or time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a co-owner either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HTGS., MI 48078
(313) 979-7400
FAX 979-7285

LIBER 049016356

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless inside garages. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as herein provided) unless while making deliveries or pickups in the normal course of business. This shall not be meant to exclude vans and pickup trucks used as passenger vehicles. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises.

Section 9. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these By-laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) per cent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each co-owner to provide the Association means of access of his Unit and any Limited Common Elements appurtenant thereto during any period of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13.

(a) A co-owner, including the Developer desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901M357

Lessee and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.

(b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the co-owner by certified mail advising of the alleged violation by tenant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, co-owner or non-co-owner occupant and tenant, for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the Condominium Unit.

(d) When a co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Certain areas in the Condominium may be left, in the discretion of the Developer, in a natural state because of terrain characteristics and in order to enhance the natural beauty of the Project. The Association, whether controlled by the Developer or at any time after the Developer relinquishes control thereof, shall not be required to landscape such areas nor to alter the natural characteristics thereof.

Section 15. Each co-owner shall maintain his Unit and

LIBER 049018358

any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in ARTICLE II hereof.

Section 16. No unsightly condition shall be maintained upon any patio, porch or balcony and only furniture and equipment consistent with ordinary patio, porch or balcony use shall be permitted to remain there during seasons when patios, porches and balconies are reasonably in use and no furniture or equipment of any kind shall be stored on patios, porches and balconies during seasons when patios, porches and balconies are not reasonably in use.

Section 17. None of the restrictions contained in this ARTICLE VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-laws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all units in the entire Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the co-owner of such Unit that is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PG 359

coverage.

Section 3. Upon request submitted to the Association any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these By-laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

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

Section 3. Except as expressly limited in Section 5 of this ARTICLE VIII, these By-laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) per cent of all co-owners in number and in value.

Section 4. Any amendment to these By-laws (but not the Association By-laws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium, no amendment to these By-laws shall become effective which involves any change, direct or indirect, in ARTICLE I, Sections 3 and 4 (b), ARTICLE II, Sections 3 (a), 4, and 7, ARTICLE IV, Section 1 (d), ARTICLE V, Sections 1, 4, 6, 7 and 8, ARTICLE VII, Section 1, ARTICLE VIII, Sections 3 and 4 or ARTICLE XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. A copy of each amendment to the By-laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-laws that is adopted in accordance with this ARTICLE shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE IX

COMPLIANCE

The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HGTS., MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901 PC360

ARTICLE X

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (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 co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorney's fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any co-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 co-owners in the same manner as prescribed in ARTICLE II, Section 4 of the Association By-laws. Thereafter, fines may be assessed only upon notice to the offending co-owners as prescribed in said ARTICLE II, Section 4 and an opportunity for such co-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. All fines duly assessed may be collected in the same manner as provided in ARTICLE II of these By-laws. No fine shall be levied for the first violation. No fine shall exceed TWENTY FIVE (\$25.00) DOLLARS for the second violation, FIFTY (\$50.00) DOLLARS for the third

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HILLS, MI 48078
(313) 979-7400
FAX 979-7265

LIBER 04901PG361

violation or ONE HUNDRED (\$100.00) DOLLARS for any subsequent violation.

Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents 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.

ARTICLE XII

SEVERABILITY

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

CARNAGO & ASSOCIATES,
P.C.
ATTORNEY AT LAW
39393 VAN DYKE
SUITE 207
STERLING HIGTS., MI 48078
(313) 979-7400
FAX 979-7265

UNIT 04901N362

EXHIBIT B

**MACOMB COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 365
 EXHIBIT B TO THE MASTER DEED OF
 STONEGATE CONDOMINIUMS OF CLINTON
 CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN.**

SURVEYOR :
 WARNER, CANTRELL & PADROS, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 2708 ORCHARD LAKE RD.
 FARMINGTON HILLS, MICHIGAN, 48334

DEVELOPER :
 STONEGATE
 CONDOMINIUMS INC.
 880 HUNTINGDALE
 GROSSE POINTE WOODS, MICHIGAN, 48238

LEGAL DESCRIPTION :

A PARCEL OF LAND COMPRISING PART OF LOTS 9, 10, 11, 12 AND 13 OF SUPERVISOR'S PLAT NO. 3, OF PART OF SEC. 23 & P.C. 542, T. 2 N., R. 13 E., CLINTON TWP., MACOMB CO., MICHIGAN, (RECORDED IN LIDER 14, PLATS, PAGES 32 AND 33, MACOMB COUNTY RECORDS), ALSO BEING PART OF PRIVATE CLAIM 542, CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF HARPER AVENUE (120.00' WIDE) AND THE NORTH LINE OF DENTON STREET (60.00' WIDE) AND PROCEEDING THENCE ALONG THE NORTH LINE OF DENTON STREET N. 89°33'30" W., 696.39' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID LINE N. 89°33'30" W., 387.54' TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF LOT 13; N. 08°12'13" E., 394.54'; THENCE S. 83°47'45" E., 109.40'; THENCE N. 50°51'30" E., 61.45'; THENCE S. 84°08'30" E., 85.00'; THENCE S. 05°51'30" W., 146.00'; THENCE ALONG A CURVE TO THE LEFT, RADIUS 65.00', CENTRAL ANGLE 45°00'00" (THE CHORD OF SAID CURVE BEARS S. 16°38'30" E., 49.75'), A DISTANCE OF 51.05'; THENCE S. 39°08'30" E., 195.52'; THENCE S. 05°51'30" W., 111.15' TO THE POINT OF BEGINNING CONTAINING 2.9600 ACRES.

ATTENTION : COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER
 MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE
 WHEN A NUMBER HAS BEEN ASSIGNED TO THIS
 PROJECT, IT MUST BE PROPERLY SHOWN ON
 THIS SHEET AND THE SURVEYOR'S CERTIFICATE
 ON SHEET 2.

SHEET INDEX :

SHEET NO.	TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN & EASEMENT PLAN
5	TYPICAL BASEMENT PLAN
6	TYPICAL FIRST FLOOR PLAN
7	TYPICAL SECOND FLOOR PLAN
8	BUILDING SECTION

NOTE :

ALL IMPROVEMENTS SHOWN ON THE PLAN
 EITHER HAVE BEEN CONSTRUCTED OR MUST
 BE BUILT.

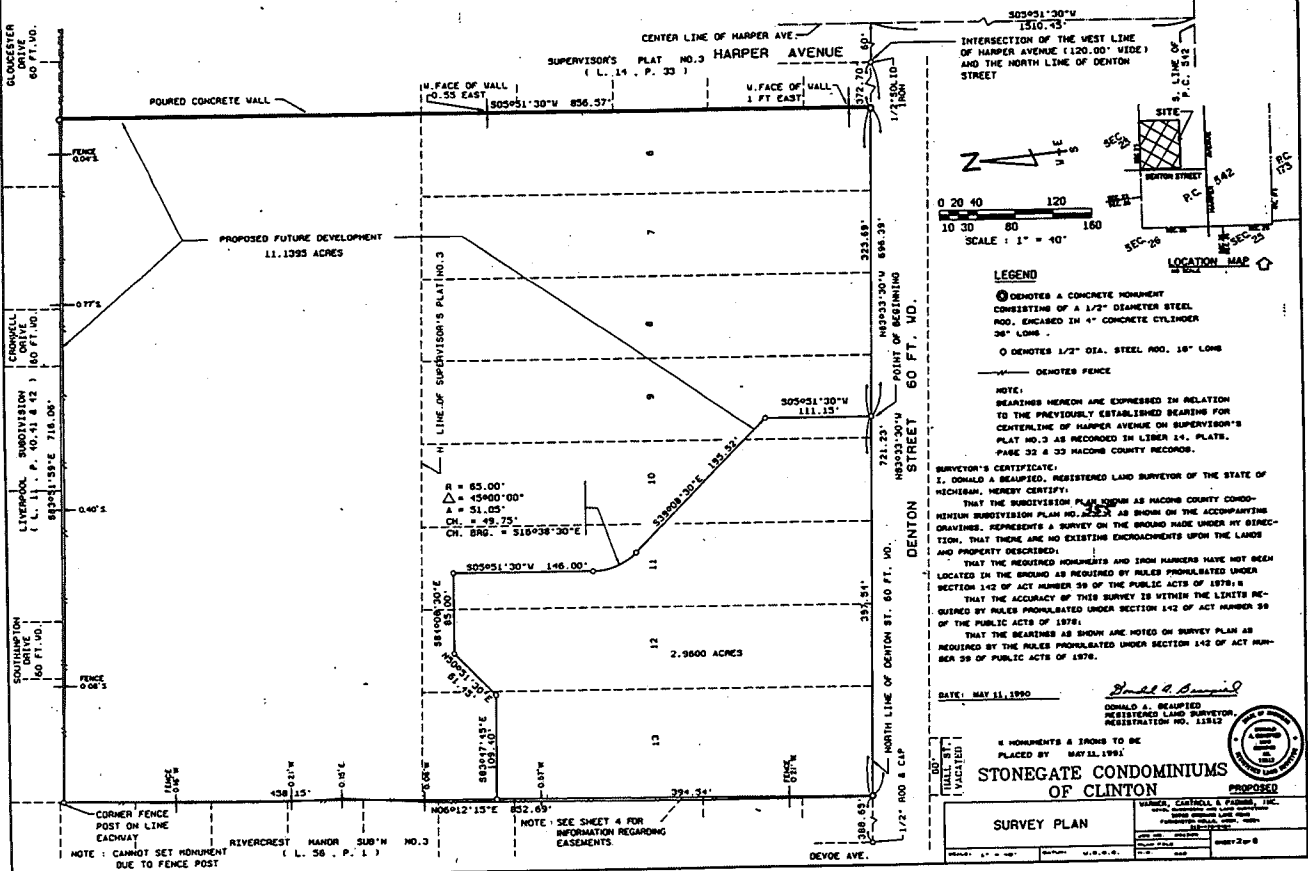
Donald A. Beaupied
 DONALD A. BEAUPIED
 REGISTERED LAND SURVEYOR NO. 11312
 DATE : MAY 11, 1990



**STONEGATE CONDOMINIUMS
 OF CLINTON**

COVER SHEET	PROPOSED
	<small> WARNER, CANTRELL & PADROS, INC. CIVIL ENGINEERS AND LAND SURVEYORS 2708 ORCHARD LAKE RD. FARMINGTON HILLS, MICHIGAN, 48334 SHEET 1 OF 8 </small>

URR 049010363



CENTER LINE OF HARPER AVE.
SUPERVISOR'S PLAT NO. 3 HARPER AVENUE
(L. 14, P. 33)

INTERSECTION OF THE WEST LINE OF HARPER AVENUE (120.00' WIDE) AND THE NORTH LINE OF DENTON STREET

0 20 40
10 30 60 120 160
SCALE: 1" = 10'

LEGEND

- DENOTES A CONCRETE MONUMENT CONSISTING OF A 1/2" DIAMETER STEEL ROD, ENCASED IN 4" CONCRETE CYLINDER 36" LONG.
- DENOTES 1/2" DIA. STEEL ROD, 18" LONG.
- DENOTES FENCE

NOTE:
BEARINGS HEREON ARE EXPRESSED IN RELATION TO THE PREVIOUSLY ESTABLISHED BEARING FOR CENTERLINE OF HARPER AVENUE ON SUPERVISOR'S PLAT NO. 3 AS RECORDED IN LITER 14, PLATS, PAGE 32 & 33 HADCOCK COUNTY RECORDS.

SURVEYOR'S CERTIFICATE:
I, DONALD A. BEAUPRE, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN SHOWN AS HADCOCK COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2233 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED;
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978;
THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.

DATE: MAY 11, 1991

Donald A. Beaupre
DONALD A. BEAUPRE
REGISTERED LAND SURVEYOR
REGISTRATION NO. 11812

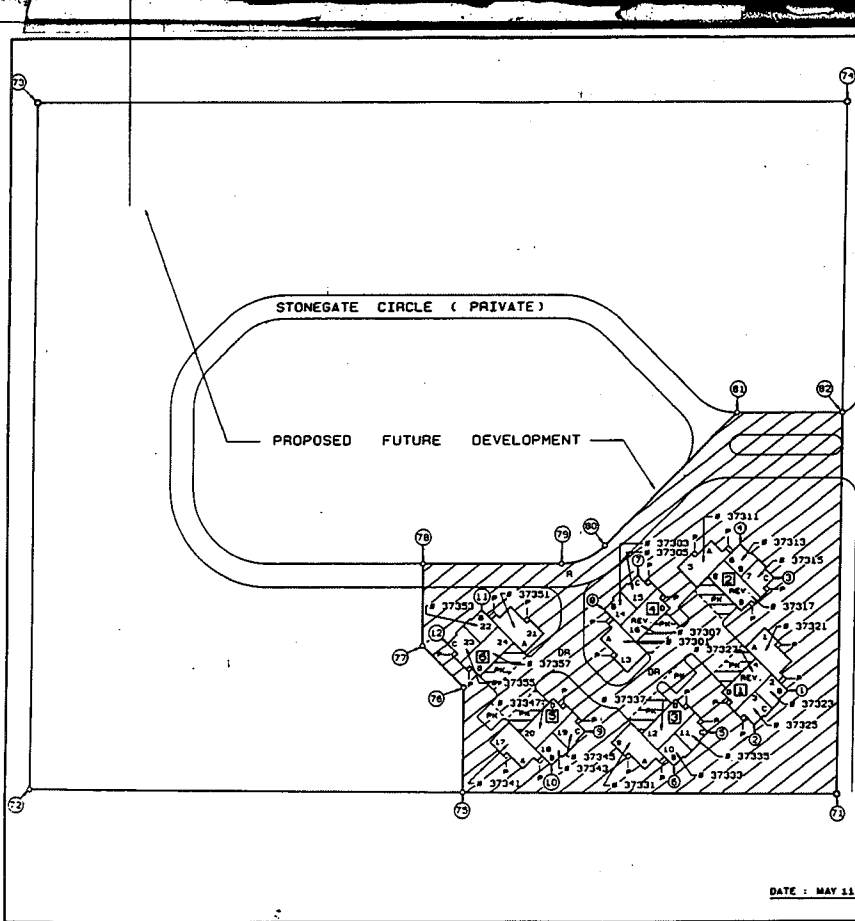
MONUMENTS & IRONS TO BE PLACED BY MAY 11, 1991

STONEGATE CONDOMINIUMS OF CLINTON

SURVEY PLAN

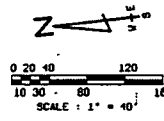
PROPOSED

LIBR 0490118364



SCHEDULES OF COORDINATES

#	NORTH	EAST
1	5170.31	3965.99
2	5209.08	3934.43
3	5173.80	4084.94
4	5203.38	4123.12
5	5258.53	3931.80
6	5297.31	3900.74
7	5315.71	4101.87
8	5354.49	4070.21
9	5388.69	3945.98
10	5425.47	3814.42
11	5483.47	4052.08
12	5522.23	4031.81
13	5125.46	3853.33
14	5177.16	3945.51
15	5200.63	4837.47
16	5248.53	4370.03
17	5251.63	3895.99
18	5308.87	4034.72
19	5348.66	4032.41
20	5348.99	4138.97
21	5384.74	4122.07
22	5347.08	4138.31
23	5125.44	4233.73
24	5084.87	4248.39



LEGEND

- GENERAL COMMON ELEMENT.
- LIMITED COMMON ELEMENT

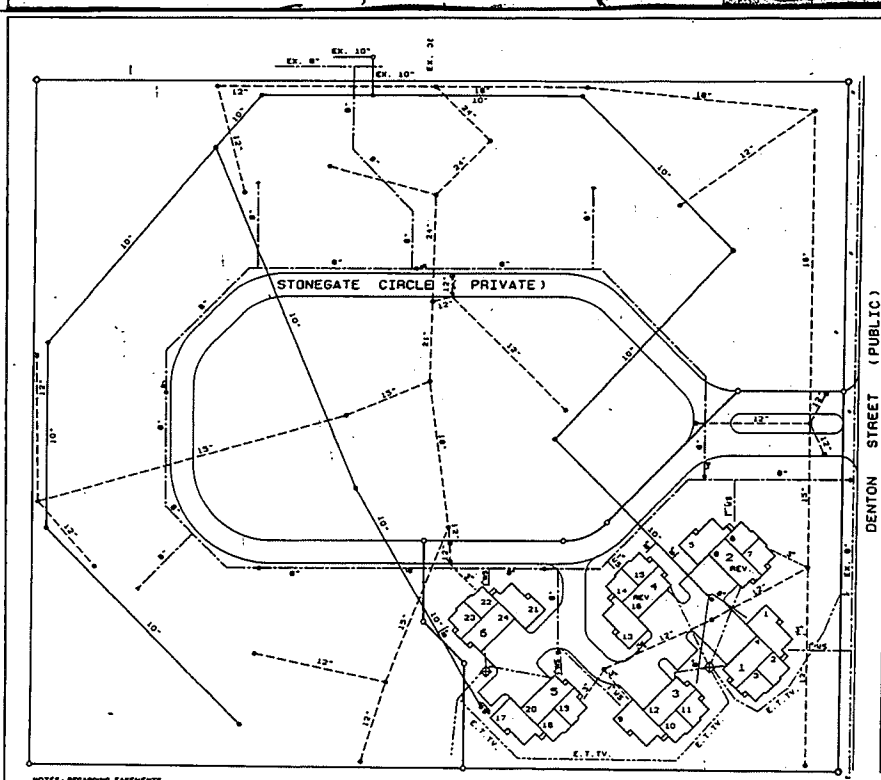
NOTE:

- A,B,C,D = DENOTES UNIT DESIGNATION
 - REV. = DENOTES REVERSED FLOOR PLAN
 - 1 = DENOTES UNIT DESIGNATION
 - 2 = DENOTES BUILDING NUMBER
 - ⓐ = DENOTES COORDINATE POINT
 - R = ROAD
 - P = PORCH (LIMITED COMMON ELEMENT)
 - PA = PATIO (LIMITED COMMON ELEMENT)
 - PK = PARKING AREA (LIMITED COMMON ELEMENT WHERE ADJACENT TO BUILDING)
 - DR = DRIVE
 - #37321 = UNIT ADDRESS
 - FP = FIREPLACE
- NOTE : *TO BE SHOWN ON AS BUILT PLANS
- ALL GENERAL COMMON ELEMENT AREAS ARE TO BE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED, OCCUPIED BY STRUCTURES OR SHOWN OTHERWISE.
- NOTE : ALL STRUCTURES AND IMPROVEMENTS SHOWN IN THE PLAN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

STONEGATE CONDOMINIUMS OF CLINTON

SITE PLAN	
DATE: MAY 11, 1990	PROPOSED SHEET 3 OF 8

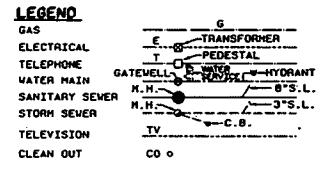
LWT 0490106365



- NOTES - EASEMENT AGREEMENTS**
1. E. OF SANITARY SEWER IS E. 24' WIDE EASEMENT RECORDED IN L. 4780, P. 404.
 2. E. OF WATER MAIN IS E. 12' WIDE EASEMENT RECORDED IN L. 4780, P. 404.
 3. ELECTRIC, TELEPHONE AND CABLE TV LINES ARE INSTALLED PER JOINT AGREEMENT RECORDED IN L. 4824, P. 137.

DATE: MAY 11, 1990

UTILITY	SOURCE OF LOCATION
GAS	CONSUMERS POWER CO.
ELECTRICAL	DETROIT EDISON CO.
TELEPHONE	MICHIGAN BELL TELEPHONE CO.
WATER MAIN	WARNER, CANTRELL & PADNOS, INC.
SANITARY SEWER	WARNER, CANTRELL & PADNOS, INC.
STORM SEWER	WARNER, CANTRELL & PADNOS, INC.
T.V. CABLE	COMCAST



- NOTE:**
1. SANITARY SEWER, WATER MAINS AND STORM SEWERS ARE ALL EXISTING WITHIN THE CONDOMINIUM PROJECT AND PROPOSED FUTURE DEVELOPMENT.
 2. ALL UTILITIES ARE UNDERGROUND.
 3. METERS WILL BE SHOWN ON AS BUILT DRAWINGS.
 4. SERVICE LEADS WILL BE SHOWN ON AS BUILT DRAWINGS.
 5. T.V. - COMBINED WITH OTHER UTILITIES.

STONEGATE CONDOMINIUMS OF CLINTON

UTILITY PLAN & EASEMENT PLAN

PROPOSED

WARNER, CANTRELL & PADNOS, INC.
 ENGINEERS & ARCHITECTS
 10000 W. LEXINGTON AVENUE
 SUITE 100
 CLINTON TOWNSHIP, MI 48824
 PHONE: (313) 281-1100
 FAX: (313) 281-1101

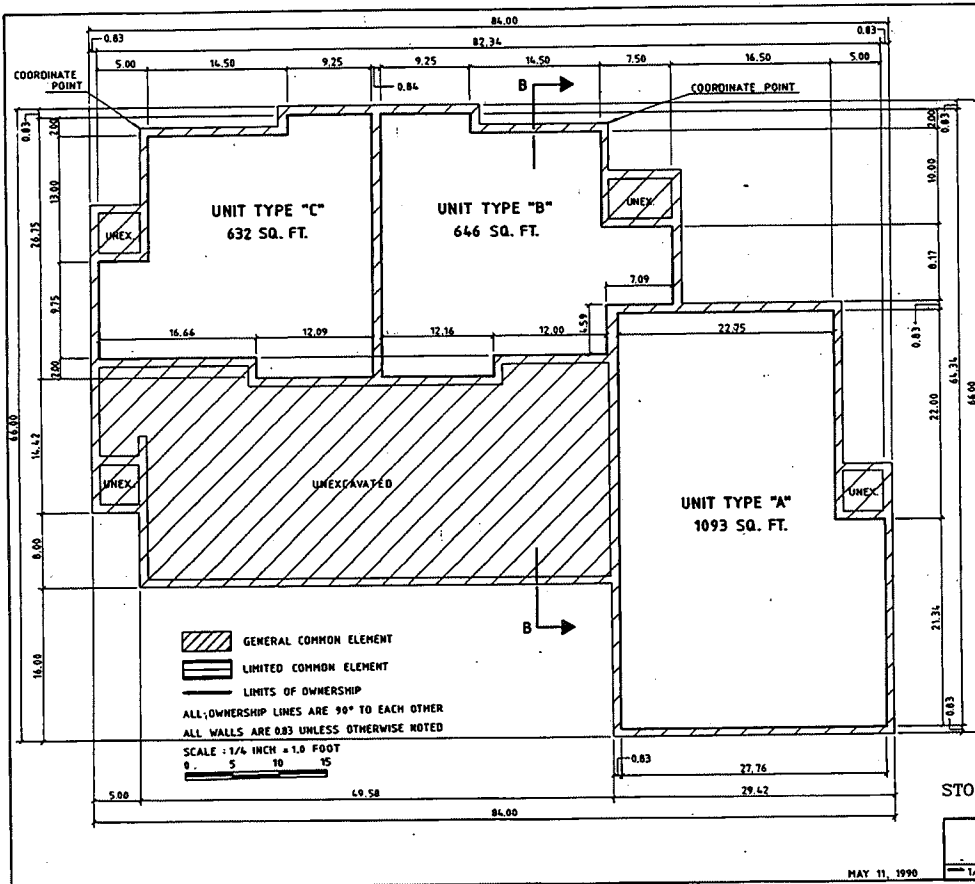
DATE: MAY 11, 1990

PROJECT: STONEGATE CONDOMINIUMS OF CLINTON

DRAWING NO: 0490106365

SHEET 1 OF 8

UNIT 04901M366



UNIT TYPE	UNIT NUMBER
A	1, 5, 9, 13, 17, 21
B	2, 6, 10, 14, 18, 22
C	3, 7, 11, 15, 19, 23
D	4, 8, 12, 16, 20, 24

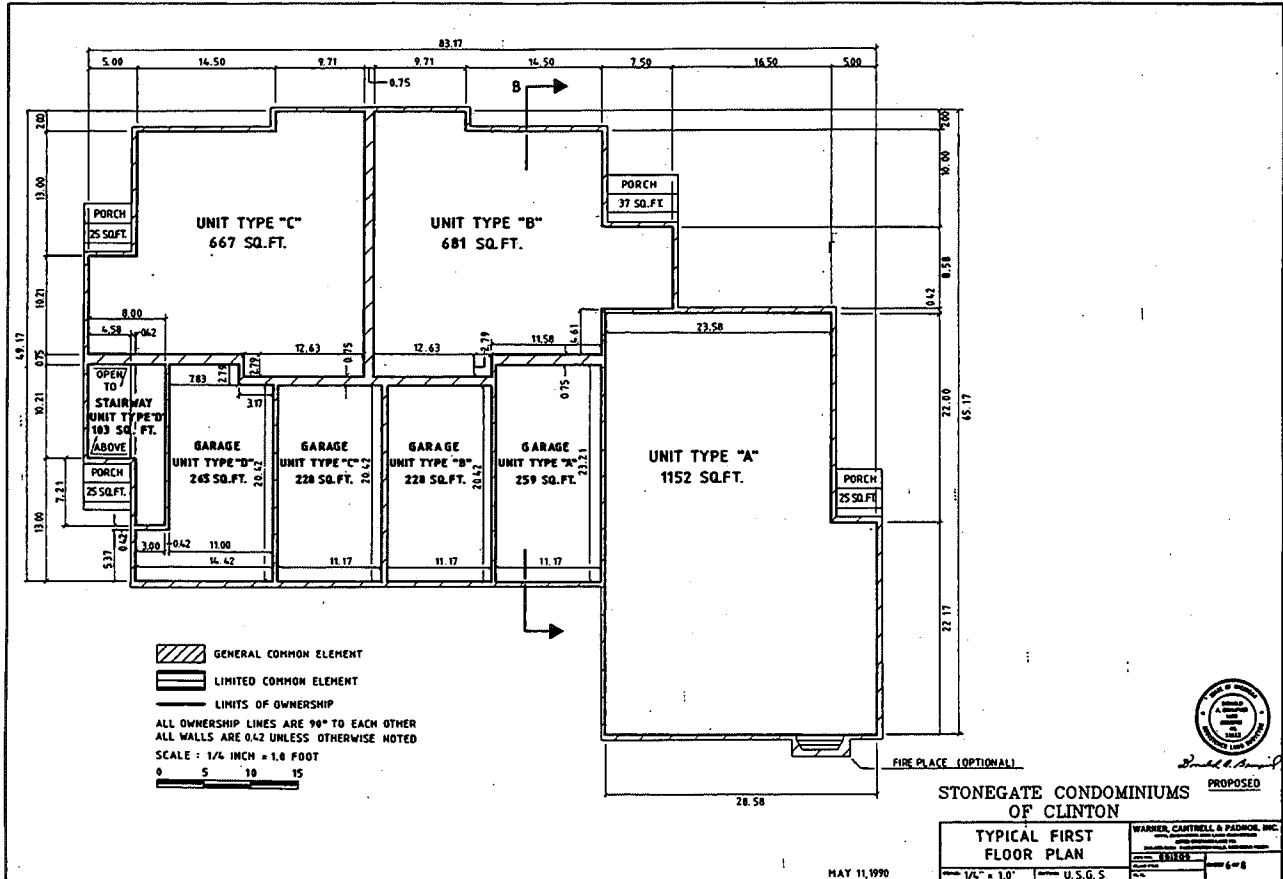
UNIT TYPE	BASEMENT	FIRST FLOOR	SECOND FLOOR	GARAGE	TOTAL
A	1093	1152	—	259	2504
B	646	681	644	228	2201
C	632	647	632	228	2159
D	—	103	1231	245	1599

NOTE: "REV." ON SITE PLAN INDICATES REVERSE OF TYPICAL BUILDING PLAN.
 NOTE: PATIO AND PORCH OPTIONS TO BE SHOWN ON AS-BUILT PLANS.

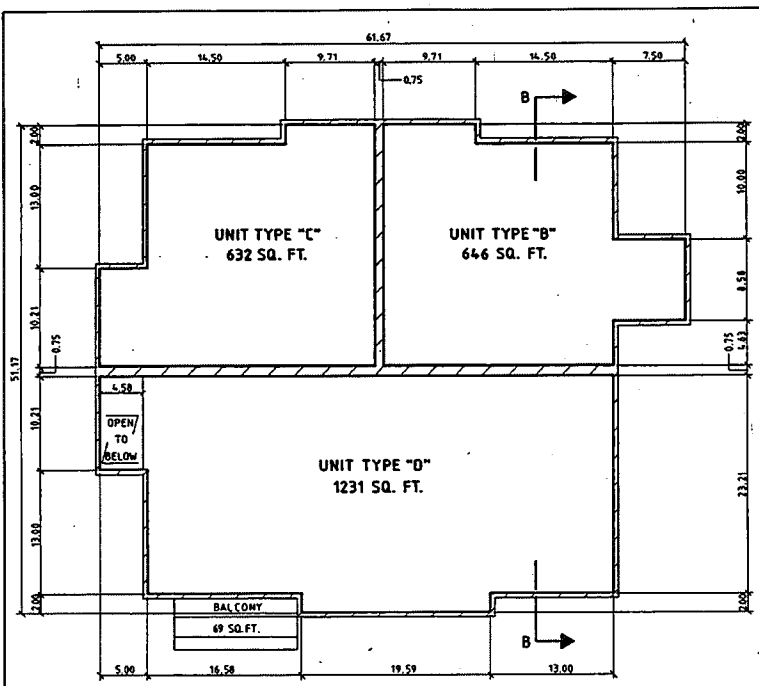




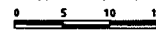
STONEGATE CONDOMINIUMS OF CLINTON PROPOSED
TYPICAL BASEMENT PLAN
 MAY 11, 1990
 1/4" = 1.0 U.S.G.S.
 WARDEN, CAMERON & PADON, INC.
 ARCHITECTS
 508

UNIT 049018367



1881049016368



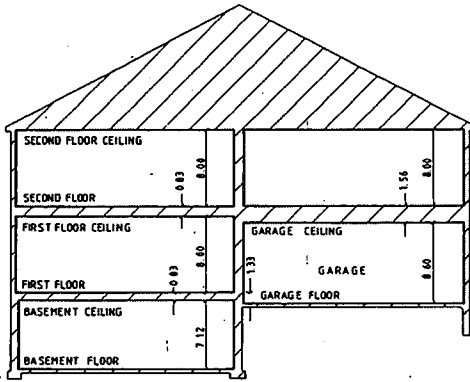
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 ——— LIMITS OF OWNERSHIP
 ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE 0.42 UNLESS OTHERWISE NOTED
 SCALE: 1/4" INCH = 1.0 FOOT




STONEGATE CONDOMINIUMS
OF CLINTON
 PROPOSED
TYPICAL SECOND FLOOR PLAN
 MAY 11, 1990
 1/4" = 1.0 U.S. G.S.
 WALTER, CANTRELL & PADGETT, INC.
 ARCHITECTS
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 303-733-1111

LIR 049017839

BLDG NO.	UNIT NO.	UNIT TYPE	FIRST FLOOR ELEVATION U.S.C. & G.S. DATUM	SECOND FLOOR ELEVATION U.S.C. & G.S. DATUM
1	1,2,3	A,B,C	594.33	603.16
	4	D	---	603.16
2	5,6,7	A,B,C	594.33	603.16
	8	D	---	603.16
3	9,10,11	A,B,C	594.33	603.16
	12	D	---	603.16
4	13,14,15	A,B,C	594.33	603.16
	16	D	---	603.16
5	17,18,19	A,B,C	593.93	602.76
	20	D	---	602.76
6	21,22,23	A,B,C	593.93	602.76
	24	D	---	602.76



SECTION B-B

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
 ALL WALLS ARE UNLESS OTHERWISE NOTED
 SCALE: 1/4 INCH = 1.0 FOOT



STONEGATE CONDOMINIUMS
 OF CLINTON

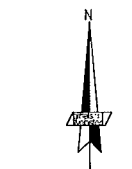
Donald A. Brumby
 ARCHITECT
 PROPOSED

BUILDING SECTION

WALKER, GANTRELL & PARRISH, INC.
 ARCHITECTS
 1000 W. 10TH ST.
 KANSAS CITY, MO. 64105
 DATE: 5/11/90

MAY 11, 1990

1/4" = 1'0" U.S. G.S.



DATE	EDITS

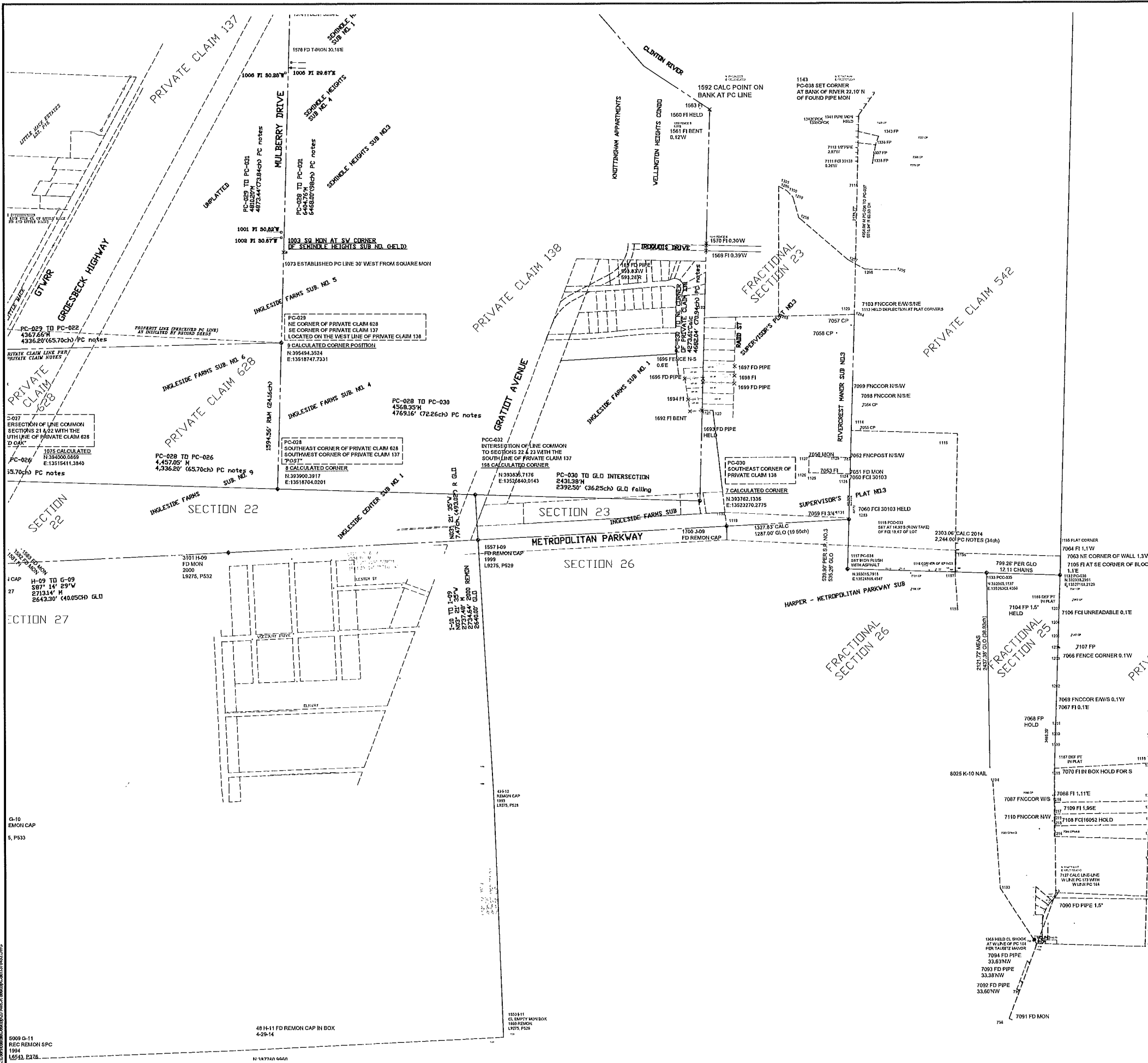
Designed For
MACOMB COUNTY REGISTER OF DEEDS
CLEMENS CENTER
32 MARKET STREET
MOUNT CLEMENS, MI 48043
588-469-8752
588-469-5130

2014 REMON WORKSHEET

CLINTON TWP
MACOMB COUNTY
MICHIGAN

Date: 10-06-14
Scale: 1"=400'
Sheet: 1
Project: 13784.62

POINT	NORTH	EAST	DESC.
7	393763.314	1323275.221	CALC
8	393550.392	13218704.850	CALC
9	395494.322	132518747.733	CALC
17	392391.878	132527676.786	SPAWN FP
18	395181.800	132527520.877	CALC
19	393333.718	132525845.014	CALC
475	395711.551	132514211.510	CALC
487	393392.276	132514941.241	CALC 4.240M SOUTH
491	42022.247	132518132.939	CALC
506	392444.441	13252099.816	CHIFFENAW SUB
508	392106.020	13251647.259	CHIFFENAW SUB
1001	395899.264	132518749.967	FI
1002	395533.828	132518748.466	FI
1003	395442.379	132518749.791	SQUARE MON
1005	395425.375	13251658.714	FI
1006	395433.142	132518718.195	FI 3/4"
1077	395000.087	13251111.394	ANGLE SIDE 3
1076	395017.629	13251486.544	ANGLE SIDE 4
1038	394073.256	132514245.000	CALC FC-026
1091	393271.427	132514223.911	CALC
1055	393076.818	13251515.476	5-20 FID REMON CAP
1057	393184.545	13251561.908	5-20 FID REMON CAP
1050	392950.272	13251318.331	263 FI
1061	392721.211	13251333.254	261 1/2 BENT
1059	392641.812	132513345.278	261 1/2 BENT
1060	392649.150	132513346.497	261 1/2 BENT
1072	395550.320	132522182.379	261 FI
1073	393485.870	132516387.483	164 FM BROWN
1074	393334.168	132518771.611	163 BENT
1075	393294.265	132518773.216	162 FM BROWN
1076	393264.313	132518775.287	164 FM
1080	393281.059	132518760.406	CALC
1083	393212.439	13251679.951	261 FI
1081	393242.572	132516787.483	261 FI
1082	393246.395	132516787.485	261 FM
1085	393246.313	132516787.487	261 FM
1086	393246.313	132516787.487	261 FM
1087	393246.313	132516787.487	261 FM
1088	393246.313	132516787.487	261 FM
1089	393246.313	132516787.487	261 FM
1090	393246.313	132516787.487	261 FM
1091	393246.313	132516787.487	261 FM
1092	393246.313	132516787.487	261 FM
1093	393246.313	132516787.487	261 FM
1094	393246.313	132516787.487	261 FM
1095	393246.313	132516787.487	261 FM
1096	393246.313	132516787.487	261 FM
1097	393246.313	132516787.487	261 FM
1098	393246.313	132516787.487	261 FM
1099	393246.313	132516787.487	261 FM
1101	393246.313	132516787.487	261 FM



5009 G-11
REC REMON 5PC
1994
L6541, E3476

48 H-11 FD REMON CAP IN BOX
4-25-14

1550 B-11
CL EMPTY MON BOX
1987 REMON
L9275, P528

N 147726.6641