

03/24/2005 10:17:23 A.M.

MACOMB COUNTY, MI

CARNELLA SABAUGH, REGISTER OF DEEDS

SEAL

## DECLARATION OF RESTRICTIONS

### FOR SECLUDED WOODS SUBDIVISION

**WHEREAS**, the undersigned, **BRANDENBURG INVESTMENTS, L.L.C.**, a Michigan limited liability company, of **51480 Oro Drive, Shelby Township, Michigan 48315**, hereinafter referred to as "**Declarant**", being the owners in fee simple of the lands hereinafter described and hereinafter referred to as "**The Subdivision**", desire to create a planned community with open space for the benefit of all residents of **The Subdivision**, which is located in the **Township of Chesterfield, Macomb County, Michigan**, and more particularly described according to the legal description attached hereto and made a part hereof as Exhibit "A".

**WHEREAS, Declarant** desires to provide for the preservation and enhancement of the property values and amenities in **The Subdivision** and to this end desires to subject **The Subdivision** and the **Common Area** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of **The Subdivision** and each owner of a **Lot** therein; and

**WHEREAS, Declarant** has deemed it desirable, for the efficient preservation of the values and amenities in **The Subdivision**, to create a legal entity to own, maintain, preserve and administer the **Common Area** (as hereafter defined) and other areas now or hereafter owned or administered by the **Association** (as hereinafter defined), and landscaping, systems, facilities and amenities that may be constructed thereon or used therein, and to collect and disburse the assessments and charges hereinafter created, and to promote the recreation, health, safety and welfare of the residents;

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

### **ARTICLE I** **DEFINITIONS**

**Section 1.** "**Association**" shall mean and refer to the **SECLUDED WOODS SUBDIVISION ASSOCIATION**, a Michigan Non-Profit Corporation, its successors and assigns.

**Section 2.** "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any **Lot** which is a part of **The**

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**Subdivision** or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of any obligation.

**Section 3.** "**Common Area**" shall mean those areas of land within **The Subdivision** (including the improvements thereto) now or hereafter owned by the **Association** for the common use, benefit and enjoyment of the **Owners**. **The Common Area** to be owned by the **Association** at the time of the conveyance of the first LOT within **The Subdivision**, includes the "open space" which is described in Exhibit "B" attached which includes within said open space, certain wetlands regulated by the U.S. Army Corps of Engineers ("ACE") and Michigan Department of Environmental Quality ("MDEQ") which is described on Exhibit "C" attached, which includes certain wetlands regulated by the ACE and/or MDEQ which are located on **Lot** Numbers 6, 7, 8, 9, 10, 11, 12, 33, 34, 35, 36, 37, 38, 52 and 53, and which are described on Exhibit "D" attached, and which the **Association** has access to and the right to traverse and come on to for purposes of maintenance, repair or preservation pursuant to private easements which are recorded into the chain of title to said above numbered **Lots**, as well as the portions of roadways and foundation, culverts and supports which traverse the wetlands regulated by the ACE and/or MDEQ which are described on Exhibit "E" attached, all of which **Common Areas** have been dedicated to the **Association**. The open space includes the **MOUNTAIN ASH PARK, DOGWOOD PARK, SILVER LINDEN PARK and WILLOW PARK**.

**Section 4.** "**Declarant**" shall mean and refer to **BRANDENBURG INVESTMENTS, L.L.C.**, a Michigan limited liability company, its successors and assigns.

**Section 5.** "**Declaration**" shall mean and refer to this Declaration of Restrictions, as recorded in the office of the Macomb County Register of Deeds, State of Michigan.

**Section 6.** "**Lot**" shall mean and refer to any numbered **Lot** shown on the recorded plat of **The Subdivision** and any future subdivisions hereafter annexed, to any building site resulting from the combination of **Lots** and to any building site resulting from a proper lot split of any **Lot**.

**Section 7.** "**Member**" shall mean and refer to those persons entitled to membership in the **Association**, as provided in this **Declaration**.

**Section 8.** "**Special Assessment District**" shall mean and refer to the **Chesterfield Township Street Lighting Special Assessment District No. SL-01-0004**, established by the **Township of Chesterfield** on April 9, 2004.

**ARTICLE II**  
**ESTABLISHMENT AND DEDICATION**

**Section 1. Establishment of Non-Profit Corporation.**

There is hereby established an **Association of Owners of Lots 1 through 59**, both inclusive, of **The Subdivision**, to be known as the **SECLUDED WOODS SUBDIVISION ASSOCIATION**. Such **Association** shall be incorporated before the sale of a LOT in **The Subdivision**, or within ninety (90) days after the date the plat of **SECLUDED WOODS SUBDIVISION** has been recorded with the Macomb County Register of Deeds, whichever occurs first. The **Association** shall be organized as a Non-Profit Corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are

enumerated in this **Declaration** as well as those set forth in the corporate By-Laws for the **Association**.

**Section 2. Dedication of Common Area.**

**Declarant** hereby dedicates and conveys to each **Owner** of a **Lot** in **The Subdivision** a right and easement of enjoyment in and to the **Common Area** and hereby covenants that it will convey the **Common Area** to the **Association** free and clear of all liens and encumbrances prior to the first to occur of a) the first sale by **Declarant** of a **Lot** in **The Subdivision**, as evidenced by delivery of a Deed for such **Lot** to the **Lot** purchaser, or b) ninety (90) days after the date that the plat of **SECLUDED WOODS SUBDIVISION** is recorded. Title to the **Common Area** shall vest in the **Association** subject to the rights and easement of enjoyment in and to such **Common Area** by the **Owners** and the restrictions hereafter outlined. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the **Lots** and shall pass with the title to the **Lots** whether or not specifically set forth in the deeds of conveyance of the **Lots**.

**ARTICLE III**  
**PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.**

The right and easement of enjoyment of each **Owner** in and to the **Common Area** shall be subject to the following prior rights of the **Association** and restrictions as stated herein:

- a. The right of the **Association** to suspend the voting rights and right to enjoy the **Common Area** by an **Owner** for any period during which any assessment against his **Lot** remains unpaid; and for a period not to exceed sixty (60) days per infraction for any infraction of its published rules and regulations;
- b. The right of the **Association** to levy assessments, as set forth in Article V, below.
- c. Restrictions on the enjoyment and restrictions on building and development of the **Common Areas** as more particularly described in **Articles VII and VIII** hereafter.

**Section 2. Delegation of Use.**

Any **Owner** may delegate, in accordance with the By-Laws, his right of enjoyment to the **Common Area** and facilities to the members of his family, his tenants, or purchasers who reside on his **Lot**.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.**

Every **Owner** of a **Lot** shall be a **Member** of the **Association**. Membership in the **Association** is, and shall be, appurtenant to, and may not be separated from, ownership of any **Lot**. Notwithstanding the foregoing, the termination of any person's ownership interest in any **Lot**, and the consequent termination of such person's membership in the

**Association**, shall not relieve such person from any debt or obligation attributable to such **Lot** which accrued or arose during the period such person was an **Owner** of such **Lot**.

**Section 2. Voting Rights.**

The **Association** shall have two classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the **Declarant** shall be the only Class A Member;

(b) each **Owner** of a **Lot** other than the **Declarant** shall be a Class B Member;

(c) Class B membership shall be non-voting until the Transfer Date specified in subsection 2.(d) below, at which time all **Owners** (including the **Declarant**) shall be entitled to vote on a one vote per **Lot** basis (regardless of the number of **Owners** of any such **Lot**);

(d) the **Declarant** shall have the sole vote in the **Association**, and the consequent right to appoint the Board of Directors of the **Association** (the "**Board**"), until such date (the "**Transfer Date**") as shall be the earlier to occur of a) sixty-five (65%) percent of the **Lots** in **The Subdivision** shall have been sold (as evidenced by delivery of a deed for a **Lot** to the **Lot** purchaser) to **Owners** other than builders purchasing for resale in the ordinary course of their business, b) four (4) years from the date of recording of the plat of **The Subdivision** with the Macomb County Register of Deeds or c) such earlier date as may hereafter be designated in writing by the **Declarant**; and

(e) From and after the **Transfer Date** described above in subsection 2.(d), Class B Members of the **Association** shall have the voting rights described in subsection 2.(c) above, and thereafter, the **Board** shall be elected by the combined vote of the Class A and Class B Members (in each case, voting on a one vote per **Lot** basis).

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Each **Owner** of a **Lot**, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the **Association**: (1) annual general assessments or charges, and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees and collection costs, including reasonable attorney's fees, shall be charged on the **Lot** and shall be a continuing lien upon the **Lot** against which each such assessment is made. Each such assessment, together with interest thereon, late payment fees and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the **Owner** of such **Lot** at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.**

The assessments levied by the **Association** shall be used exclusively to promote the recreation, health, safety and welfare of the residents in **The Subdivision** and in particular for the preservation, repair and maintenance of the **Common Area** and other areas now or hereafter owned or administered by the **Association** and the landscaping, thereon or used therein if any, including streets, cul-de-sacs, walkways (whether located within or adjacent to the **Common Areas** or the wetlands), and for the payment of water and electric bills associated with the foregoing; for planting and maintenance of trees, shrubs and grass; for construction, operation and maintenance of recreational facilities, if any; for providing community services and for the protection of the **Owners**, as decided within the discretion of the **Association Board of Directors** as limited by this **Declaration** and the **Bylaws** of the **Association**.

**Section 3. Maximum Annual Assessment.**

For the first year during which the imposition of annual assessments is permitted hereunder, the maximum annual assessments shall be One Hundred Eighty (\$180.00) Dollars per **Lot**.

a. Thereafter, the annual assessment may be increased to an amount which is not more than ten (10%) percent greater than the previous year's annual assessment without a vote of the **Members**.

b. The maximum annual assessment may be increased above the ten (10%) percent increase permitted by subsection a. by a vote of two-thirds (2/3) of the **Members** who are voting in person or by proxy, at a meeting duly called for that purpose.

**Section 4. Special Assessments.**

In addition to the annual assessments authorized above, the **Association** may levy against each **Owner**, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any preservation, repair, replacement or maintenance of any of the **Common Area** and other areas, facilities and amenities which now or hereafter may be under the control of the **Association**, including without limitation those listed above in Section 2 of this Article, or for any other legal purpose desired by the **Association**, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the votes of **Members** who are voting in person or by proxy at a meeting duly called for that purpose.

**Section 5. Notice and Quorum for Actions Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all **Members** not less than 15 days in advance of the meeting. At the first such meeting called, the presence of **Members** or of proxies entitled to cast thirty (30%) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Rate of Assessment.**

Both the general and the special assessments shall be set by the **Board of Directors** at a uniform rate for the **Owners** of all **Lots** and may be collected on a monthly or an annual basis.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.**

The annual assessments provided for herein shall commence as to all **Lots** in **The Subdivision** on the first day of the calendar year following the conveyance of the first **Lot** to an **Owner**, but in any event shall commence within one (1) year following the recording of the plat of **The Subdivision** with the Macomb County Register of Deeds. A conveyance to a builder who has purchased a **Lot** for the intended purpose of constructing a residence thereon for sale to an **Owner** shall not be deemed a conveyance to an **Owner**. The **Board of Directors** shall endeavor to fix the amount of the annual assessment against each **Lot** and to establish the assessment due date at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and the due date shall be sent to every **Owner** subject thereto at least thirty (30) days prior to the assessment due date. Failure by the **Association** to send such written notice shall not permit any **Owner** to avoid paying the assessment, but shall delay such **Owner's** assessment due date until thirty (30) days following the date that such notice of assessment is eventually sent. The **Association** shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the **Association** setting forth whether the assessments on a specified **Lot** have been paid. A properly executed certificate of the **Association** as to the status of assessments on a **Lot** shall be binding upon the **Association** as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.**

Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at the rate of seven (7%) percent per annum and shall be subject to a late payment fee equal to fifteen (15%) percent of the amount of the assessment to cover the cost of collection by the **Association**. In the event that the cost of collection, including attorney's fees, exceeds fifteen (15%) percent of the amount of the assessment, the **Association** shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee and deficiency shall be a lien against the **Lot** corresponding to the unpaid assessment. The **Association** may bring an action at law against the **Owner** personally obligated to pay the assessment, interest, late payment fee and deficiency, and may foreclose the lien against the **Lot**. No **Owner** may waive or otherwise escape liability for the assessments provided for herein by non-use of the **Common Area** or abandonment of his **Lot**.

**Section 9. Exempt Property**

All **Common Area** and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from assessment, charge and lien created herein.

**Section 10. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein on any **Lot** shall be subordinate to the lien of any first mortgage covering the **Lot**. Sale or transfer of any **Lot** shall not affect the lien of the assessments, however, the sale or transfer of any **Lot** pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments,

but shall not extinguish the **Owner's** personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such **Lot** from liability for any assessment becoming due after such sale or from the lien thereof.

**Section 11. Management Agent.**

The **Board of Directors** of the **Association** shall be permitted to retain the services of a management agent to aid them in administering and carrying out the purposes of the **Association**, and may utilize a portion of the **Association** assessments to pay such management agent a fee deemed reasonable by the **Board of Directors**.

**ARTICLE VI**  
**BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION**

**Section 1. Use of Lots.**

All **Lots** shall be used for single family residence purposes only, and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and permitted appurtenant structures, if any, on each **Lot**, as hereinafter provided. Such dwelling house shall be designed and erected for occupation by a single private family. A private attached garage, for the sole use of the **Owner** or occupant of the **Lot** upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article.

**Section 2. Character and Size of Buildings.**

No dwelling shall be permitted on any **Lot** unless the living area thereof shall not be less than 1600 square feet in the case of a one-story dwelling, and not less than 1900 square feet in the case of any other dwelling. All computations of square footage shall be determined exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways and other unenclosed or unheated areas. All garages must be attached or architecturally related to the dwelling. No garage shall provide space for less than two (2) automobiles. Carports are specifically prohibited.

**Section 3. Minimum Setback and Yard Requirements.**

No building shall be erected or maintained on any **Lot** in **The Subdivision** which has a front yard setback of less than thirty (30) feet from the front lot line, a rear yard setback of less than thirty five (35) feet from the rear lot line, nor a side yard setback of less than five (5) feet from each side lot line. The total of both side yards shall not be less than fifteen (15) feet in width, with regard to interior **Lots**. In the case of a corner **Lot**, the side yard abutting a street shall be considered a front yard for purposes of applying the minimum setbacks described in this Section 3. Approval of a variance by the Township of Chesterfield Board of Appeals permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

**Section 4. Minimum Lot Size.**

In the event that one or more **Lots** or parts of **Lots** are developed for use as a site for a single residence, all restrictions set forth herein shall apply to such resulting site. In any event, no dwelling shall be erected, altered, placed on or permitted to remain on any **Lot** in **The Subdivision** unless such **LOT** or site has a width at the front building setback line of at least thirty (30) feet in the case of an interior **Lot**, and thirty (30) feet in the case

of a corner **Lot**, and an area of at least nine thousand seven hundred fifty (9,750) square feet.

**Section 5. Animals.**

a. No farm animals, livestock, poultry or wild animals shall be kept, bred or harbored on any **Lot**, nor shall any animals be kept or bred for commercial purposes. Not more than two (2) domesticated animals commonly deemed to be household pets may be kept on any **Lot** by the **Owner** and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions.

b. Any dog kept on a **Lot** shall be kept either on a leash or in a dog run or pen, and shall not be allowed to run loose or unattended. Unless otherwise approved in writing by **Declarant**, no dog runs or pens shall be permitted to be erected or maintained unless they are solely located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the **Lot**, nor shall such runs or pens extend beyond the end of the dwelling or garage into the side yard. All pens shall be made of wood, decorative block or approved fencing materials, or any combination thereof, and may not exceed two hundred forty (240) square feet in area or six (6) feet in height. The exterior sides of a pen shall be landscaped with plantings to screen the view thereof from adjacent **Lots**, and such pens shall be kept and maintained in a clean and sanitary condition.

c. No **Owner** shall cause, nor shall he permit or suffer any occupant of any **Lot** which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild fowl or other wildlife on, in or over any portion of his **Lot**. No **Owner** of a **Lot** shall use, nor shall he permit or suffer any occupant of any **Lot** which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles or pellet guns on his **Lot**.

**Section 6. Wells.**

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

**Section 7. Sight Distance at Intersections.**

No fence, wall, shrubbery, sign or other obstruction to vision which obstructs sight lines at elevations above thirty (30") inches from the established street grades shall be placed or permitted to remain on any corner **Lot** within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 8. Easements.**

a. Easements are reserved as shown on the plat of **The Subdivision**. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by **Declarant**, its successors or assigns, to any person, firm, corporation, governmental unit or agency which furnishes services or utilities for use in **The Subdivision**.

No buildings may be constructed or maintained over or on any easements; however planting, fencing (where permitted), or other lot line improvements



shall be allowed, so long as they do not violate the provisions of this Article and do not interfere with, obstruct, hinder, or impair the drainage plan of **The Subdivision** and so long as access be granted, without charge or liability for damages, for the installation and/or maintenance of utilities, drainage lines and/or additional facilities. No buildings, plantings, fencing or other lot line improvements shall be allowed on wetlands located on any **Lot**.

b. Private easements for maintenance, preservation and repair of designated wetlands located on **Lots** described above have been granted and reserved on the plat of **The Subdivision**. Without limiting the use of these easements by other permitted parties, utility companies are specifically granted the right of access to and from these easements for the purpose of constructing, reconstructing, modifying, adding to, operating and maintaining utility facilities. No buildings or other permanent or temporary structures shall be placed in the easement areas. No trees, plant life, structures and fences shall be planted, grown, or installed in the Private Easements. The **Association** is responsible for the preservation, maintenance and repair of the Private Easement Areas, and these areas are subject to ACE and MDEQ restrictions as hereafter set forth.

### **Section 9. Temporary Structures.**

No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, or other similar outbuilding may be used or occupied at any time, on any **Lot**, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected on any **Lot** for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained on any **Lot**; (iii) a temporary storage building for the storage of materials and supplies to be used in connection with the construction of a dwelling on any **Lot** may be kept and maintained on any **Lot** during the period of such construction.

### **Section 10. General Conditions.**

a. No **Lot** shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles or trucks weighing in excess of two and one-half (2-1/2) tons empty, boats, boat trailers, camping vehicles or camping trailers may be parked on or stored on any **Lot**, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in **The Subdivision**, or on any **Lot** therein, except while making normal deliveries or pickups in the normal course of business. However, construction vehicles may be parked on and a construction trailer or temporary sales trailer may be maintained by each builder offering new houses for sale, only during the period when new houses are under construction in **The Subdivision** by that builder and only on **Lots** owned or controlled by the builder.

c. No laundry other than blankets or comforters shall be hung for drying on any **Lot** so as to be visible from outside of the dwelling constructed on the **Lot**. Blankets or comforters may be hung outside for drying or "airing out" if kept within fifteen (15') feet of the house.

d. All homes in **The Subdivision** shall be equipped with electric garbage disposal units in the kitchen.

e. The grade of any **Lot** or **Lots** in **The Subdivision** may not be changed without the written consent of the **Association**.

f. No "through the wall" air conditioners may be installed on the front wall or in any front window of any building.

g. No outside compressors for central air conditioning units may be installed or maintained in such a manner so as to create a nuisance to the residents of adjacent dwellings.

h. No swimming pool may be built or maintained which is higher than one (1') foot above the existing **Lot** grade.

i. No satellite dishes or exterior antennas more than 18" in height or diameter may be maintained on any **Lot** unless screened from view from **The Subdivision** streets.

**Section 11. Sales Agency and/or Business Office.**

Notwithstanding anything to the contrary elsewhere set forth herein, **Declarant** and/or any builders which it may designate may construct and maintain on any **Lot** or **Lots** which they may select, a sales agency and a business office for the sale of any **Lots** and/or dwellings in **The Subdivision**, or in other lands owned by the **Declarant**, or may use said **Lot** or **Lots** for the construction of a model house or houses for such purposes, and **Declarant** and such designated builders may continue to do so until such time as all of the **Lots** in which **Declarant** or such designated builders have an interest in are sold by them.

**Section 12. Lease Restrictions.**

No **Owners** of any **Lot** shall lease and/or sublet less than the whole of any dwelling on any **Lot**.

**Section 13. Exterior Surface of Dwellings.**

The visible exterior walls of all dwelling structures shall be made of wood, brick, brick veneer and/or stone in any combination. Stucco, vinyl siding and/or ledge rock may also be used, so long as any of these materials alone or in combination do not exceed fifty (50%) percent of the total of all visible exterior walls. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

**Section 14. Fences.**

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

b. No fence or wall may be erected or maintained on or along the side lines of any **Lot**, and/or on or along the rear line of any **Lot**, except that fences which are required by local ordinance to enclose swimming pools, and fences used for dog runs or pens which comply with the requirements of Section 5(b) of this Article, shall be permitted.

c. Permitted fences shall be constructed of wood, ornamental fence or vinyl material. If a particular condition arises in which fencing beyond four (4) feet in height, or of a material other than those herein specified is desirable, a request for permission to increase the height or to use such other material shall be submitted for approval by **Declarant** or the **Association**, and **Declarant** or **Association**, shall have the right to grant such permission if, in its sole opinion, a variance from the provisions of this Paragraph is desirable.

**Section 15. Signs.**

No sign or billboard shall be placed, erected or maintained on any **Lot** unless such sign shall have been constructed and installed in a professional manner and shall comply with all ordinances of the Township of Chesterfield. Any such sign shall be kept clean and in good repair during the period of its maintenance on the said **Lot**.

**Section 16. Destruction of Building by Fire, etc.**

Any debris resulting from the destruction, by fire or otherwise, in whole or in part of any dwelling or building on any **Lot** shall be removed with all reasonable dispatch from such **Lot** in order to prevent an unsightly condition. Each **Owner** shall prevent such **Owner's Lot**, and any dwelling, appurtenant structure or other improvement thereon, from becoming unsightly or unkept; or from falling into a state of disrepair.

**Section 17. Landscaping.**

a. Each **Owner** of a **Lot**, including any **Owner** who is a builder-purchaser from **Declarant**, shall at all times comply, as applies to the **Owner's Lot**, with all erosion control measures imposed by the Township of Chesterfield, the Macomb County Drain Commission or by **Declarant** in order to protect the sedimentation and storm water basins, and to keep the streets and sewers in **The Subdivision** free of silt, dirt and debris. Compliance with such erosion control measures shall be required by the **Owners** at all times during their ownership of a **Lot**, whether prior to, during or following construction of a residence on the **Lot** and landscaping of the **Lot**.

b. Upon the completion of a residence on any of the **Lots**, the **Owner** thereof (and the word "**Owner**", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser) shall cause all portions of the **Lot** owned by him to be finish-graded and seeded or sodded and suitably landscaped as soon after the completion of construction as weather permits. Subject to the limitations imposed below by Article VIII, the **Lot** shall be kept free of weeds by the **Owner** thereof.

**Declarant**, on behalf of itself, its contractors, agents and assigns, and the **Association**, reserves the easement and right to enter onto the **Common Areas** of **The Subdivision**, and areas designated on the recorded plat of **The Subdivision** as private easements for purposes of preserving and maintaining the **Common Areas** and wetlands located on **Lots**.

c. Should any **Owner** fail to maintain the lawns, trees, berms or shrubbery on his **Lot** in good order and repair in accordance with "good property management", then the **Association** may serve written notice upon the **Owner** setting forth the manner in which the **Owner** has so failed. In the event that the deficiency of maintenance, repair or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, the **Association** shall be authorized and permitted to enter onto the **Lot** for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, the **Association** shall be authorized and

permitted to enter onto the **Lot** as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms and shrubbery on the **Lot**, which right of the **Association** shall continue until such time as the **Association** reasonably shall determine that the **Owner** of the deficient **Lot** is willing and able to reassume the maintenance responsibility.

The cost incurred by the **Association** for such maintenance, repair and replacement, plus an administrative fee equal to twenty (20%) percent of such cost, shall be payable by the **Owner** to the **Association** within ten (10) days following such date as the **Association** sends the **Owner** a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the **Lot**, shall be a continuing lien upon the **Lot**, and shall be treated as an additional assessment against the **Lot** subject to treatment in accordance with the provisions of this **Declaration** controlling and affecting such assessments, including without limitation those stated in Article V of this **Declaration**.

d. Anything herein stated to the contrary, notwithstanding, no landscaping, construction or alternation whatsoever of the designated wetland areas located on **Lots 6, 7, 8, 9, 10, 11, 12, 33, 34, 35, 36, 37, 38, 52 and 53** shall be permitted and the same is absolutely prohibited, (see Exhibit D.)

### **Section 18. Fertilizer Use.**

In order to protect the **Common Area**, the wetlands and the natural environment in general, all grass seeded or sodded on a **Lot** shall be comprised of a low maintenance grass mixture such as 50% Kentucky Bluegrass and 50% fine leaf Fescue. An improved bluegrass may be used for part or all of the Kentucky Bluegrass portion of the mixture, such as Baron, Adelphi, Galaxy, Victa, Cheri or Touchdown. Unless a soil test indicates a serious need for phosphorus and potassium, fertilizers such as 12-12-12, 5-10-5 or 10-6-4 shall not be used. Recommended fertilizers are those containing little or no phosphorus and potassium such as 23-0-6, 30-4-4 or 26-4-4. Nitrogen only fertilizers such as urea (46-0-0) and ammonium nitrate (33-0-0) are not permitted because of their high water solubility, which might contribute to the contamination of wetlands in the vicinity of **The Subdivision**.

### **Section 19. Sidewalks.**

Each **Lot** in **The Subdivision** shall at the time of construction of a residence thereon also have constructed and installed thereon a 4" thick concrete sidewalk, 5'0" in width, located 1'0" from the front property line of the **Lot** and running within the public right-of-way parallel to the adjoining street at the front of the **Lot**. Each corner **Lot** shall have two intersecting sidewalks constructed and installed on it in accordance with the specifications of the previous sentence, with one sidewalk running parallel with the adjoining street at the front of the **Lot** and the other sidewalk running parallel with the adjoining street at the side of the **Lot**. Each sidewalk on a **Lot** shall tie in with the sidewalk existing or to be built on the adjacent **Lot(s)** and in the case of corner **Lots** shall also connect into the adjoining street perpendicular to the sidewalk. Notwithstanding anything to the contrary, all sidewalks shall be constructed and installed in accordance with the requirements of the Township of Chesterfield.

**Section 20. Mail Boxes.**

The size, color, style, location and other attributes of the mailbox for any residence(s) shall be as specified by the **Declarant** or the **Association** in order to ensure consistency and uniformity within **The Subdivision**.

**Section 21. Lot Splitting/Combining.**

No **Lot** may be divided, subdivided, or otherwise split or combined with any other **Lot** except with the prior written consent of **Declarant**, and if so approved by **Declarant**, only in compliance with the requirements of (i) Section 263 of the Michigan Subdivision Control Act of 1967 (M.C.L.A. 560.101, et seq), as the same may hereafter be amended, or any replacement or successor statute thereto, and (ii) all applicable ordinances of Chesterfield Township and/or other governmental authority(ies) having jurisdiction.

**ARTICLE VII**  
**PRESERVATION OF WETLANDS**

**Section 1.** Portions of the **Common Area** contain wetland areas designated on the plat of **The Subdivision** as such and **Lots** 6, 7, 8, 9, 10, 11, 12, 33, 34, 35, 36, 37, 38, 52 and 53 contain designated wetlands. All property covered by any such designations described in this Section 1 is herein referred to as "**Wetlands**" and shall be subject to the rights of the MDEQ, ACE and Township of Chesterfield as they exist.

**Section 2.** Except as may be approved by the MDEQ, ACE and the Township of Chesterfield, the **Wetlands** shall not be built upon, filled, graded, improved, landscaped, altered or disturbed for any purpose in any manner whatsoever and no underground improvement or utilities shall be installed within the **Wetlands**, in order to protect and preserve the **Wetlands**, unless such improvements or utilities are permitted by the appropriate public agencies. All **Wetlands** are subject to the restrictions contained in a Declaration of Restrictions on Land Use ("**Wetland Restrictions**") which was dated May 31, 2002, and was recorded on July 1, 2002, in Liber 11920, Pages 944 through 950, Macomb County Records, and is attached as Exhibit "F".

**Section 3.** Nothing contained in this Preservation of Wetlands provision shall be construed to limit or prohibit within the **Wetlands** the removal of diseased or dying trees, the trimming or removal of trees which could or might reasonably be expected to cause injury to persons or property if left untended, or the cleaning and clearing of scrub vegetation, but only by the **Association** and not by **Owners** of **Lots** or their invitees, etc.

**Section 4.** The requirements of this Article may be enforced by **Declarant**, the Township of Chesterfield, MDEQ, ACE, the **Association**, or by any **Owner**.

**ARTICLE VIII**  
**RESTRICTIONS ON THE USE OF COMMON AREA**

**Section 1. Motor Vehicles.**

All vehicles propelled by a motor, whether electric, gas or otherwise, other than those used for maintenance purposes, including but not limited to snowmobiles, all-terrain vehicles, motorcycles, dirt bikes, mo-peds, automobiles, trucks and vans are expressly prohibited from operation or storage in the **Common Area** and any **Wetland Area** within the **Lots** described above.

**Section 2. Prohibited Structures.**

No wall, platform, building or structure may be constructed in the **Common Area** or any **Wetland Area** within the **Lots** described above.

**Section 3. Pollution; Water Pumping.**

No **Owner** shall throw trash, refuse, or rubbish of any kind in the **Common Area** or any **Wetland Area** within the **Lots** described above.

**Section 4. Dogs.**

No **Owner** shall allow his dog to run loose in the **Common Area** or any **Wetland Area** within the **Lots** described above.

**Section 5. Use of Common Area.**

The **Common Area** and any **Wetland Area** within the **Lots** described above shall be used only for passive recreation, or such additional uses as may be established if approved in writing by not less than fifty-one (51%) percent of the **Members** and thereafter ratified by the Township Board of the Township of Chesterfield, the MDEQ or ACE as applicable. Golfing and all active sports are prohibited. No **Owner** shall permit or suffer the use of the **Common Area** or any **Wetland Area** within the **Lots** described above for any commercial purposes. All activities in the **Common Area** shall be carried on in such a manner as not to be disturbing or offensive to other **Owners**.

**Section 6. Wildlife.**

No **Owner** shall cause, nor shall he permit or suffer any occupant of any **Lot** which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild ducks, geese, birds or other wildlife on, in or over the **Common Area** or **Wetland Areas** within the **Lots** described above. No **Owner** of a **Lot** shall use, nor shall he permit or suffer any occupant of any **Lot** which he owns, or his or their invitees or guests, to use any B-B guns, bow and arrow, sling shots, firearms, air rifles, pellet guns or other weapons within the **Common Area**, or **Wetland Areas** within the **Lots** described above.

**Section 7. Liability.**

The **Association** shall maintain liability insurance in sufficient amounts for the purpose of protecting itself as well as the **Owners**, the **Declarant** and builders from the burden of liability resulting from accidents which may cause death or injury to anyone while in the **Common Area** or other property under the jurisdiction, ownership or control of the **Association**. Individual **Lot Owners** shall carry the same liability insurance to protect themselves and shall name the **Association** as additional insured with regard to **Wetland Areas** within the **Lots** described above.

**Section 8. Published Rules.**

The **Declarant** reserves the right to publish from time to time reasonable rules and regulations consistent herewith governing the use of the **Common Area**. If the **Declarant** does not object, the **Association** shall also be permitted to publish such reasonable rules and regulations as shall contribute to the overall safety and well being of **The Subdivision** residents.

**Section 9. Wetland Restrictions.**

All **Common Area Wetlands** and **Wetlands** located within **Lots 6, 7, 8, 9, 10, 11, 12, 33, 34, 35, 36, 37, 38, 52 and 53**, are subject to the **Wetland Restrictions** described on Exhibit "F" attached and **Article VII** above, and the same shall be strictly enforced by the **Declarant, Association**, Township of Chesterfield, MDEQ and ACE as applicable. The **Association** may assess fines, costs and attorney fees against any **Owner** which, directly or indirectly, violates these restrictions, and action at law or in equity may be commenced against any **Owner** who directly or indirectly violates these restrictions. Reasonable Rules and Regulations to carry out the terms hereof may be established and enforced by the **Association**, and must be adhered to by all **Owners**.

**ARTICLE IX  
ASSESSMENT OF FINES**

**Section 1. General.**

The **Association**, acting through its duly constituted **Board of Directors**, shall be permitted to assess monetary fines against any **Owner** in the event that the **Owner** or his tenants, guests, family or invitees shall violate any of the provisions of this **Declaration** or any of the rules and regulations duly established by the **Association**. Such **Owner** shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or invitees.

**Section 2. Procedures.**

Upon any such violation being alleged by the **Association Board of Directors**, the following procedures shall be followed:

(a) **Notice.** Notice of the violation, including the provision of this **Declaration** or the rules or regulations violated, together with a description of the factual nature of the alleged offense shall be sent by first class mail, postage prepaid, or shall be personally delivered to the **Owner**.

(b) **Opportunity to Defend.** The offending **Owner** shall have an opportunity to appear before the **Board** and offer evidence in defense of the alleged violation. The appearance before the **Board** shall be at its next scheduled meeting or a special meeting called to hear the evidence, but in no event shall the **Owner** be required to appear less than ten (10) days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

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

**Section 3. Amounts.**

Upon a finding by the **Board** that a violation has occurred, the following fines shall be levied against the offending **Owner**:

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

- (b) **Second Violation.** A **FIFTY (\$50.00) DOLLAR** fine shall be levied.
- (c) **Third Violation.** A **ONE HUNDRED (\$100.00) DOLLAR** fine shall be levied.
- (d) **Fourth Violation and Subsequent Violations.** A **TWO HUNDRED (\$200.00) DOLLAR** fine shall be levied.

In addition to such fines, the **Owner**, at the option of the **Board**, shall be subject to the suspension of his voting rights and of his right to use the **Common Areas** for a period not to exceed sixty (60) days per violation.

#### **Section 4. Collection.**

The fines levied pursuant to Section 3 above shall be assessed against the **Owner** similar to the annual **Association** assessments and shall be due and payable to the **Association** on the first day of next following month. Failure to pay the fine when due shall subject the offending **Owner** of his **Lot(s)** to all of the liabilities set forth above in Article V, Section 8.

### **ARTICLE X**

#### **MAINTENANCE OF WETLANDS**

In the event that the **Association** shall at any time fail to maintain the **Common Areas** or the **Wetlands** whether located within the **Lots** described above or not according to the law, the "**Wetland Restrictions**", the requirements of MDEQ, ACE or Township of Chesterfield, the Township of Chesterfield may serve written notice upon the **Association** or upon the **Owners** setting forth the manner of which the **Association** has failed to maintain the **Common Areas** or **Wetland Areas** whether located within the **Lots** described above or not, in reasonable condition, and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and further, shall state the date and place of hearing thereon before the Township Board of Trustees or such other boards, body of officials to whom the Township shall delegate such responsibility, which shall be held within fifteen (15) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of the time within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to prevent the **Common Areas** and **Wetland Areas** from becoming a public nuisance, may enter upon said **Common Areas** and **Wetland Areas** and preserve, repair or maintain same for a period of one (1) year. Said preservation, repair or maintenance by the Township shall not constitute a taking of the **Common Area** or **Wetland Areas** nor vest in the public any additional right to use the same. Before the expiration of said year, the Township shall upon its own initiative, or upon the request of the **Association**, call a public hearing upon notice to the **Association** and the members thereof, at which hearing the **Association** or the **Members** shall show cause why such maintenance, repair or preservation by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall reasonably determine that the **Association** is ready, willing and able to maintain, preserve and repair the **Common Areas** and **Wetland Areas** in reasonable condition, the Township shall cease to maintain, preserve and repair the **Common Areas** and **Wetland Areas** at the end of said year. If the Township shall reasonable determine that the **Association** is not ready, willing and able to maintain,



preserve and repair the **Common Areas** and **Wetland Areas** during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter, the Township may continue to enter upon said **Common Areas** and **Wetland Areas** and maintain, preserve and repair the same. However, should any emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action. The reasonable cost of such maintenance, preservation and repair by the Township shall be charged to the **Association**, and, if not paid, may be assessed equally against all **Owners** within **SECLUDED WOODS SUBDIVISION**, and shall become a lien on said **Owners' Lots**, or at the option of the Township, assessed pursuant to a **Special Assessment District** which may be established for such purpose. In addition, the Township may be subrogated, at its option, to the **Association** as to all of its rights of collection for any lien as may be herein provided.

**ARTICLE XI**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.**

The **Declarant**, the **Association**, and any **Owner** shall each have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this **Declaration**. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

**Section 2. Severability.**

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

**Section 3. Amendment.**

The covenants and restrictions of this **Declaration**, other than those contained above in Article VIII, shall run with and bind the land for a term of twenty (20) years from the date this **Declaration** is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This **Declaration** may be amended during the first twenty (20) year period by a recorded instrument signed by not less than seventy (70%) percent of the **Owners** and thereafter by an instrument signed by not less than sixty (60%) percent of the **Owners**, except that **Declarant**, without the consent, vote, signature or approval of any **Owner**, the **Association** or any **Members** thereof, may, prospectively or retroactively, by instrument recorded in the Macomb County Register of Deeds, modify, restate, waive, repeal, amend, change or replace this **Declaration**, or any or all of the provisions hereof other than **Article VII** and **Article VIII** and **Article X** with respect to any thing or any particular **Lot** or **Lots** located within **The Subdivision**, as **Declarant** in its sole discretion deems necessary or desirable, including without limitation for the purpose of adding residential **Lots** and/or **Common Area** to the **Association** and making this **Declaration** and/or other restrictions apply to such **Lots** and/or **Common Area**. Any amendment of this **Declaration** shall require the approval of the Township of Chesterfield or its successor.

**Declarant's** right to amend, change or replace this **Declaration** shall be permitted in perpetuity, notwithstanding an assignment of **Declarant's** rights and powers pursuant to Section 4 of this Article and notwithstanding the transition of control over the **Association** or its **Board of Directors** from **Declarant** to the **Owners**.

**Section 4. Assignment or Transfer of Rights and Powers.**

**Declarant** hereby reserves the unequivocal right to assign to the **Association** or other party, in whole or in part, from time to time, any and all of the rights and powers, titles, easements and estates hereby reserved or given to **Declarant** herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that **Declarant's** right to amend, change or replace this **Declaration** without the consent of the **Owners** as provided in Section 3 of this Article may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by **Declarant** in connection with the rights, powers, and easements so assigned, and such instrument, when executed by such assignee, shall without further act release said **Declarant** from all obligation, duties and liability in connection therewith.

**Section 5. Deviations by Agreement with Developer.**

**Declarant** hereby reserves the right at any time to enter into agreements with the **Owner** of any **Lot** or **Lots**, without the consent of **Owners** of other **Lots** or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this **Declaration** provided there are practical difficulties or particular hardships evidenced by the **Lot Owner**. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining **Lots**.

**Section 6. Transition of Association Board of Directors.**

The Association By-Laws shall provide that the **Board of Directors** of the **Association** may, at the **Declarant's** option, be appointed by the **Declarant** until the **Transfer Date** described above in subsection 2.(d) of Article IV, and thereafter shall be elected by the **Owners**. In the event that **Declarant** no longer desires to appoint the **Board of Directors** and the **Owners** are unwilling or unable to elect a **Board of Directors** who desire to serve as **Directors**, the **Declarant** reserves the right to grant to the Management Agent of the **Association** or to such other designee chosen by **Declarant** the right to appoint a **Board of Directors** composed of either **Owners** or non-**Owners**, or some combination thereof. The fee charged by the Management Agent or other designee and by the **Directors** shall be paid directly by the **Association**. The right of the Management Agent or other designee to appoint the **Board of Directors** shall continue until the first annual meeting at which the **Owners** are willing and able to elect a **Board of Directors** of **Owners** who desire to serve as **Directors**.

**Section 7. Liability of Board Members.**

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

IN WITNESS WHEREOF, the undersigned, being all of the parties with an ownership interest in the Lots in The Subdivision have caused these presents to be executed on this 18 day of march, 2005

IN THE PRESENCE OF:

**BRANDENBURG INVESTMENTS, L.L.C.**  
A Michigan limited liability company

*Gary Gendernalik*  
Gary Gendernalik

BY: *Paul Esposito*  
Paul Esposito  
It's Member

*Louis Piccariello*  
Louis Piccariello

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this 18 day of march, 2005 by Paul Esposito, Member of **BRANDENBURG INVESTMENTS, L.L.C.**, a Michigan limited liability company.

*Gary Gendernalik*  
Gary Gendernalik Notary Public  
Macomb County, Michigan  
My Commission Expires: 11-04-07  
Acting in Macomb County

**THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:**

**GASPER J. GAMMICCHIA**  
42850 Garfield, Suite 101  
Clinton Township, MI 48038

## SECLUDED WOODS SUBDIVISION

PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23 T.3N. R.14E. CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 23, THENCE N.89°25'10"W. 2143.04 FT. ALONG THE EAST-WEST 1/4 LINE, ALSO BEING THE SOUTHERLY LINE OF "HELMAN'S NEW BALTIMORE SUBDIVISION" AS RECORDED IN LIBER 35 PAGE 37 AND THE NORTHERLY LINE OF "SUPERVISORS PLAT NO. 15" AS RECORDED IN LIBER 18 PAGE 21, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE N.89°25'10"W. 505.45 FT. TO THE CENTER POST OF SAID SECTION 23, THENCE CONTINUING ALONG SAID LINE N.89°02'23"W. 1175.67 FT.; THENCE N.49°48'38"E. 2003.65 FT. ALONG A LINE COMMON TO BELLE FONTAINE SUBDIVISION NO. 1, AS RECORDED IN LIBER 68 PAGE 35, BELLE FONTAINE SUBDIVISION NO. 2, AS RECORDED IN LIBER 69 PAGE 13 AND BELLE FONTAINE SUBDIVISION NO. 3, AS RECORDED IN LIBER 69 PAGE 33; THENCE S.89°41'00"E. 150.30 FT. TO THE EAST LINE OF EDITH STREET (60 FT. WIDE) ALSO BEING THE EAST LINE OF LAKEWOOD SUBDIVISION, AS RECORDED IN LIBER 68 PAGE 3; THENCE ALONG SAID LINE S.00°00'00"E. 497.61 FT.; THENCE N.90°00'00"W. 130.00 FT.; THENCE S.00°00'00"E. 300.00 FT.; THENCE N.90°00'00"E. 130.00 FT. TO THE EAST LINE OF EDITH STREET (60 FT. WIDE) ALSO BEING THE EAST LINE OF HELMAN'S NEW BALTIMORE SUBDIVISION, AS RECORDED IN LIBER 35 PAGE 37; THENCE ALONG SAID LINE S.00°00'00"E. 519.37 FT. TO THE POINT OF BEGINNING. CONTAINING 26.81 ACRES OF LAND, 59 LOTS NUMBERED 1 THRU 59 INCLUSIVE AND FOUR PRIVATE PARKS.

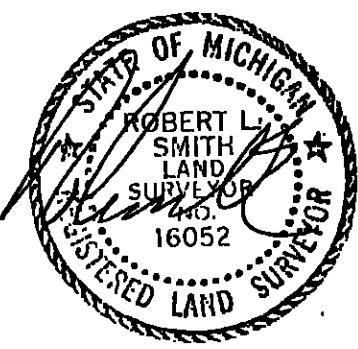
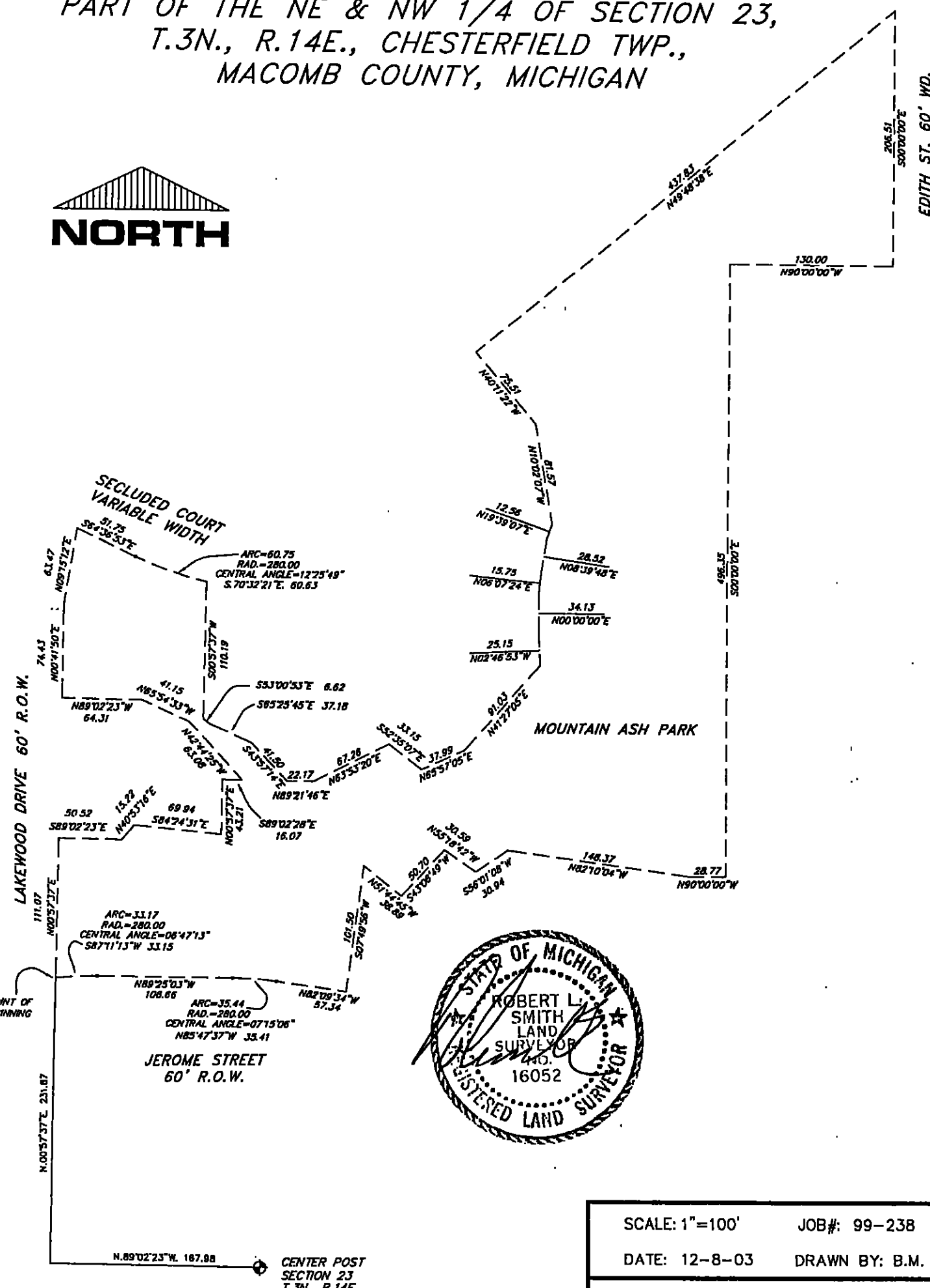
Liber 016519 Page 00141

EXHIBIT A

# EXHIBIT B-1

## MOUNTAIN ASH PARK

PART OF THE NE & NW 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP.,  
MACOMB COUNTY, MICHIGAN



SCALE: 1"=100'      JOB#: 99-238  
DATE: 12-8-03      DRAWN BY: B.M.

LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 NINETEEN MILE RD., STE. 3  
CLINTON TOWNSHIP, MICHIGAN 48038  
(586) 412-7050  
FAX: (586) 412-7114

REVISIONS

# EXHIBIT B-1

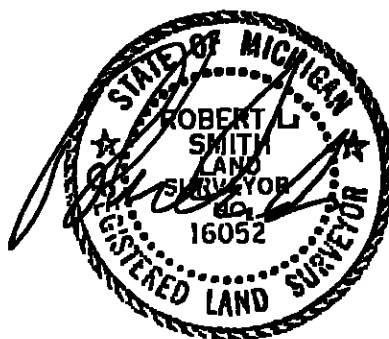
## MOUNTAIN ASH PARK

PART OF THE NE & NW 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP.,  
MACOMB COUNTY, MICHIGAN

### LEGAL DESCRIPTION—OPEN SPACE—MOUNTAIN ASH PARK

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

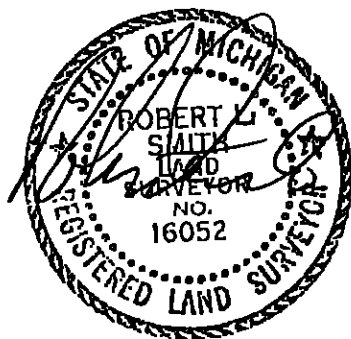
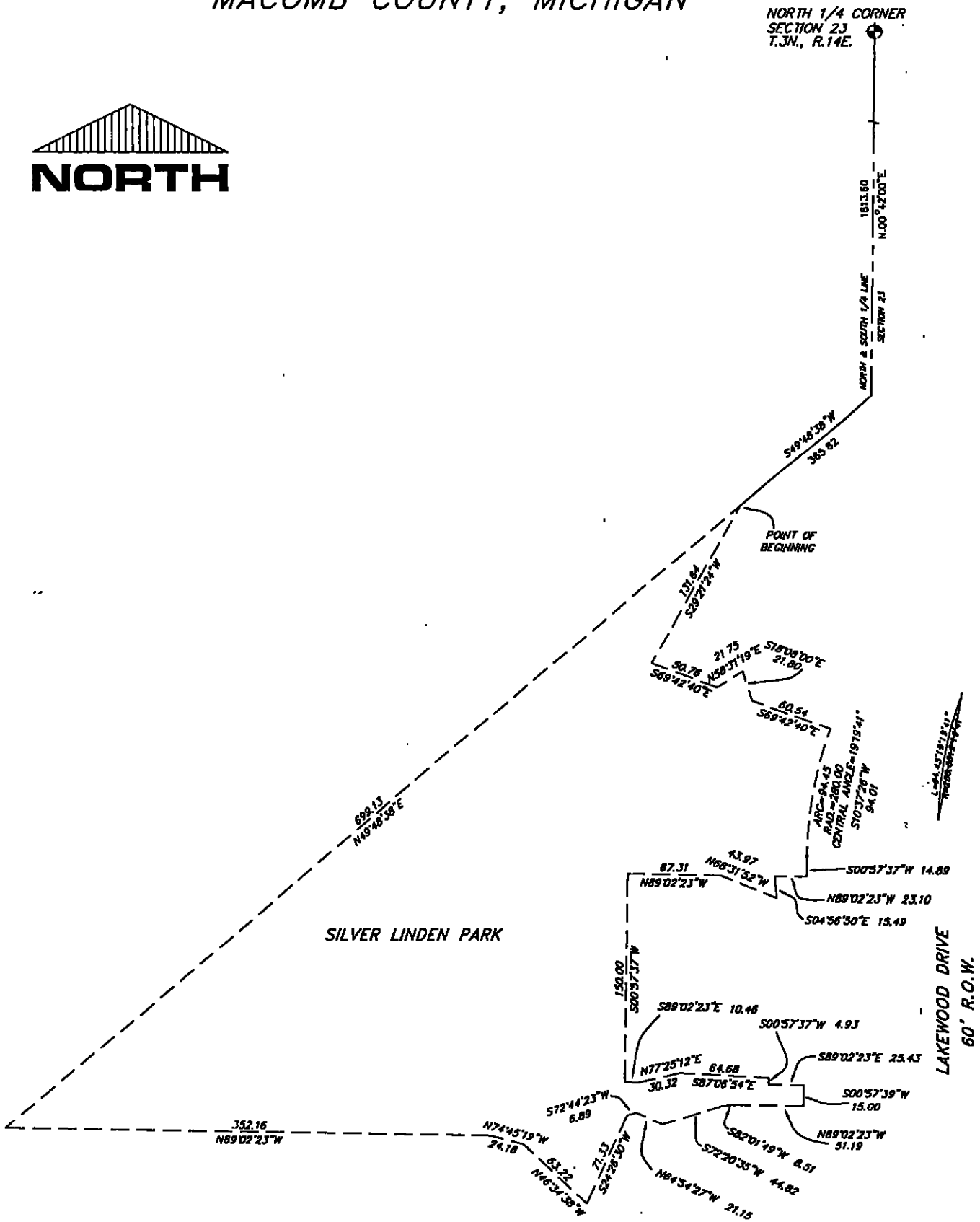
COMMENCING AT THE CENTER POST OF SAID SECTION 23, N.89°02'23"W. 167.98 FT. AND N.00°57'37"E. 231.87 FT. TO THE POINT OF BEGINNING; THENCE N.00°57'37"E. 111.07 FT.; THENCE S.89°02'23"E. 50.52 FT.; THENCE N.40°53'16"E. 15.22 FT.; THENCE S.82°24'31"E. 69.94 FT.; THENCE N.00°57'37"E. 43.21 FT.; THENCE S.89°02'28"E. 16.07 FT.; THENCE N.42°44'25"W. 63.08 FT.; THENCE N.65°54'33"W. 41.15 FT.; THENCE N.89°02'23"W. 64.31 FT.; THENCE N.00°41'50"E. 74.43 FT.; THENCE N.09°15'12"E. 63.47 FT.; THENCE S.64°36'53"E. 51.75 FT.; THENCE 60.75 FT. ALONG AN ARC OF A CURVE TO THE LEFT, RAD.=280.00 FT., CENT. ANG.=12°25'49", CH. AND DIST.=S.70°32'21"E. 60.63 FT.; THENCE S.00°57'37"W. 110.19 FT.; THENCE S.53°00'53"E. 6.62 FT.; THENCE S.65°25'45"E. 37.18 FT. THENCE S.43°57'14"E. 41.50 FT.; THENCE N.89°21'46"E. 22.17 FT.; THENCE N.63°53'20"E. 67.26 FT.; THENCE S.52°35'07"E. 33.15 FT. N.65°57'05"E. 37.99 FT.; THENCE N.41°27'05"E. 91.03 FT.; THENCE N.02°46'53"W. 25.15 FT.; THENCE N.00°00'00"E. 34.13 FT.; THENCE N.06°07'24"E. 15.75 FT.; THENCE N.08°39'48"E. 28.52 FT.; THENCE N.19°39'07"E. 12.56 FT.; THENCE N.10°02'07"W. 81.57 FT.; THENCE N.40°11'22"W. 75.51 FT.; THENCE N.49°48'38"E. 437.83 FT.; THENCE S.00°00'00"E. 206.51 FT.; THENCE N.90°00'00"W. 130.00 FT.; THENCE S.00°00'00"E. 496.35 FT.; THENCE N.90°00'00"W. 28.77 FT.; THENCE N.82°10'04"W. 148.37 FT.; THENCE S.56°01'08"W. 30.94 FT.; THENCE N.55°18'42"W. 30.59 FT.; THENCE S.43°06'49"W. 50.70 FT.; THENCE N.51°44'45"W. 38.89 FT.; THENCE S.07°49'56"W. 101.50 FT.; THENCE N.82°10'04"W. 57.34 FT.; THENCE 35.44 FT. ALONG AN ARC OF A CURVE TO THE LEFT, RAD.=280.00 FT., CENT. ANG.=07°15'06", CH. AND DIST.=N.85°47'37"W. 35.41 FT.; THENCE N.89°25'03"W. 108.66 FT.; THENCE 33.17 FT. ALONG AN ARC OF A CURVE TO THE LEFT, RAD.=280.00 FT., CENT. ANG.=06°47'13", CH. AND DIST.= S.87°11'13"W. 33.15 FT. TO THE POINT OF BEGINNING.




# EXHIBIT B-2

## SILVER LINDEN PARK

PART OF THE NE & NW 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP.,  
MACOMB COUNTY, MICHIGAN



SCALE: 1"=100'	JOB#: 99-238
DATE: 12-8-03	DRAWN BY: B.M.
 <b>LEHNER ASSOCIATES, INC.</b> PROFESSIONAL ENGINEERS & SURVEYORS 17001 NINETEEN MILE RD., STE. 3 CLINTON TOWNSHIP, MICHIGAN 48038 (586) 412-7050 FAX: (586) 412-7114	

REVISIONS

# EXHIBIT B-2

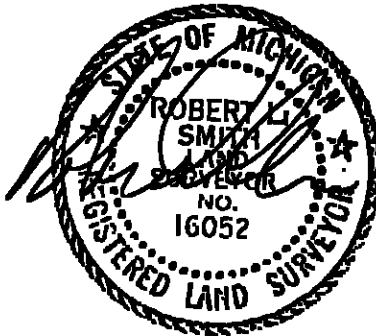
## SILVER LINDEN PARK

*PART OF THE NE & NW 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP.,  
MACOMB COUNTY, MICHIGAN*

### LEGAL DESCRIPTION--OPEN SPACE--SILVER LINDEN PARK

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 23, THENCE S.00°42'00"W. 1613.60 FT. ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 23, AND S.49°48'36"W. 365.82 FT. TO THE POINT OF BEGINNING, THENCE S.29°21'24"W. 131.64 FT.; THENCE S.69°42'40"E. 50.76 FT.; THENCE N.58°31'19"E. 21.75 FT. THENCE S.18°08'00"E. 21.80 FT.; THENCE S.69°42'40"E. 60.54 FT.; THENCE 94.45 FT. ALONG AN ARC OF A CURVE TO THE LEFT, RAD.=280.00 FT. CENT. ANG.=19°19'41", CH. AND DIST.=S.10°37'26"W. 94.01 FT.; THENCE S.00°57'37"W. 14.89 FT.; THENCE N.89°02'23"W. 23.10 FT.; THENCE S.04°56'50"E. 15.49 FT.; THENCE N.68°31'52"W. 43.97 FT.; THENCE N.89°02'23"W. 67.31 FT.; THENCE S.00°57'37"W. 150.00 FT.; THENCE S.89°02'23"E. 10.46 FT.; THENCE N.77°25'12"E. 30.32 FT.; THENCE S.87°06'54"E. 64.68 FT.; THENCE S.00°57'37"W. 4.93 FT.; THENCE S.89°02'23"E. 25.43 FT.; THENCE S.00°57'39"W. 15.00 FT.; THENCE N.89°02'23"W. 51.19 FT.; THENCE S.82°01'49"W. 8.51 FT.; THENCE S.72°20'35"W. 44.82 FT.; THENCE N.64°54'27"W. 21.15 FT.; THENCE S.72°44'23"W. 6.89 FT.; THENCE S.24°26'30"W. 71.33 FT.; THENCE N.46°34'38"W. 63.22 FT.; THENCE N.74°45'19"W. 24.18 FT.; THENCE N.89°02'23"W. 352.16 FT.; THENCE N.49°48'38"E. 699.13 FT. TO THE POINT OF BEGINNING







# EXHIBIT B-3

## DOGWOOD PARK

*PART OF THE NE & NW 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP.,  
MACOMB COUNTY, MICHIGAN*

### LEGAL DESCRIPTION-OPEN SPACE-DOGWOOD PARK

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

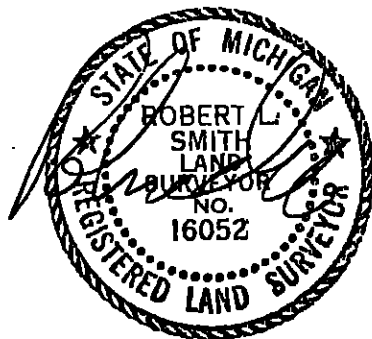
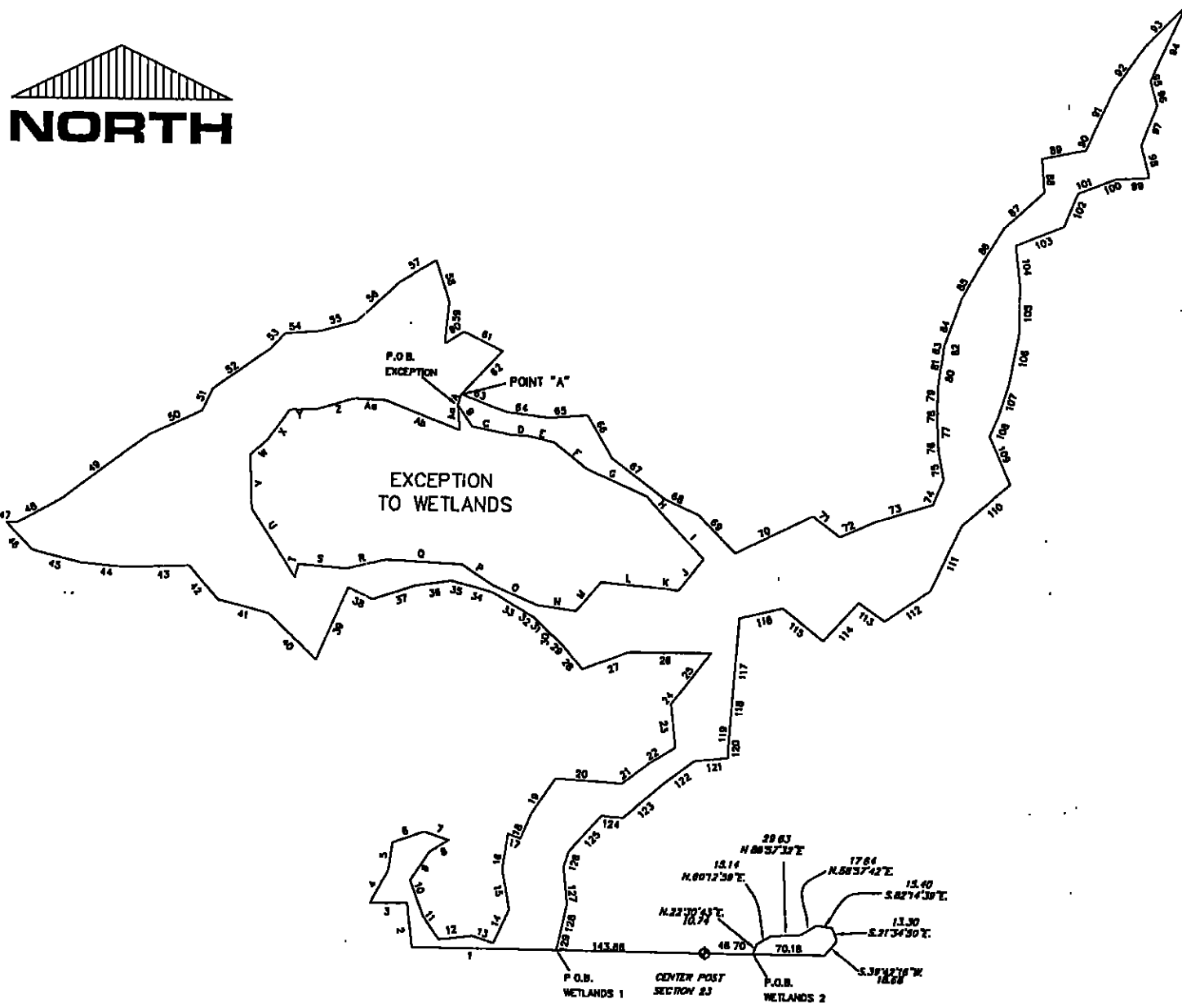
BEGINNING AT THE CENTER POST OF SAID SECTION 23, N.89°02'23"W. 334.39 FT.; THENCE N.00°57'37"E. 133.22 FT.; THENCE 54.44 FT. ALONG AN ARC OF A CURVE TO THE LEFT, RAD.=280.00 FT., CENT. ANG.=11°08'26", CH. AND DIST.=N.81°29'16"E. 54.36 FT.; THENCE N.75°55'08"E. 4.85 FT.; THENCE S.00°57'37"W. 34.22 FT.; THENCE N.71°11'50"E. 1.25 FT.; THENCE S.71°59'09"E. 25.35 FT.; THENCE S.60°23'12"W. 21.36 FT.; THENCE S.34°02'11"W. 12.86 FT.; THENCE S.00°57'37"W. 47.85 FT.; THENCE S.20°25'20"E. 4.04 FT.; THENCE S.35°19'45"E. 19.03 FT.; THENCE S.89°02'23"E. 62.56 FT.; THENCE N.25°38'16"E. 25.53 FT.; THENCE N.10°01'08"W. 39.57 FT.; THENCE N.09°29'48"E. 34.09 FT.; THENCE S.71°58'10"E. 2.57 FT.; THENCE N.00°57'34"E. 57.91 FT.; THENCE 56.30 FT. ALONG AN ARC TO THE RIGHT, RAD.=220.00 FT.; CENT. ANG.=14°39'44", CH. AND DISTANCE= N.83°14'58"E. 56.15 FT.; THENCE S.89°25'01"E. 81.76 FT.; THENCE S.00°34'50"W. 130.00 FT.; THENCE S.89°25'09"E. 32.60 FT.; THENCE S.82°10'04"E. 355.98 FT.; THENCE N.89°25'12"W. 334.14 FT. TO THE POINT OF BEGINNING.



# EXHIBIT C

## ALL WETLANDS

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



SCALE: 1"=200'      JOB#: 99-238  
 DATE: 12-8-03      DRAWN BY: B.M.

LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
 17001 NINETEEN MILE RD., STE. 3  
 CLINTON TOWNSHIP, MICHIGAN 48038  
 (586) 412-7050  
 FAX: (586) 412-7114

Liber 016519 Page 00148

REVISIONS

# EXHIBIT C

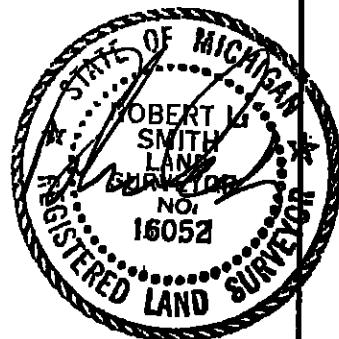
## ALL WETLANDS DESCRIPTIONS

### LEGAL DESCRIPTION

PART OF THE NE. & NW. 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP., MACOMB COUNTY,  
MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a point 143.88 feet N.89°02'23"W. from the  
CENTER POST of SECTION 23, T.3N., R.14E.

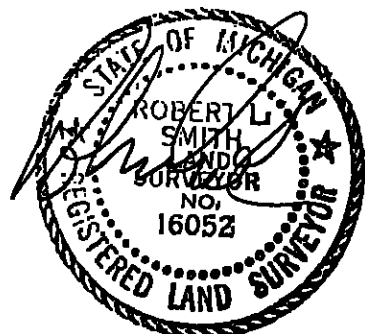
1. thence N.89°02'23"W., a distance of 140.91 feet;
2. thence N.06°52'09"W., a distance of 41.72 feet;
3. thence S.89°59'23"W., a distance of 35.92 feet;
4. thence N.28°40'58"E., a distance of 36.40 feet;
5. thence N.09°10'38"E., a distance of 26.76 feet;
6. thence N.71°11'50"E., a distance of 32.34 feet;
7. thence S.71°59'09"E., a distance of 25.35 feet;
8. thence S.60°23'12"W., a distance of 21.36 feet;
9. thence S.34°02'11"W., a distance of 34.30 feet;
10. thence S.20°25'20"E., a distance of 36.14 feet;
11. thence S.35°19'45"E., a distance of 27.24 feet;
12. thence N.83°41'45"E., a distance of 32.98 feet;
13. thence S.72°19'21"E., a distance of 21.89 feet;
14. thence N.25°38'16"E., a distance of 35.16 feet;
15. thence N.10°01'08"W., a distance of 39.57 feet;
16. thence N.09°29'48"E., a distance of 34.09 feet;
17. thence S.71°58'10"E., a distance of 12.75 feet;
18. thence N.23°57'40"E., a distance of 25.71 feet;
19. thence N.34°47'55"E., a distance of 40.86 feet;
20. thence S.85°53'18"E., a distance of 64.47 feet;
21. thence N.53°20'25"E., a distance of 33.07 feet;
22. thence N.58°11'52"E., a distance of 29.42 feet;
23. thence N.05°39'48"W., a distance of 43.43 feet;
24. thence N.38°09'43"E., a distance of 18.97 feet;
25. thence N.37°52'20"E., a distance of 44.13 feet;
26. thence N.89°56'54"W., a distance of 81.04 feet;
27. thence S.69°56'13"W., a distance of 46.73 feet;
28. thence N.40°50'04"W., a distance of 31.34 feet;
29. thence N.46°32'46"W., a distance of 12.90 feet;
30. thence S.03°09'05"W., a distance of 0.93 feet;
31. thence N.43°22'34"W., a distance of 12.86 feet;
32. thence N.47°57'26"W., a distance of 12.76 feet;
33. thence N.59°30'49"W., a distance of 45.52 feet;
34. thence N.73°59'55"W., a distance of 21.51 feet;
35. thence N.76°17'49"W., a distance of 20.51 feet;
36. thence S.82°01'49"W., a distance of 34.59 feet;
37. thence S.72°20'35"W., a distance of 44.82 feet;
38. thence N.64°54'27"W., a distance of 26.29 feet;
39. thence S.24°26'30"W., a distance of 75.97 feet;
40. thence N.46°34'38"W., a distance of 63.81 feet;
41. thence N.75°25'32"W., a distance of 50.53 feet;
42. thence N.41°49'34"W., a distance of 42.43 feet;
43. thence S.88°06'42"W., a distance of 62.26 feet;
44. thence N.84°45'41"W., a distance of 42.31 feet;
45. thence N.76°17'34"W., a distance of 48.67 feet;
46. thence N.44°05'23"W., a distance of 37.12 feet;
47. thence S.88°17'51"E., a distance of 10.78 feet;
48. thence N.61°31'51"E., a distance of 50.18 feet;



# EXHIBIT C

## ALL WETLANDS

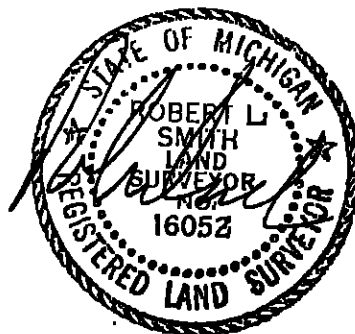
49. thence N.52°59'03"E., a distance of 104.22 feet;
50. thence N.64°38'34"E., a distance of 55.59 feet;
51. thence N.25°28'21"E., a distance of 23.58 feet;
52. thence N.55°34'39"E., a distance of 66.78 feet;
53. thence N.43°03'11"E., a distance of 21.76 feet;
54. thence N.85°43'27"E., a distance of 34.70 feet;
55. thence N.73°54'17"E., a distance of 36.11 feet;
56. thence N.47°41'53"E., a distance of 56.64 feet;
57. thence N.58°31'19"E., a distance of 41.93 feet;
58. thence S.18°08'00"E., a distance of 42.22 feet;
59. thence S.06°11'45"W., a distance of 41.41 feet;
60. thence N.57°42'50"E., a distance of 22.54 feet;
61. thence S.63°29'19"E., a distance of 42.48 feet;
62. thence S.44°34'15"W., a distance of 57.27 feet; TO POINT "A"
63. thence S.69°23'57"E., a distance of 48.14 feet;
64. thence S.82°48'39"E., a distance of 40.59 feet;
65. thence N.86°13'46"E., a distance of 38.26 feet;
66. thence S.29°24'13"E., a distance of 48.30 feet;
67. thence S.53°00'53"E., a distance of 63.87 feet;
68. thence S.65°25'45"E., a distance of 37.18 feet;
69. thence S.43°57'14"E., a distance of 51.52 feet;
70. thence N.63°53'20"E., a distance of 84.20 feet;
71. thence S.52°35'07"E., a distance of 33.15 feet;
72. thence N.65°57'05"E., a distance of 37.99 feet;
73. thence N.73°08'02"E., a distance of 58.03 feet;
74. thence N.23°22'24"E., a distance of 25.83 feet;
75. thence N.11°16'47"W., a distance of 28.73 feet;
76. thence N.02°51'58"W., a distance of 11.20 feet;
77. thence N.02°23'21"W., a distance of 13.44 feet;
78. thence North, a distance of 34.12 feet;
79. thence N.06°07'24"E., a distance of 15.75 feet;
80. thence N.09°52'42"E., a distance of 13.06 feet;
81. thence N.07°46'30"E., a distance of 12.42 feet;
82. thence North, a distance of 1.68 feet;
83. thence N.15°37'22"E., a distance of 1.39 feet;
84. thence N.19°39'07"E., a distance of 48.91 feet;
85. thence N.29°01'51"E., a distance of 39.86 feet;
86. thence N.30°09'04"E., a distance of 41.96 feet;
87. thence N.47°25'15"E., a distance of 51.63 feet;
88. thence N.03°51'24"W., a distance of 32.86 feet;
89. thence N.78°10'47"E., a distance of 43.10 feet;
90. thence N.23°23'44"E., a distance of 28.82 feet;



# EXHIBIT C

## ALL WETLANDS

91. thence N.24°16'57"E., a distance of 36.84 feet;
92. thence N.35°31'59"E., a distance of 51.34 feet;
93. thence N.43°24'46"E., a distance of 57.19 feet;
94. thence S.24°40'02"W., a distance of 81.75 feet;
95. thence S.14°12'39"E., a distance of 9.17 feet;
96. thence S.15°47'18"E., a distance of 15.90 feet;
97. thence S.20°53'08"W., a distance of 42.61 feet;
98. thence S.14°36'42"E., a distance of 31.80 feet;
99. thence S.86°50'42"W., a distance of 32.40 feet;
100. thence S.66°49'42"W., a distance of 18.75 feet;
101. thence S.69°27'03"W., a distance of 19.92 feet;
102. thence S.22°22'14"W., a distance of 35.32 feet;
103. thence S.67°18'55"W., a distance of 50.01 feet;
104. thence S.06°17'08"E., a distance of 43.37 feet;
105. thence S.01°02'16"W., a distance of 45.29 feet;
106. thence S.10°41'31"W., a distance of 47.25 feet;
107. thence S.17°43'34"W., a distance of 34.96 feet;
108. thence S.22°51'55"W., a distance of 21.08 feet;
109. thence S.23°29'01"E., a distance of 51.19 feet;
110. thence S.48°56'16"W., a distance of 60.88 feet;
111. thence S.25°29'38"W., a distance of 69.76 feet;
112. thence S.56°01'08"W., a distance of 53.71 feet;
113. thence N.55°18'42"W., a distance of 30.59 feet;
114. thence S.43°06'49"W., a distance of 50.70 feet;
115. thence N.51°44'45"W., a distance of 50.27 feet;
116. thence S.76°51'57"W., a distance of 43.33 feet;
117. thence S.04°39'11"W., a distance of 72.53 feet;
118. thence S.04°45'46"W., a distance of 20.03 feet;
119. thence S.04°52'20"W., a distance of 30.04 feet;
120. thence S.00°34'17"E., a distance of 13.94 feet;
121. thence S.83°42'50"W., a distance of 33.31 feet;
122. thence S.53°40'34"W., a distance of 39.23 feet;
123. thence S.49°46'15"W., a distance of 49.06 feet;
124. thence N.84°18'37"W., a distance of 21.02 feet;
125. thence S.43°16'59"W., a distance of 45.87 feet;
126. thence S.17°33'47"W., a distance of 16.58 feet;
127. thence S.05°26'58"E., a distance of 35.89 feet;
128. thence S.13°13'37"W., a distance of 41.15 feet;
129. thence S.10°10'23"W., a distance of 3.29 feet to the POINT OF BEGINNING. Containing 4.4994 acres, more or less.



# EXHIBIT C

## LEGAL DESCRIPTION OF EXCEPTION TO WETLANDS 1

COMMENCING at POINT "A" from above description; thence  
A. S.18°24'00"W. 10.94 feet to the POINT OF BEGINNING; thence  
B. S.34°01'32"E., a distance of 25.17 feet; thence  
C. S.77°56'40"E., a distance of 39.17 feet; thence  
D. S.86°27'38"E., a distance of 17.06 feet; thence  
E. S.76°21'58"E., a distance of 25.24 feet; thence  
F. S.51°34'49"E., a distance of 41.41 feet; thence  
G. S.65°54'33"E., a distance of 64.30 feet; thence  
H. S.42°25'22"E., a distance of 40.18 feet; thence  
I. S.43°17'49"E. a distance of 41.53 feet; thence  
J. S.38°43'03"W., a distance of 38.50 feet; thence  
K. N.83°08'36"W., a distance of 10.99 feet; thence  
L. N.84°30'57"W. a distance of 64.48 feet; thence  
M. S.40°53'16"W., a distance of 36.98 feet; thence  
N. N.82°02'19"W., a distance of 38.11 feet; thence  
O. N.66°30'24"W., a distance of 47.34 feet; thence  
P. N.57°22'43"W., a distance of 36.28 feet; thence  
Q. N.87°06'54"W., a distance of 74.24 feet; thence  
R. S.77°25'12"W., a distance of 40.32 feet; thence  
S. N.85°08'28"W., a distance of 46.14 feet; thence  
T. S.17°00'17"W., a distance of 12.85 feet; thence  
U. N.32°56'46"W., a distance of 77.92 feet; thence  
V. N.02°06'09"W., a distance of 51.41 feet; thence  
W. N.47°54'44"E., a distance of 21.33 feet; thence  
X. N.35°34'23"E., a distance of 38.00 feet; thence  
Y. N.87°58'35"E., a distance of 26.62 feet; thence  
Z. N.73°58'09"E., a distance of 38.29 feet; thence  
Aa. S.87°02'06"E., a distance of 30.51 feet; thence  
Ab. S.68°31'52"E., a distance of 77.62 feet; thence  
Ac. N.04°56'50"W., a distance of 24.74 feet to the  
POINT OF BEGINNING.

## LEGAL DESCRIPTION WETLANDS 2

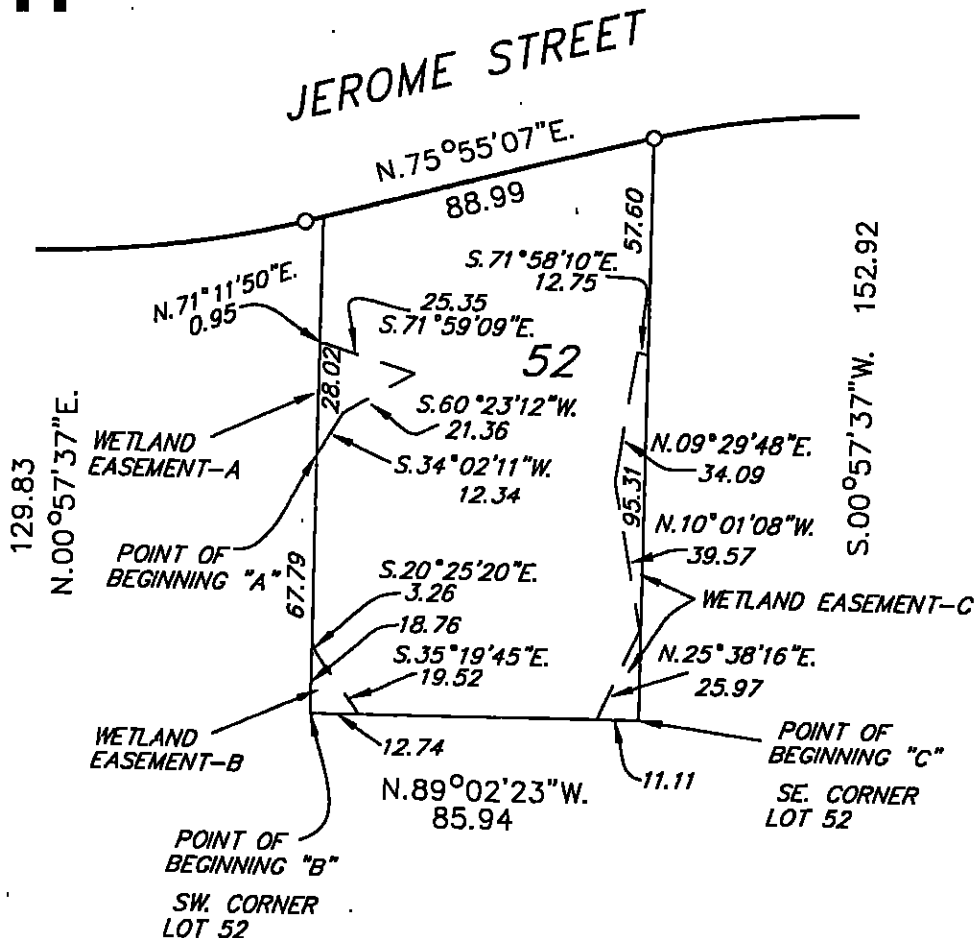
PART OF THE NE. & NW. 1/4 OF SECTION 23,  
T.3N., R.14E., CHESTERFIELD TWP., MACOMB COUNTY,  
MICHIGAN MORE PARTICULARLY DESCRIBD AS FOLLOWS;  
COMMENCING at the CENTER POST of SECTION 23, T3N., R.14E. thence  
S.89°25'10"E. a distance of 46.70 feet to the POINT OF BEGINNING;  
thence N.22°30'43"E., a distance of 10.74 feet; thence N.60°12'59"E., a  
distance of 15.14 feet; thence N.86°57'32"E., a distance of 29.63 feet;  
thence N.58°57'42"E., a distance of 17.64 feet; thence S.82°14'39"E., a  
distance of 15.40 feet; thence S.21°34'50"E., a distance of 13.30 feet;  
thence S.39°42'16"W., a distance of 18.68 feet; thence N.89°25'10"W., a  
distance of 70.18 feet to the POINT OF BEGINNING.



# EXHIBIT D-1

## LOT 52

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 52

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### EASEMENT "A"

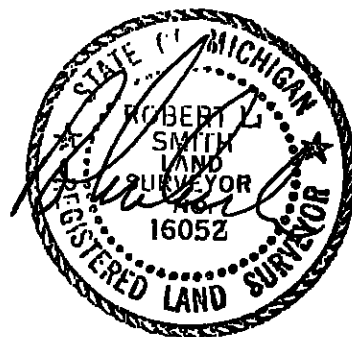
COMMENCING AT THE SW. CORNER OF LOT 52; THENCE N.00°57'37"E. 67.79 FT.; THENCE N.00°57'37"E. 28.02 FT.; THENCE N.71°59'09"E. 25.35 FT.; THENCE S.60°23'12"W. 21.36 FT.; THENCE S.34°02'11"W. 12.34 FT. TO THE POINT OF BEGINNING.

#### EASEMENT "B"

BEGINNING AT THE SW. CORNER OF LOT 52; THENCE N.00°57'37"E. 18.76 FT.; THENCE S.20°25'20"E. 3.26 FT.; THENCE S.35°19'45"E. 19.52 FT.; THENCE N.89°02'23"W. 12.74 FT. TO THE POINT OF BEGINNING.

#### EASEMENT "C"

BEGINNING AT THE SE. CORNER OF LOT 52; THENCE N.89°02'23"W. 11.11 FT.; THENCE N.25°38'16"E. 25.97 FT.; THENCE N.10°01'08"W. 39.57 FT.; THENCE N.09°29'48"E. 34.09 FT.; THENCE S.71°58'10"E. 12.75 FT.; THENCE S.00°57'37"W. 95.31 FT. TO THE POINT OF BEGINNING.



SCALE: 1"=50'      JOB#: 99-238

DATE: 12-8-03      DRAWN BY: B.M.



LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
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REVISIONS



# EXHIBIT D-1

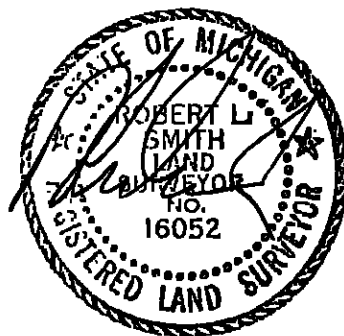
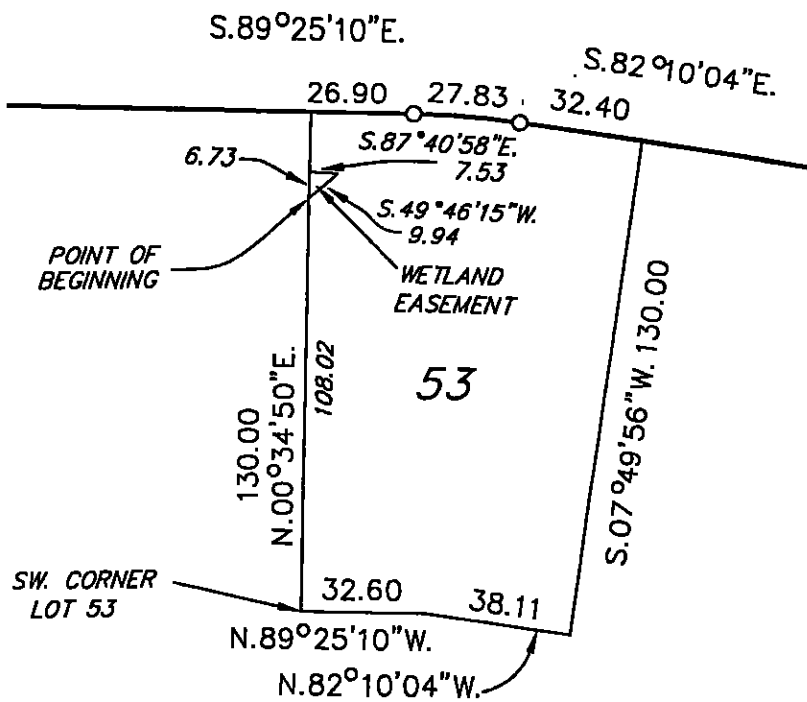
## LOT 53

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



JEROME STREET



### WETLANDS EASEMENT OVER LOT 53

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW. CORNER OF LOT 53; THENCE N.00°34'50"E. 108.02 FT. TO THE POINT OF BEGINNING; THENCE N.00°34'50"E. 6.73 FT.; THENCE S.87°40'58"E. 7.53 FT.; THENCE S.49°46'15"W. 9.94 FT. TO THE POINT OF BEGINNING.

Liber 016519 Page 00154

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



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 CLINTON TOWNSHIP, MICHIGAN 48038  
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 FAX: (586) 412-7114

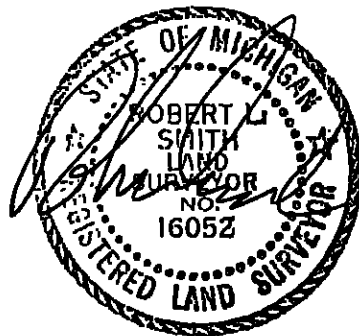
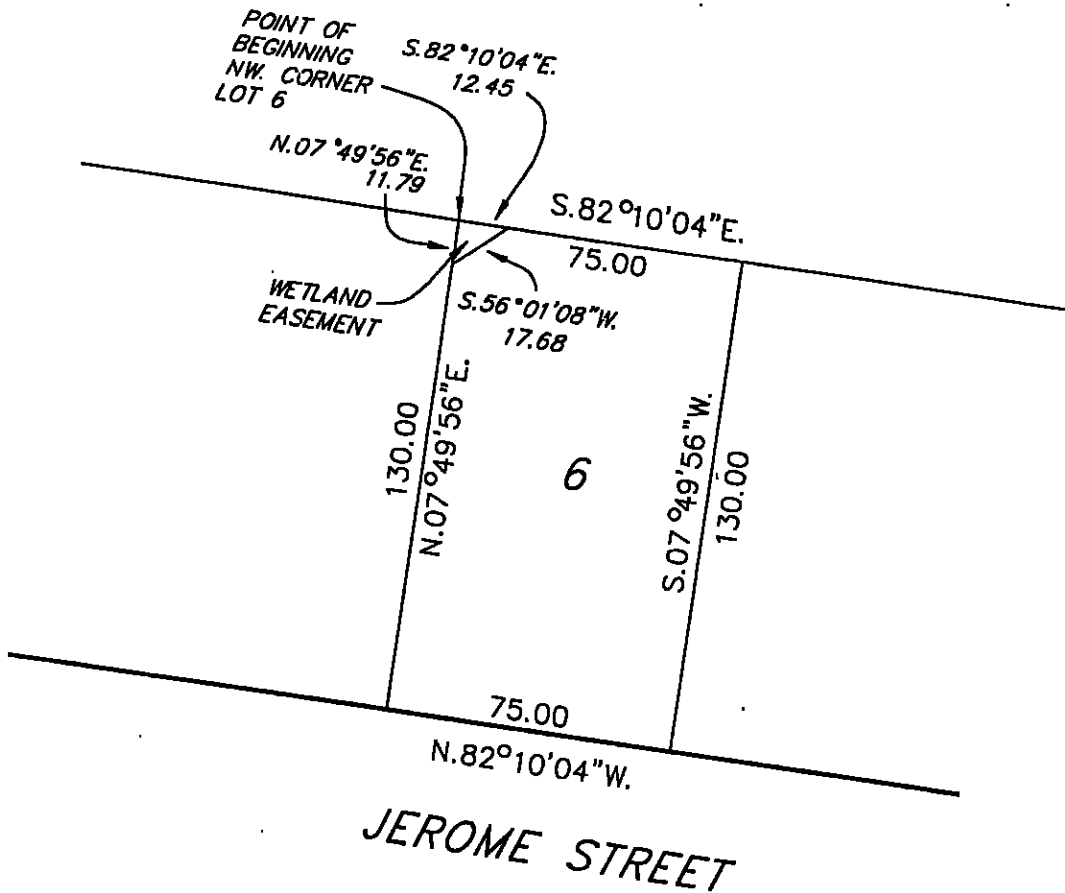
REVISIONS

# EXHIBIT D-1

## LOT 6

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 6

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW. CORNER OF LOT 6; THENCE S.82°10'04"E. 12.45 FT.; THENCE S.56°01'08"W. 17.68 FT.; THENCE N.07°49'56"E. 11.79 FT. TO THE POINT OF BEGINNING.

Liber 016519 Page 00155

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



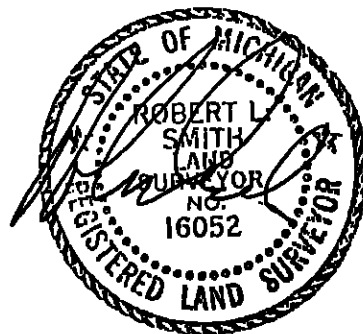
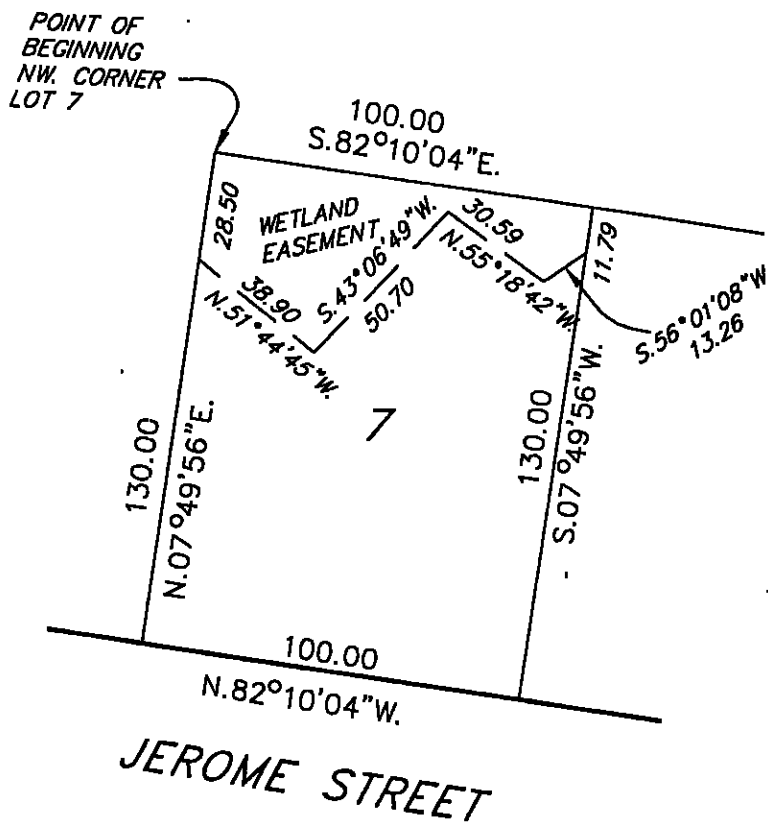
LEHNER ASSOCIATES, INC.  
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 (586) 412-7050  
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REVISIONS

# EXHIBIT D-1 LOT 7

OF SECLUDED WOODS SUBDIVISION  
PART OF THE N.E. 1/4 & N.W. 1/4 OF  
FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 7

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW. CORNER OF LOT 7; THENCE S.82°10'04"E. 100.00 FT.; THENCE S.07°49'56"W. 11.79 FT.; THENCE S.56°01'08"W. 13.26 FT.; THENCE N.55°18'42"W. 30.59 FT.; THENCE S.43°06'49"W. 50.70 FT.; THENCE N.51°44'45"W. 38.90 FT.; THENCE N.07°49'56"E. 28.50 FT. TO THE POINT OF BEGINNING

Liber 016519 Page 00156

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



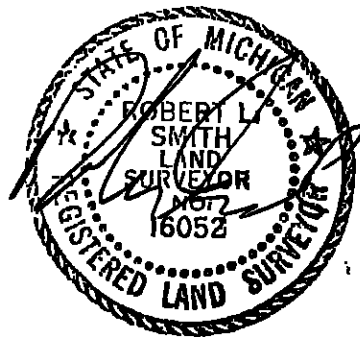
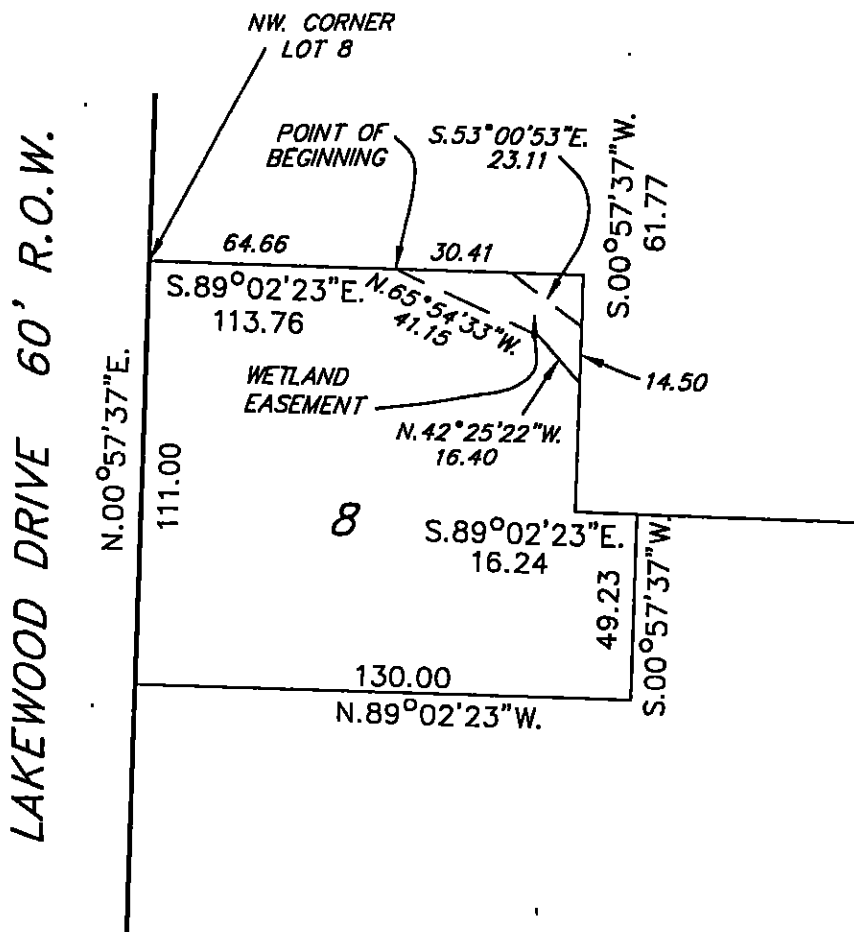
LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 NINETEEN MILE RD., STE. 3  
CLINTON TOWNSHIP, MICHIGAN 48038  
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FAX: (586) 412-7114

REVISIONS

# EXHIBIT D-1

## LOT 8

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 8

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW. CORNER OF LOT 8; THENCE S.89°02'23"E. 64.66 FT. TO THE POINT OF BEGINNING; THENCE S.89°02'23"W. 30.41 FT.; THENCE S.53°00'53"E. 23.11 FT.; THENCE S.00°57'37"W. 14.50 FT.; THENCE N.42°25'22"W. 16.40 FT.; THENCE N.65°54'33"W. 41.15 FT. TO THE POINT OF BEGINNING

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



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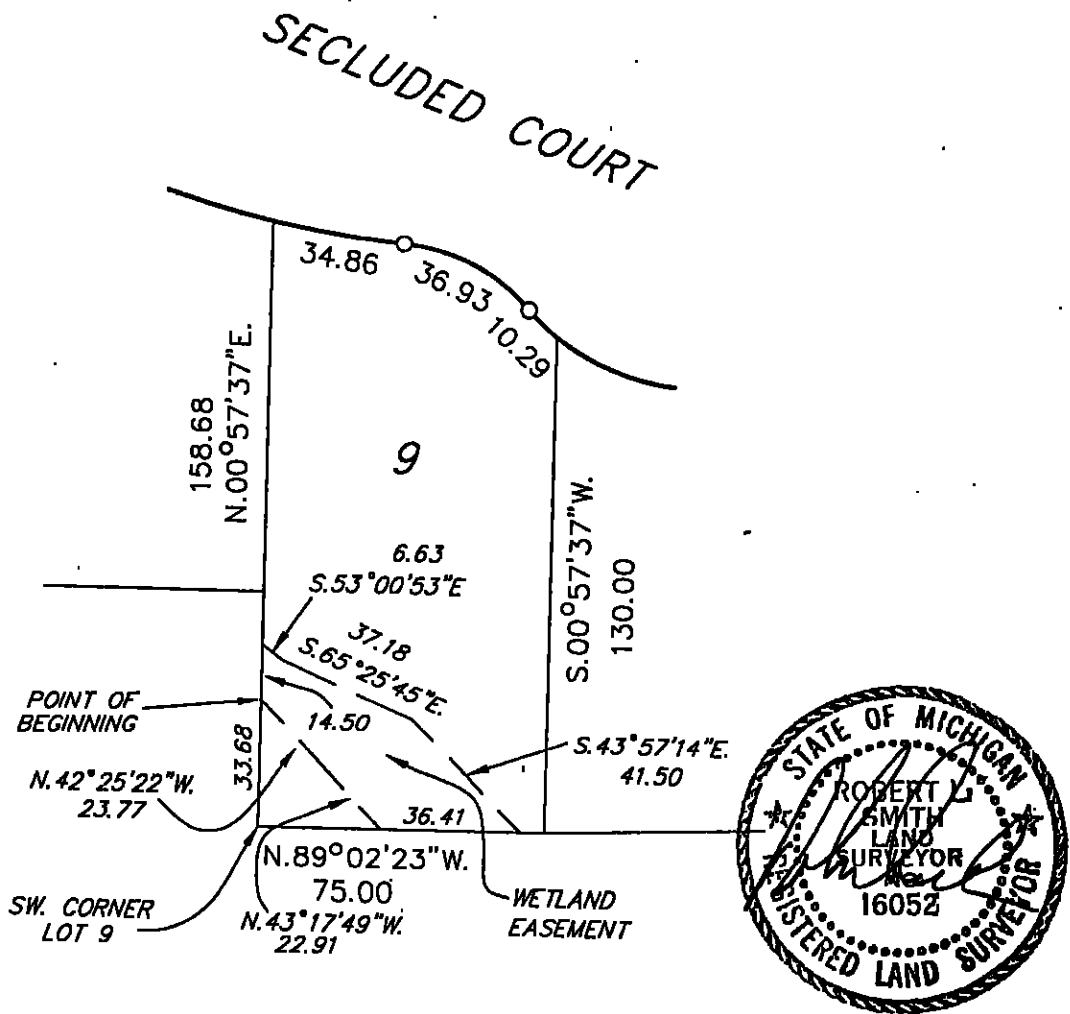
REVISIONS

# EXHIBIT D-1

## LOT 9

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 9

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW. CORNER OF LOT 9; THENCE N.00°57'37"E. 33.68 FT. TO THE POINT OF BEGINNING; THENCE N00°57'37"E. 14.50 FT.; THENCE S.53°00'53"E. 6.63 FT.; THENCE S.65°25'45"E. 37.18 FT.; THENCE S.43°57'14"E. 41.50 FT.; THENCE N.89°02'23"W. 36.41 FT.; THENCE N.43°17'49"W. 22.91 FT.; THENCE N.42°25'22"W. 23.77 FT. TO THE POINT OF BEGINNING.

**Liber 016519 Page 00158**

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



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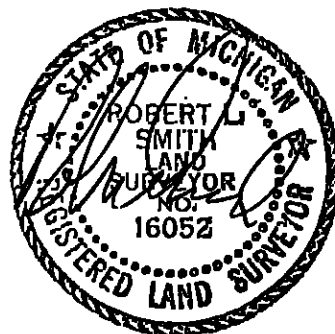
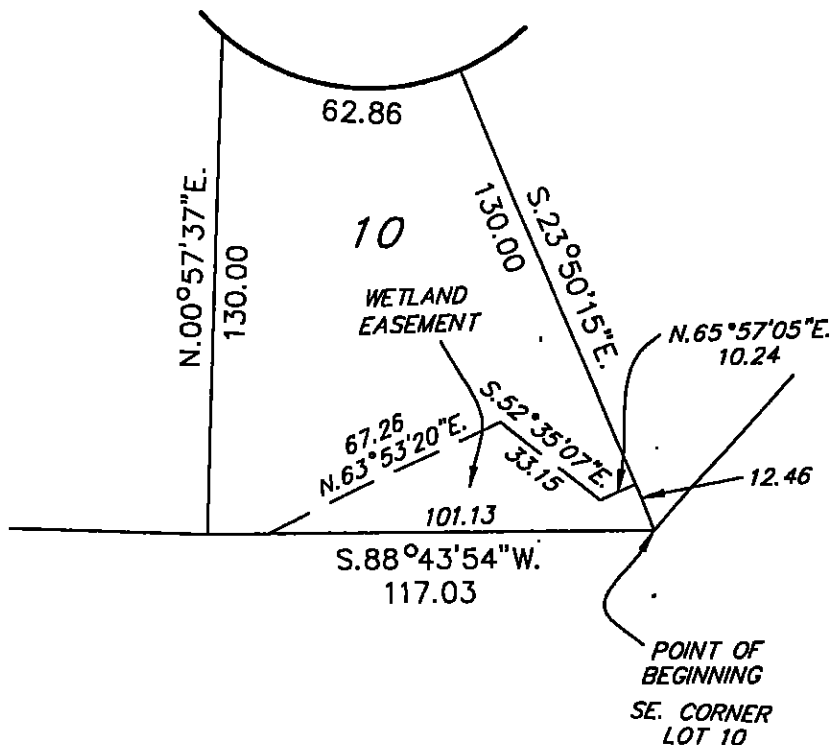
# EXHIBIT D-1

## LOT 10

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### SECLUDED COURT



#### WETLANDS EASEMENT OVER LOT 10

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE. CORNER OF LOT 10 THENCE S.88°43'54"W. 101.13 FT.; THENCE N.63°53'20"E. 67.26 FT.; THENCE S.52°35'07"E. 33.15 FT.; THENCE N.65°57'05"E. 10.24 FT.; THENCE S.23°50'15"E. 12.46 FT. TO THE POINT OF BEGINNING.

Liber 016519, Page 00159

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



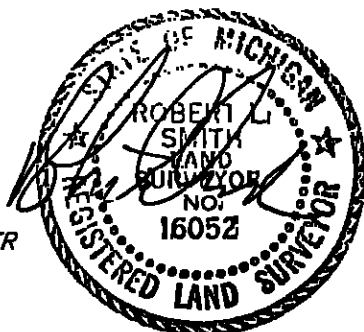
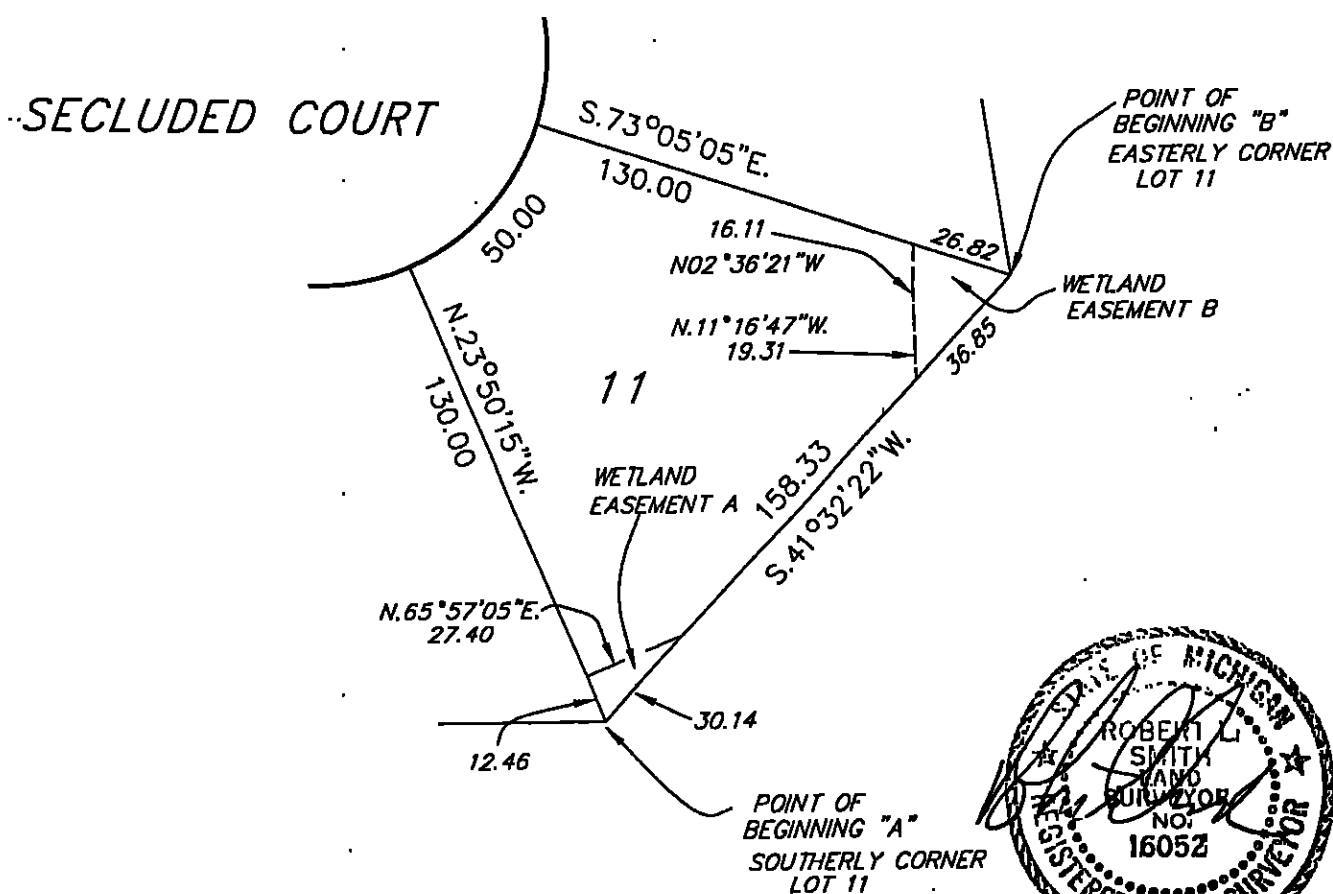
LEHNER ASSOCIATES, INC.  
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REVISIONS

# EXHIBIT D-1

## LOT 11

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



Liber 016519 Page 00160

### WETLANDS EASEMENT OVER LOT 11

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### EASEMENT "A"

BEGINNING AT THE SOUTHERLY CORNER OF LOT 11; THENCE N.23°50'15"W. 12.46 FT.; THENCE N.65°57'05"E. 27.40 FT. THENCE S.41°32'22"W. 30.14 FT. TO THE POINT OF BEGINNING.

#### EASEMENT "B"

BEGINNING AT THE EASTERLY CORNER OF LOT 11; THENCE S.41°32'22"W. 36.85 FT.; THENCE N.11°16'47"W. 19.31 FT.; THENCE S.73°05'05"E. 26.82 FT. TO THE POINT OF BEGINNING.

SCALE: 1"=50'      JOB#: 99-238

DATE: 12-8-03      DRAWN BY: B.M.



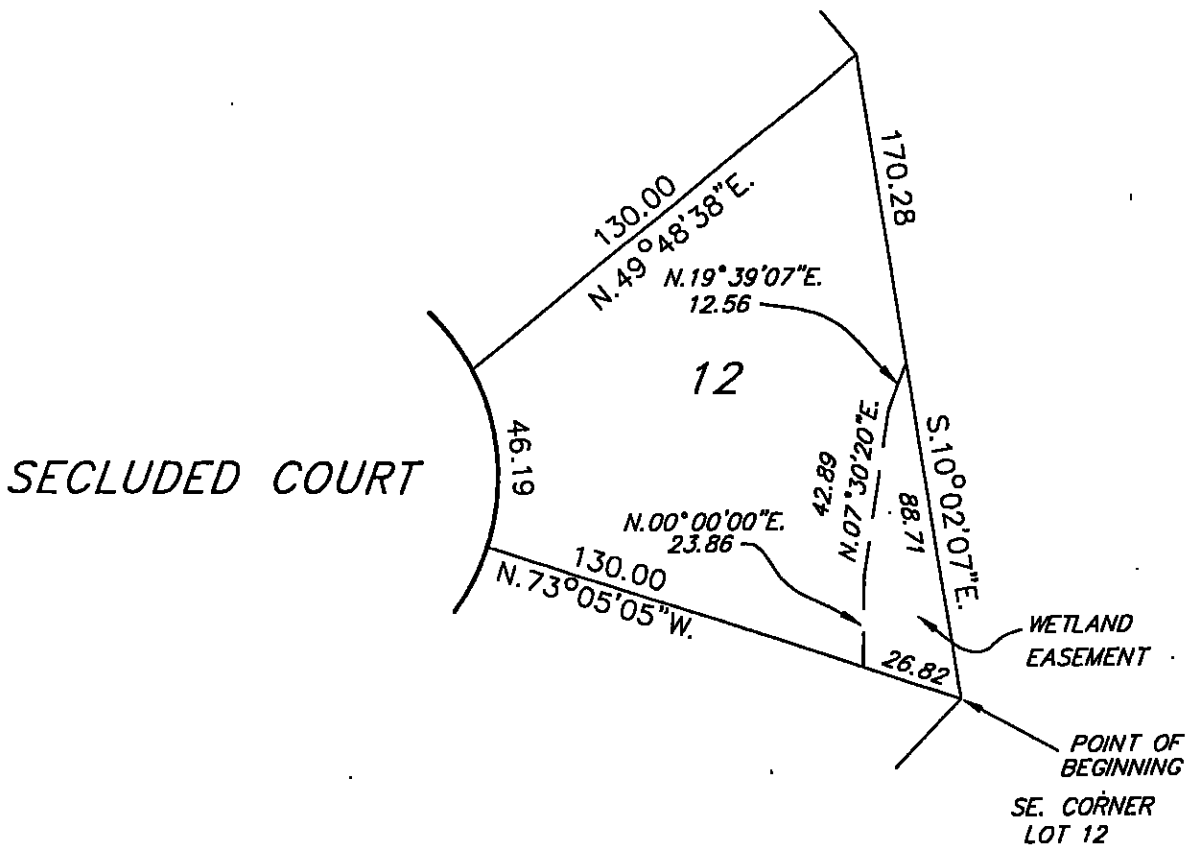
LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
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 (586) 412-7050  
 FAX: (586) 412-7114

REVISIONS

# EXHIBIT D-1 LOT 12

OF SECLUDED WOODS SUBDIVISION  
PART OF THE N.E. 1/4 & N.W. 1/4 OF  
FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 12

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE. CORNER OF LOT 12; THENCE N.73°05'05"W. 26.82 FT.; THENCE N.00°00'00"E. 23.86 FT.; THENCE N.07°30'20"E. 42.89 FT.; THENCE N.19°39'07"E. 12.56 FT.; THENCE S.10°02'07"E. 88.71 FT. TO THE POINT OF BEGINNING

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



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FAX: (586) 412-7114

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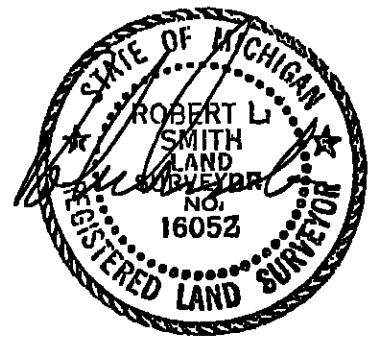
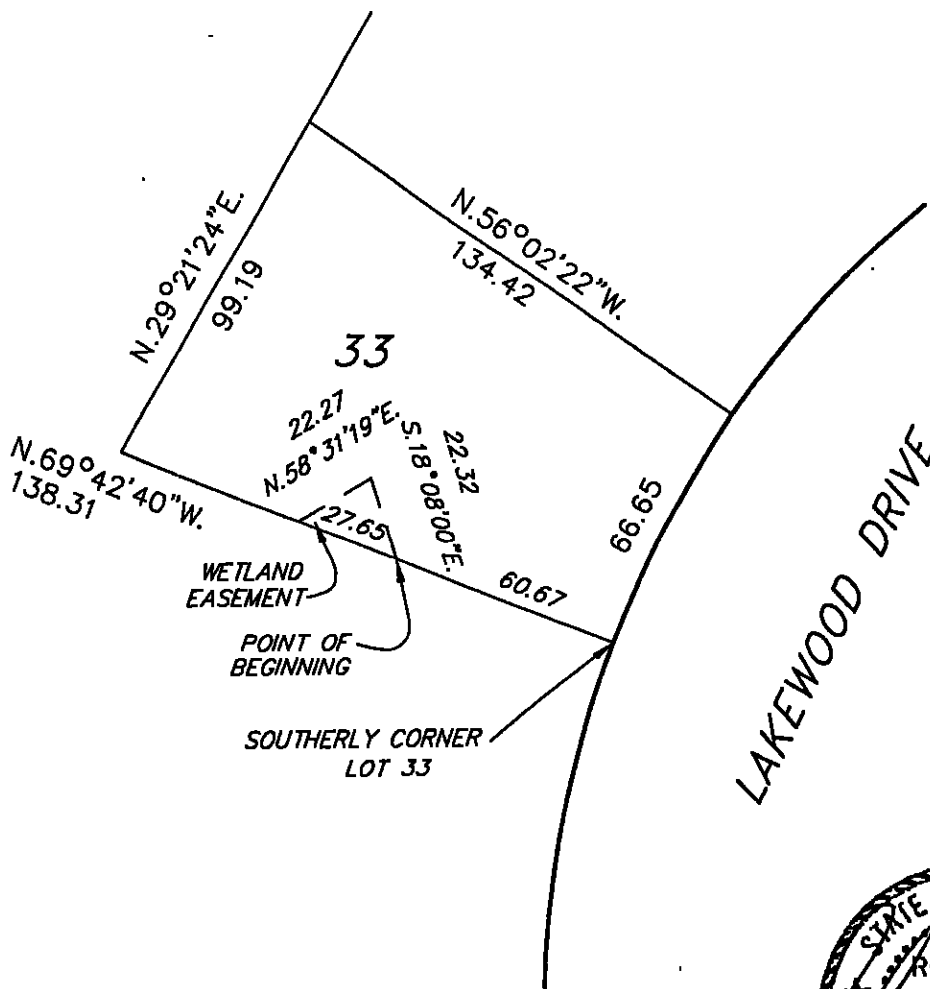


# EXHIBIT D-1

## LOT 33

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN




### WETLANDS EASEMENT OVER LOT 33

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF LOT 33; THENCE N.69°42'40"W. 60.67 FT.; THENCE N.69°42'40"W. 27.65 FT.; THENCE N.58°31'19"E. 22.27 FT.; THENCE S.18°08'00"E. 22.32 FT. TO THE POINT OF BEGINNING.

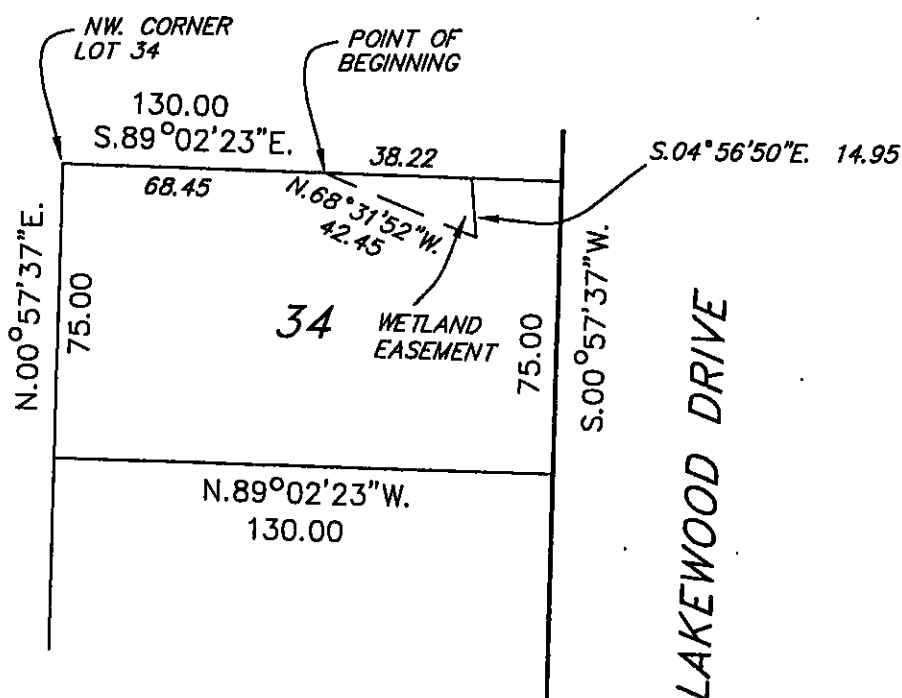
Liber 016519 Page 00162

SCALE: 1"=50'	JOB#: 99-238
DATE: 12-8-03	DRAWN BY: B.M.
 <b>LEHNER ASSOCIATES, INC.</b> PROFESSIONAL ENGINEERS & SURVEYORS 17001 NINETEEN MILE RD., STE. 3 CLINTON TOWNSHIP, MICHIGAN 48038 (586) 412-7050 FAX: (586) 412-7114	
REVISIONS	

# EXHIBIT D-1

## LOT 34


OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 34

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW. CORNER OF LOT 34; THENCE S.89°02'23"E. 68.45 FT. TO THE POINT OF BEGINNING; THENCE S.89°02'23"E. 38.22 FT.; THENCE S.04°56'50"E. 14.95 FT.; THENCE N.68°31'52"W. 42.45 FT. TO THE POINT OF BEGINNING.

SCALE: 1"=50'	JOB#: 99-238
DATE: 12-8-03	DRAWN BY: B.M.
 LEHNER ASSOCIATES, INC. PROFESSIONAL ENGINEERS & SURVEYORS 17001 NINETEEN MILE RD., STE. 3 CLINTON TOWNSHIP, MICHIGAN 48038 (586) 412-7050 FAX: (586) 412-7114	
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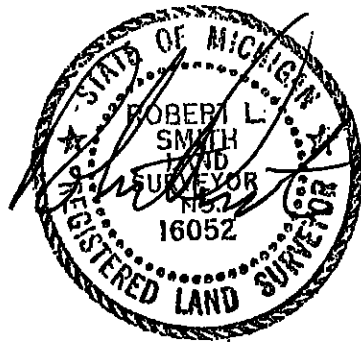
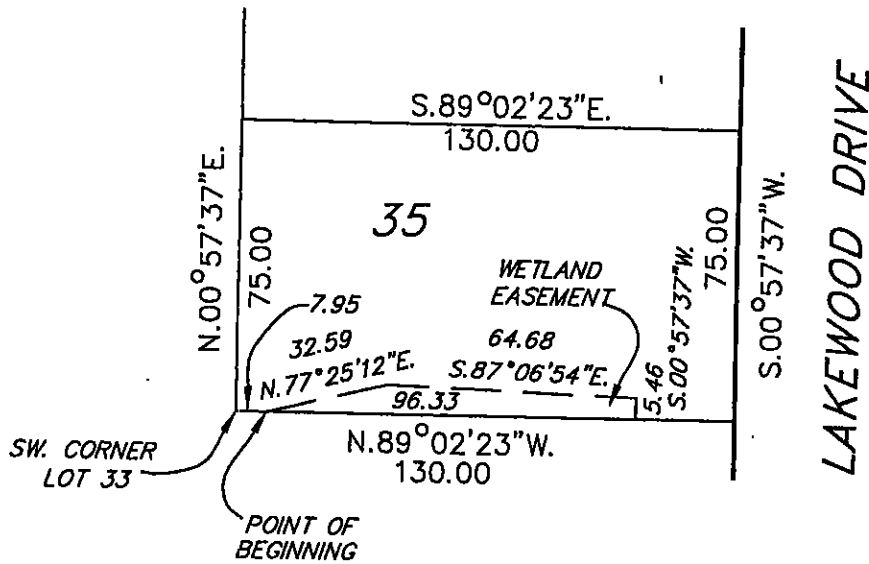
ONLY AS GOOD AS ORIGINAL

# EXHIBIT D-1

## LOT 35

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 35

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW. CORNER OF LOT 35; THENCE S.89°02'23"E. 7.95 FT. TO THE POINT OF BEGINNING; THENCE N.77°25'12"E. 32.59 FT.; THENCE S.87°06'54"E. 64.68 FT.; THENCE S.00°57'37"W. 5.46 FT.; N.89°02'23"W. 96.33 FT. TO THE POINT OF BEGINNING.

Liber 016519 Page 00164

SCALE: 1"=50'      JOB#: 99-238  
 DATE: 12-8-03      DRAWN BY: B.M.



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 CLINTON TOWNSHIP, MICHIGAN 48038  
 (586) 412-7050  
 FAX: (586) 412-7114

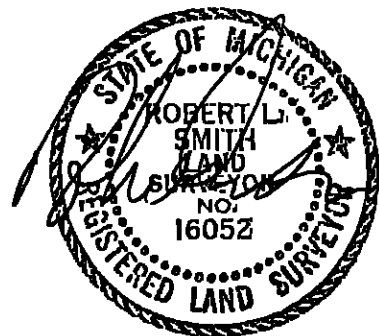
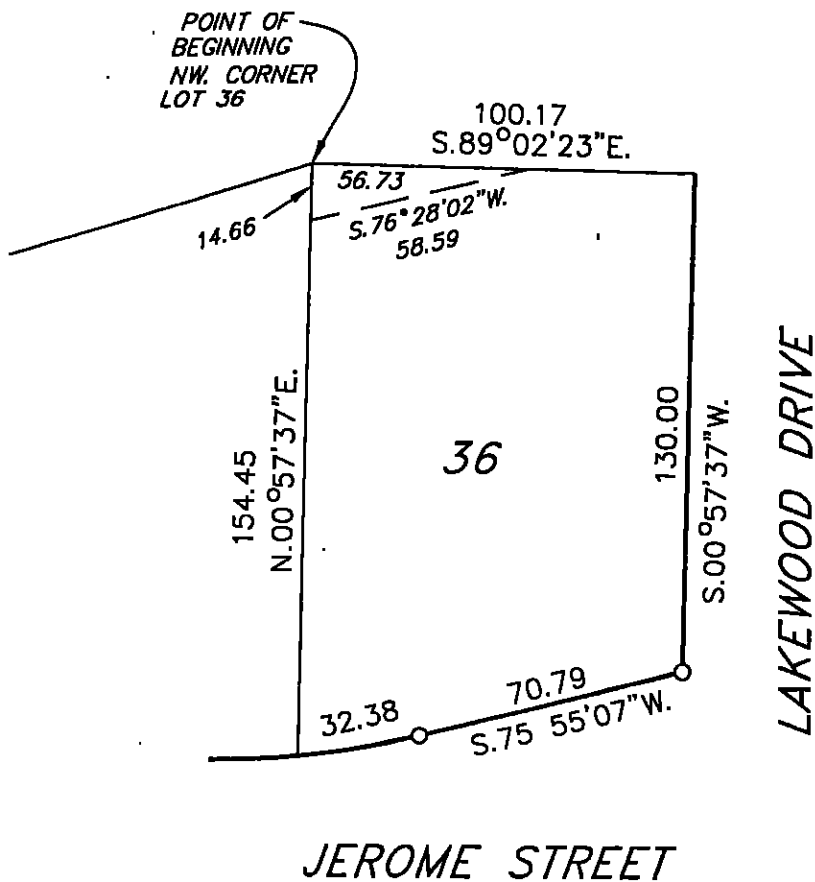
REVISIONS

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# EXHIBIT D-1

## LOT 36

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



### WETLANDS EASEMENT OVER LOT 36

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW. CORNER OF LOT 36; THENCE S.89°02'23"E. 56.73 FT.; THENCE S.76°28'02"W. 58.59 FT.; THENCE N.00°57'37"E. 14.66 FT. TO THE POINT OF BEGINNING.

SCALE: 1"=50'

JOB#: 99-238

DATE: 12-8-03

DRAWN BY: B.M.



LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
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 CLINTON TOWNSHIP, MICHIGAN 48038  
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 FAX: (586) 412-7114

REVISIONS

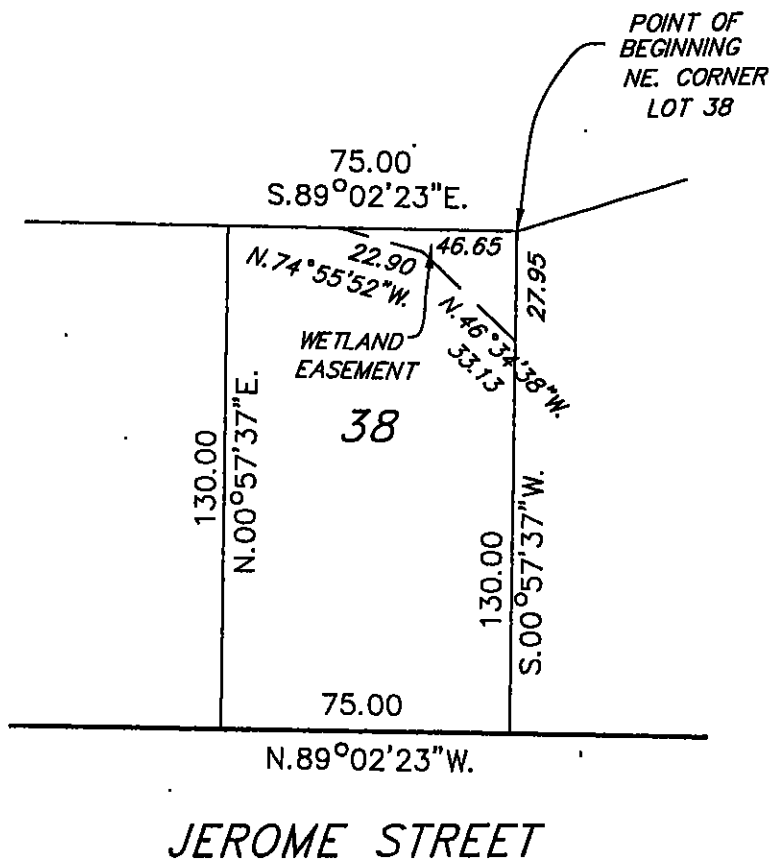


# EXHIBIT D-1

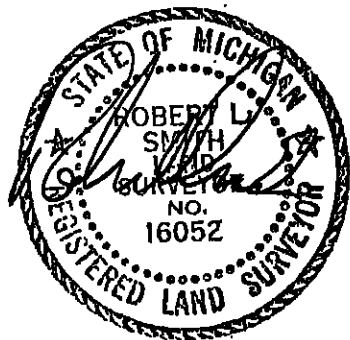
## LOT 38

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,

CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



POINT OF BEGINNING  
 NE. CORNER  
 LOT 38




### WETLANDS EASEMENT OVER LOT 38

LAND LOCATED IN AND BEING A PART OF THE NORTHEAST AND NORTHWEST 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE. CORNER OF LOT 38; THENCE S.00°57'37\"/>

Liber 016519 Page 00167

SCALE: 1"=50'	JOB#: 99-238
DATE: 12-8-03	DRAWN BY: B.M.
 LEHNER ASSOCIATES, INC. PROFESSIONAL ENGINEERS & SURVEYORS 17001 NINETEEN MILE RD., STE. 3 CLINTON TOWNSHIP, MICHIGAN 48038 (586) 412-7050 FAX: (586) 412-7114	

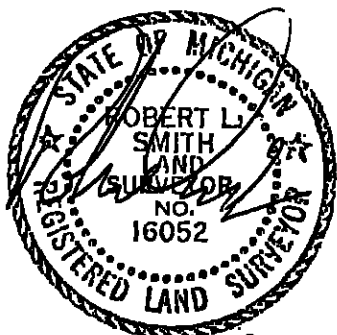
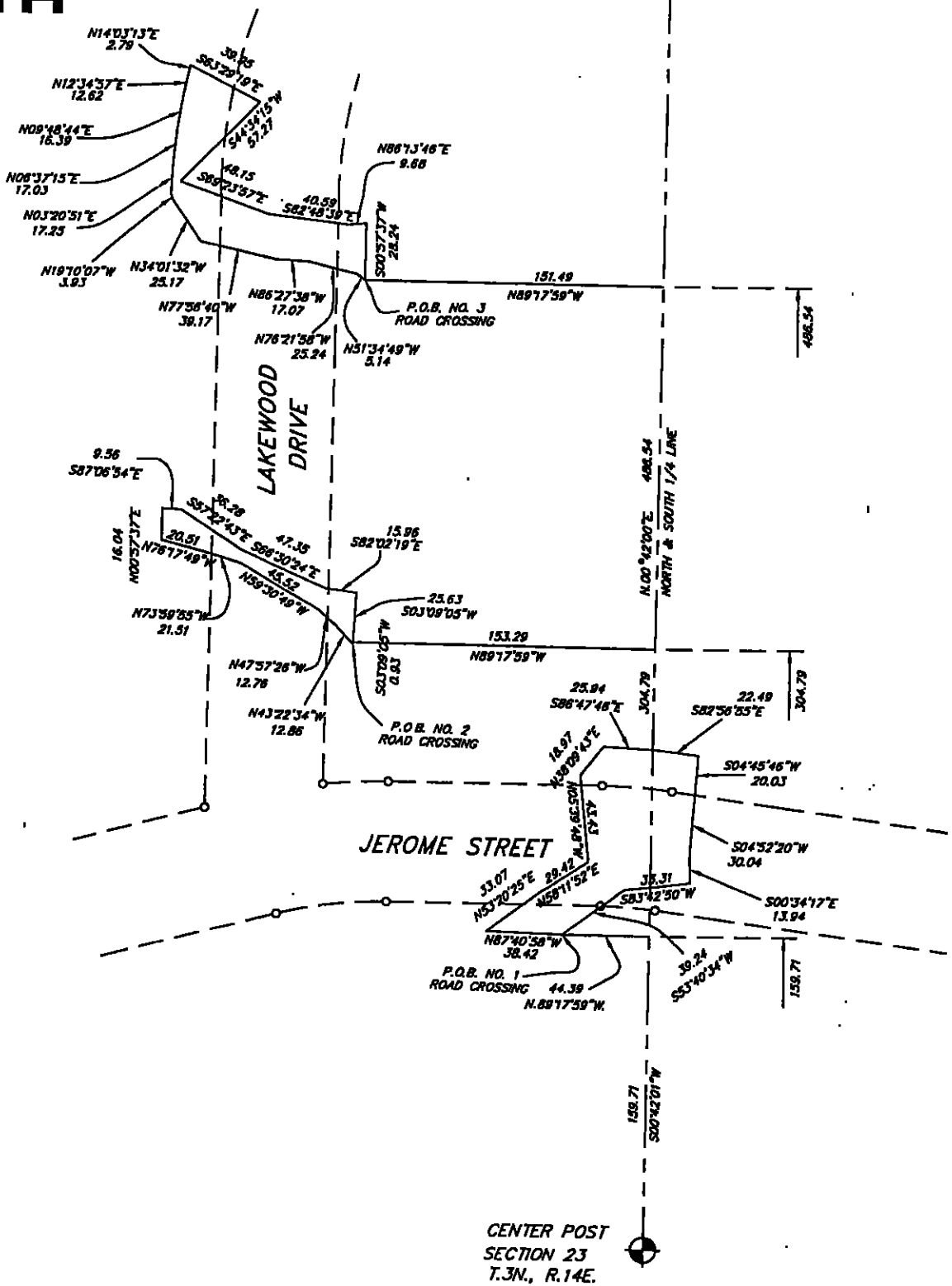
REVISIONS

ONLY AS GOOD AS ORIGINAL

# EXHIBIT E

## WETLAND ROAD CROSSINGS

OF SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF  
 FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



Liber 016519 Page 00168

SCALE: 1"=80' JOB#: 99-238

DATE: 12-8-03 DRAWN BY: B.M.



LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
 17001 NINETEEN MILE RD., STE. 3  
 CLINTON TOWNSHIP, MICHIGAN 48038  
 (586) 412-7050  
 FAX: (586) 412-7114

REVISIONS

# EXHIBIT E

## WETLAND ROAD CROSSINGS

### LEGAL DESCRIPTION FOR ROAD CROSSING NO. 1

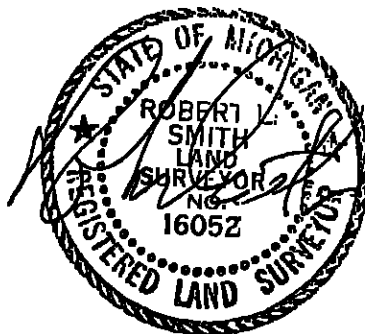
PART OF THE NE. & NW. 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING at the CENTER POST of said SECTION 23, thence along the north-south 1/4 line N.00°42'01"E., a distance of 159.71 feet and N.89°17'59"W., a distance of 44.39 feet to the POINT OF BEGINNING thence N.87°40'58"W. 38.42 feet; thence N.53°20'25"E., a distance of 33.07 feet; thence N.58°11'52"E., a distance of 29.42 feet; thence N.05°39'48"W., a distance of 43.43 feet; thence N.38°09'43"E., a distance of 18.97 feet; thence S.86°47'46"E., a distance of 25.94 feet; thence S.82°56'55"E., a distance of 22.49 feet; thence S.04°45'46"W., a distance of 20.03 feet; thence S.04°52'20"W., a distance of 30.04 feet; thence S.00°34'17"E., a distance of 13.94 feet; thence S.83°42'50"W., a distance of 33.31 feet; thence S.53°40'34"W., a distance of 39.24 feet; feet to the POINT OF BEGINNING.

### LEGAL DESCRIPTION FOR ROAD CROSSING NO. 2

Commencing at the CENTER POST of SECTION 23, thence N.00°42'01"E., a distance of 304.79 feet and N.89°17'59"W., a distance of 153.29 feet to the POINT OF BEGINNING; thence S.03°09'05"W., a distance of 0.93 feet; thence N.43°22'34"W., a distance of 12.86 feet; thence N.47°57'26"W., a distance of 12.76 feet; thence N.59°30'49"W., a distance of 45.52 feet; thence N.73°59'55"W., a distance of 21.51 feet; thence N.76°17'49"W., a distance of 20.51 feet; thence N.00°57'37"E., a distance of 16.04 feet; thence S.87°06'54"E., a distance of 9.56 feet; thence S.57°22'43"E., a distance of 36.28 feet; thence S.66°30'24"E., a distance of 47.35 feet; thence S.82°02'19"E., a distance of 15.96 feet; thence S.03°09'05"W., a distance of 25.63 feet to the POINT OF BEGINNING.

### LEGAL DESCRIPTION FOR ROAD CROSSING NO. 3

PART OF THE NE. & NW. 1/4 OF SECTION 23, T.3N., R.14E., CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING at the CENTER POST of said SECTION 23, thence N.00°42'01"E. a distance of 486.54 feet and N.89°17'59"W. a distance of 151.49 feet to the POINT OF BEGINNING; thence N.51°34'49"W., a distance of 5.14 feet; thence N.76°21'58"W., a distance of 25.24 feet; thence N.86°27'38"W., a distance of 17.07 feet; thence N.77°56'40"W., a distance of 39.17 feet; thence N.34°01'32"W., a distance of 25.17 feet; thence N.19°10'07"W., a distance of 3.93 feet; thence N.03°20'51"E., a distance of 17.25 feet; thence N.06°37'15"E., a distance of 17.03 feet; thence N.09°48'44"E., a distance of 16.39 feet; thence N.12°34'57"E., distance of 12.62 feet; thence N.14°03'13"E., a distance of 2.79 feet; thence S.63°29'19"E. a distance of 39.95 feet; thence S.44°34'15"W. a distance of 57.27 feet; thence S.69°23'57"E. a distance of 48.15 feet; thence S.82°48'39"E. a distance of 40.59 feet; thence S.00°57'37"W. 28.24 FEET to the POINT OF BEGINNING.





2163684  
LIBER 11920 PAGE 944  
07/01/2002 11:21:31 A.M.  
MACOMB COUNTY, MI SEAL  
CARRELLA SABAUGH, REGISTER OF DEEDS

DECLARATION OF RESTRICTION ON LAND USE

This Declaration is made this 31st day of May, 2002, by Jefferson 23, L.L.C., a Michigan limited liability company, (herein referred to as "Owner"), of 43630 Hayes, Suite 210, Clinton Township, MI 48038.

Owner is the title holder of certain real property located in Chesterfield Township, Macomb County, and described in the attached Exhibit "A", and which property is referred to herein as the "Property";

The Property contains areas which have been identified as wetlands, and which are shown as "Preserved Area" on the four (4) sketch drawings attached as Exhibit "B"; and

Owner agrees to voluntarily restrict any building and development activities in the "Preserved Area" on the Property, as shown on the sketch drawings attached as Exhibit "B" and, to the best of its ability, to ensure that the vegetation, soils and hydrology of the Preserved Area shall remain in an unaltered, natural condition.

The restriction and covenant crated herein shall be perpetual, and shall be binding upon the Owner and its legal representatives, heirs, and assigns. The Department of the Army United States of America, Corps of Engineers ("Corps") and its successors and designees, shall have the right to enforce any of the provisions contained herein against the Owner and its legal representatives, heirs and assigns.

IN WITNESS WHEREOF, the undersigned, being the Owner herein, has executed this instrument on the day set forth above.

WITNESSES:

[Signature]  
JACK NELSON  
[Signature]  
JULIE GOBERT

JEFFERSON 23, L.L.C., a Michigan limited liability company

By: [Signature]  
KENNETH SOSNOSKI  
Its: MEMBER

STATE OF MICHIGAN )  
COUNTY OF MACOMB )SS.

On this 24 day of JUNE, 2002, before me, a notary public in and for said county, personally appeared KENNETH SOSNOSKI and made oaths that he executed the within Declaration of Restriction on Land Use of his own free act and deed.

MEMBER OF AND BY ORDER OF JEFFERSON 23 LLC A MICHIGAN LIMITED LIABILITY CO.

[Signature]  
JACK NELSON Notary Public  
Macomb County, Michigan  
My Commission Expires: 12/19/04  
After Recording Return to:

Retp - Kenneth Sosnoski  
41959 CLINTON PINES DR  
CLINTON TWP MI 48038

Prepared by:  
Thomas Kalas, Esq.  
Kalas Kadian, P.L.C.  
40900 Woodward Ave., Ste. 315  
Chesterfield Hills, MI 48034

C:\Kalas\Jefferson-23\Jefferson-23Secluded Woods\declaration.wpd

AK

DOCUMENT ONLY AS GOOD AS ORIGINAL

EXHIBIT F

EXHIBIT "A"  
~~KIDER R~~  
\*\*\*\*\*

(Liber 011920 Page 00945)

LEGAL DESCRIPTION:

Land in the Township of Chesterfield, Macomb County, Michigan, described as:

A parcel of land located in and being a part of the north 1/2 of Section 23, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan and being more particularly described as: Commencing at the center post of said Section 23, and thence extending north 89 degrees 02 minutes 23 seconds west 1175.67 feet along the northerly line of Supervisor's Plat No. 15, a subdivision of part of the south 1/2 of Section 23, according to the plat thereof as recorded in liber 18 of plats, page 21, Macomb County Records, thence north 49 degrees 49 minutes 00 seconds east 2003.89 feet along the northwesterly Indian Reserve Line, thence south 89 degrees 41 minutes east 150.31 feet; thence south 497.60 feet along the west line of Edith Street (60 feet wide right-of-way); thence west 130.00 feet; thence south 300.00 feet; thence east 130.00 feet; thence south 519.38 feet along the west line of Edith Street (60 feet wide right-of-way) thence north 89 degrees 25 minutes 10 seconds west 505.77 feet along the northerly line of said Supervisor's Plat No. 15, to the point of beginning.

Parcel Identification No. 09-23-251-002

06/25/2292 15:23 2468555524

FEVCS &amp; FEVCS

PAGE 23

## EXHIBIT 'A'

(Page 2)

PARCEL B

PT OF N1/2 SEC 23, T3N, R14E, BEING MORE PART DESC AS FOLL: COMM  
 AT TP 505.77 FT S89°25'10"E, AND 744.38 FT N FR CNT P OST SEC 23; TH  
 EXT W 130.0 FT; TM N 75 FT; TH E 130 FT; TH S 75.00 FT ALG TH E W LINE  
 OF EDITH ST. (60 FT WD) TO POB. .224 AC FR 009-023-251-001  
 009 023 251 003 00 00

PARCEL C

PT OF N1/2 SEC 23, T3N, R14E, BEING MORE PART DESC AS FOLL:  
 COMM AT TP 505.77 FT S89°25'10"E, AND 669.38 FT N FR CNT P OST SEC  
 23; TH EXT W 130.0 FT; TH N 75 FT; TH E 130 FT; TH S 75.00 FT ALG TH E W  
 LINE OF EDITH ST. (60 FT WD) TO POB. .224 AC FR 009-023-251-001  
 009 023 251 004 00 00

PARCEL D

PT OF N1/2 SEC 23, T3N, R14E, BEING MORE PART DESC AS FOLL:  
 COMM AT TP 505.77 FT S89°25'10"E, AND 584.38 FT N FR CNT P OST SEC  
 23; TH EXT W 130.0 FT; TH N 75 FT; TH E 130 FT; TH S 75.00 FT ALG TH E W  
 LINE OF EDITH ST. (60 FT WD) TO POB. .224 AC FR 009-023-251-001  
 009 023 251 005 00 00

PARCEL E

PT OF N1/2 SEC 23, T3N, R14E, BEING MORE PART DESC AS FOLL:  
 COMM AT TP 505.77 FT S89°25'10"E, AND 519.38 FT N FR CNT P OST SEC  
 23; TH EXT W 130.0 FT; TH N 75 FT; TH E 130 FT; TH S 75.00 FT ALG TH E W  
 LINE OF EDITH ST. (60 FT WD) TO POB. .224 AC FR 009-023-251-001  
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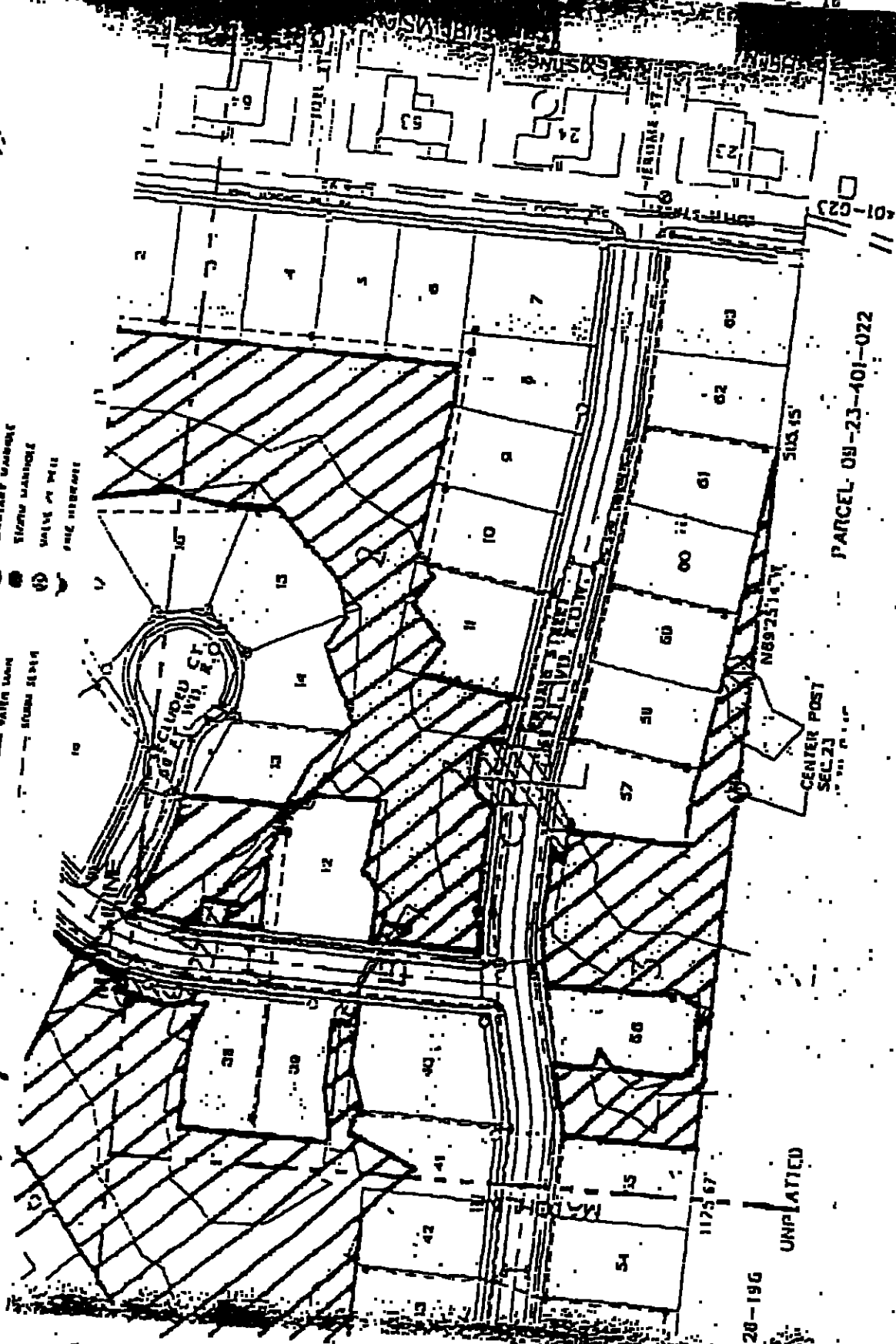
REGULATORY FUNCTIONS

NUMBER 00-010-010-1  
 EVANGELISTA-SHULIKER WOODS SUB  
 BY: Jefferson J. Lic.  
 Salt River, Chesterfield Township  
 Macomb County, Michigan  
 SHEET 4 OF 9

PRELIMINARY  
 AREA  
 EXHIBIT "B"

LEGEND:

- SANITARY MANHOLE
- SEWER MANHOLE
- ⊙ VALVE IN PIPE
- ▽ FIRE HYDRANT
- SANITARY SEWER
- WATER MAIN
- STORM SEWER



PARCEL 09-23-101-022

20-196 UNPLATTED

Liber 011920 Page 00947


REGULATORY FUNCTIONS

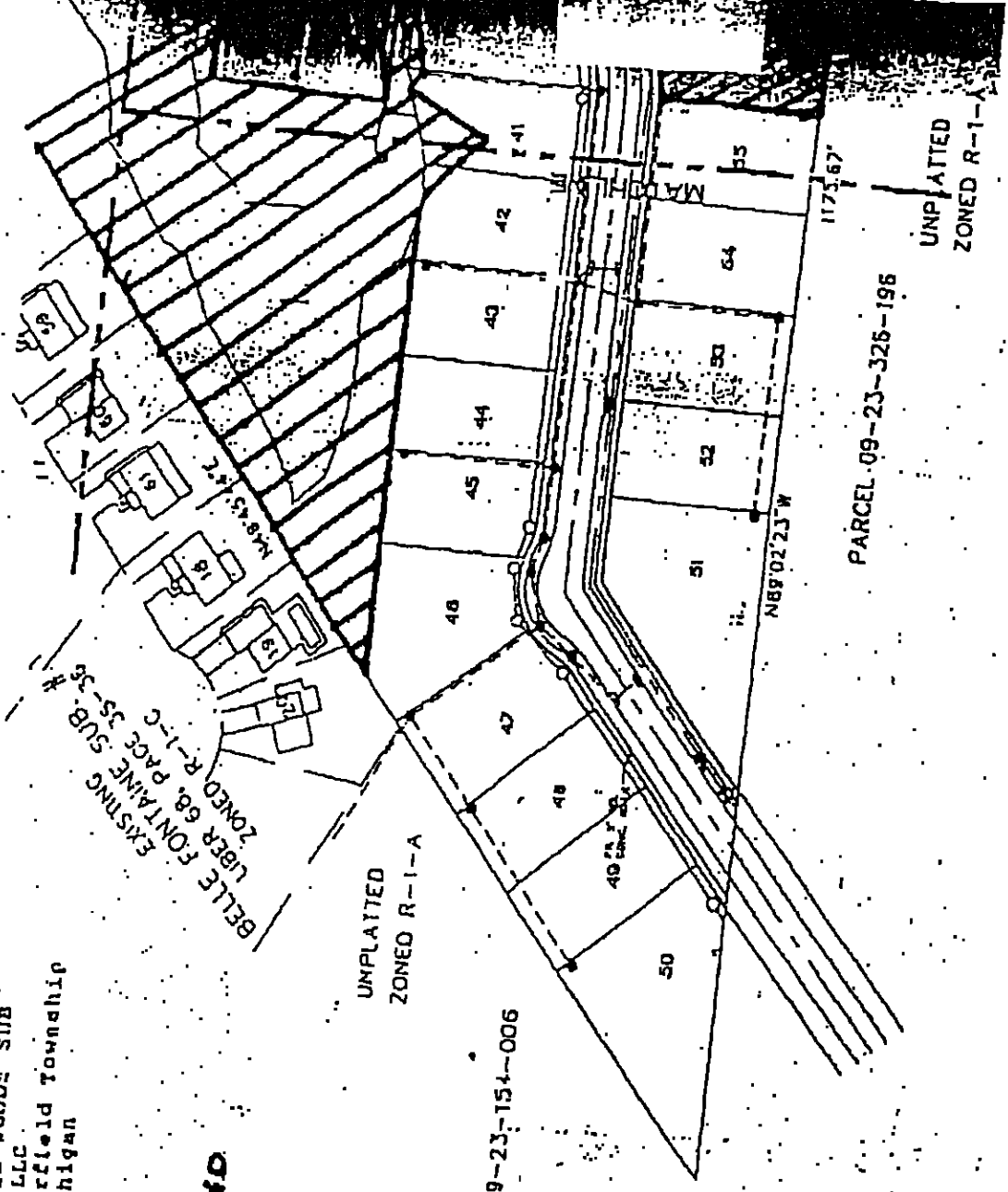
PAGE 11

EXHIBIT "B"

- LEGEND:
- SANITARY SEWER
  - WATER MAIN
  - STORM SEWER
  - SANITARY MANHOLE
  - STORM MANHOLE
  - ⊗ VALVE IN WELL
  - ⊕ FIVE INCH PIPE

NUMBER 00-010-030-1  
 EVANGELISTA-SECLUDED WOODS SUB  
 BY: Jefferson J. LLC  
 Salt River, Chesterfield Township  
 Macomb County, Michigan  
 SHEET 5 OF 9

 = PRESERVED AREA



Liber 011920 Page 00948

REGULATORY FUNCTIONS

PAGE - 12

LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- ⊗ VALVE IN WELL
- ⊕ FIRE HYDRANT
- SANITARY SEWER
- WATER MAIN
- STORM SEWER

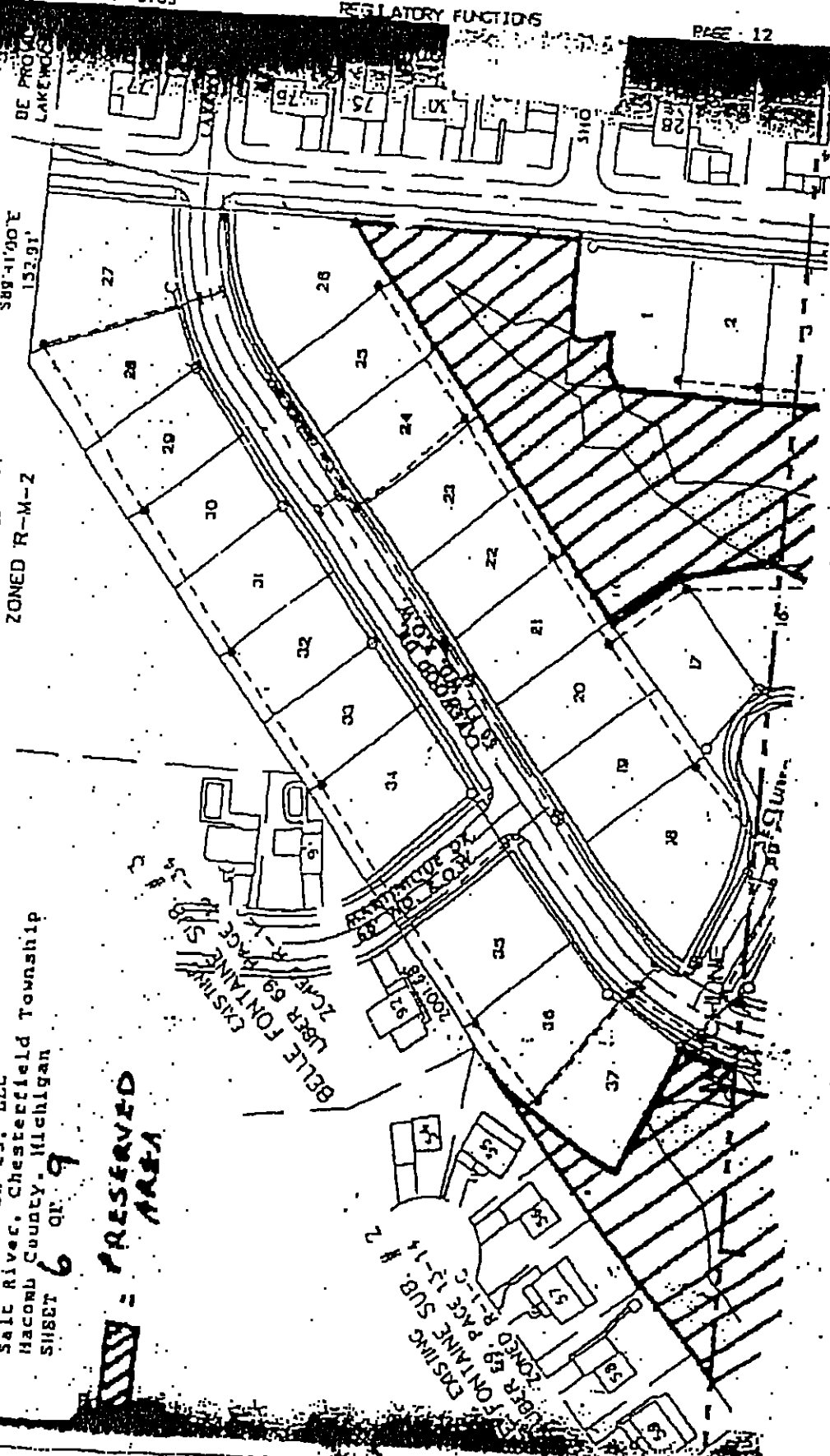
UNPLATTED 11  
ZONED R-M-2

NUMBER: 00-010-030-1  
 EVANGELISTA-SHCLUDED HOODS SUB  
 BY: Jefferson 23, LLC  
 Salt River, Chesterfield Township  
 Macomb County, Michigan  
 SHEET 6 OF 9

**RESERVED AREA**

Liber 011920 Page 00949




Liber 016519 Page 00175



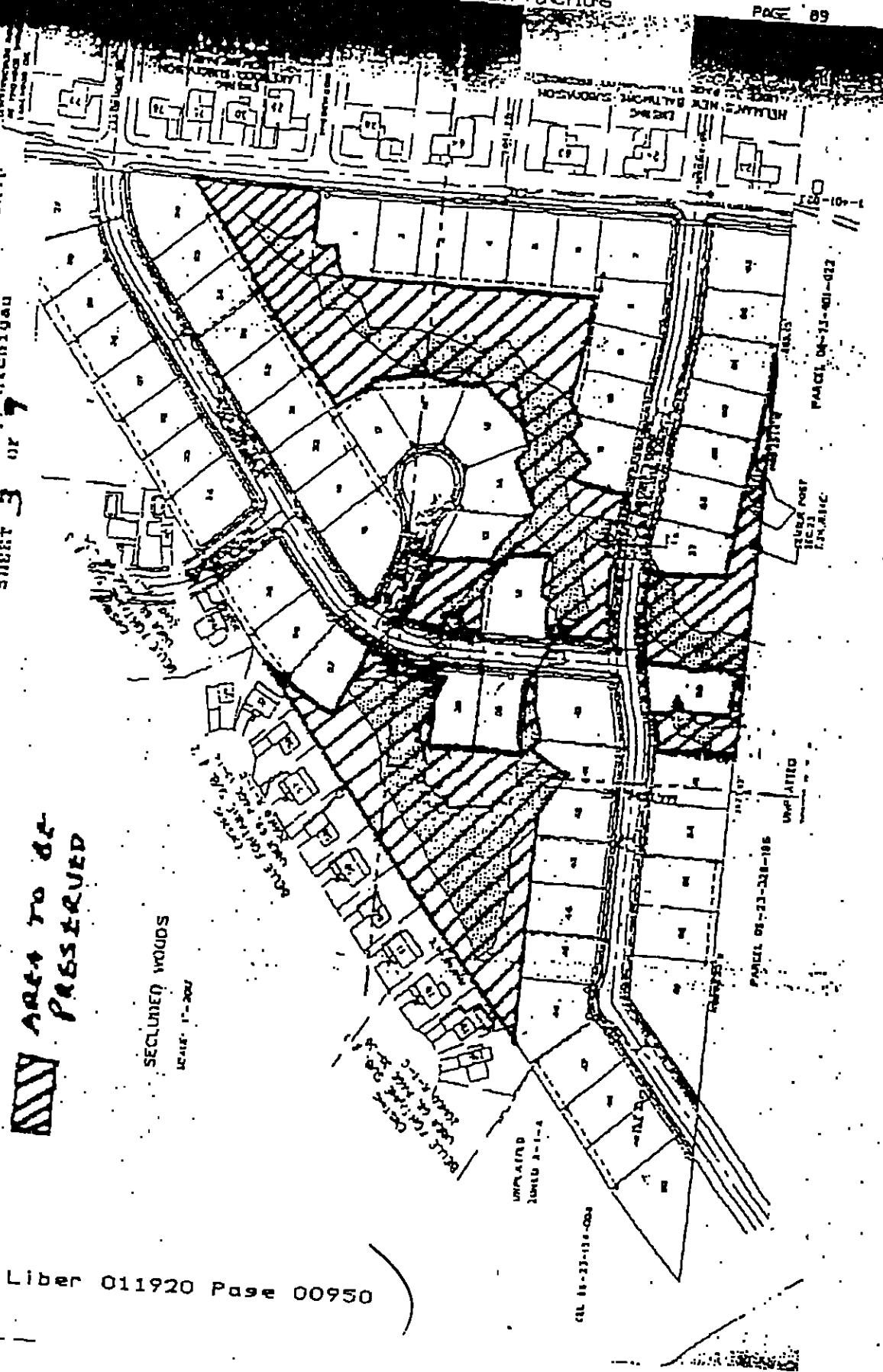
REGULATORY FUNCTIONS

EXHIBIT "B"

NUMBER 00 010-030-1  
EVANGELISTA-SUCCESSOR HOODS SUB  
BY: Jefferson J. Lee  
State River, Westfield Township  
Macomb County, Michigan  
SHEET 3 OF 7

-  AREA OF WETLAND FILL (A.D.C.)
-  WETLANDS
-  AREA TO BE PRESERVED

RECLAIMED WOODS  
SCALE: 1"=200'



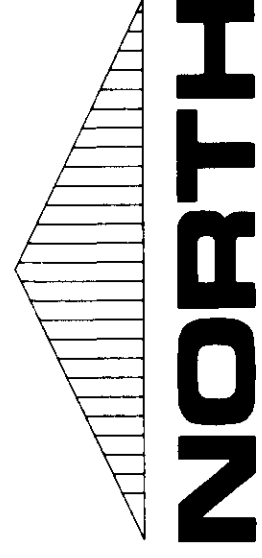
Liber 011920 Page 00950

**SECLUDED WOODS SUBDIVISION**  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

REGISTER # 414865?

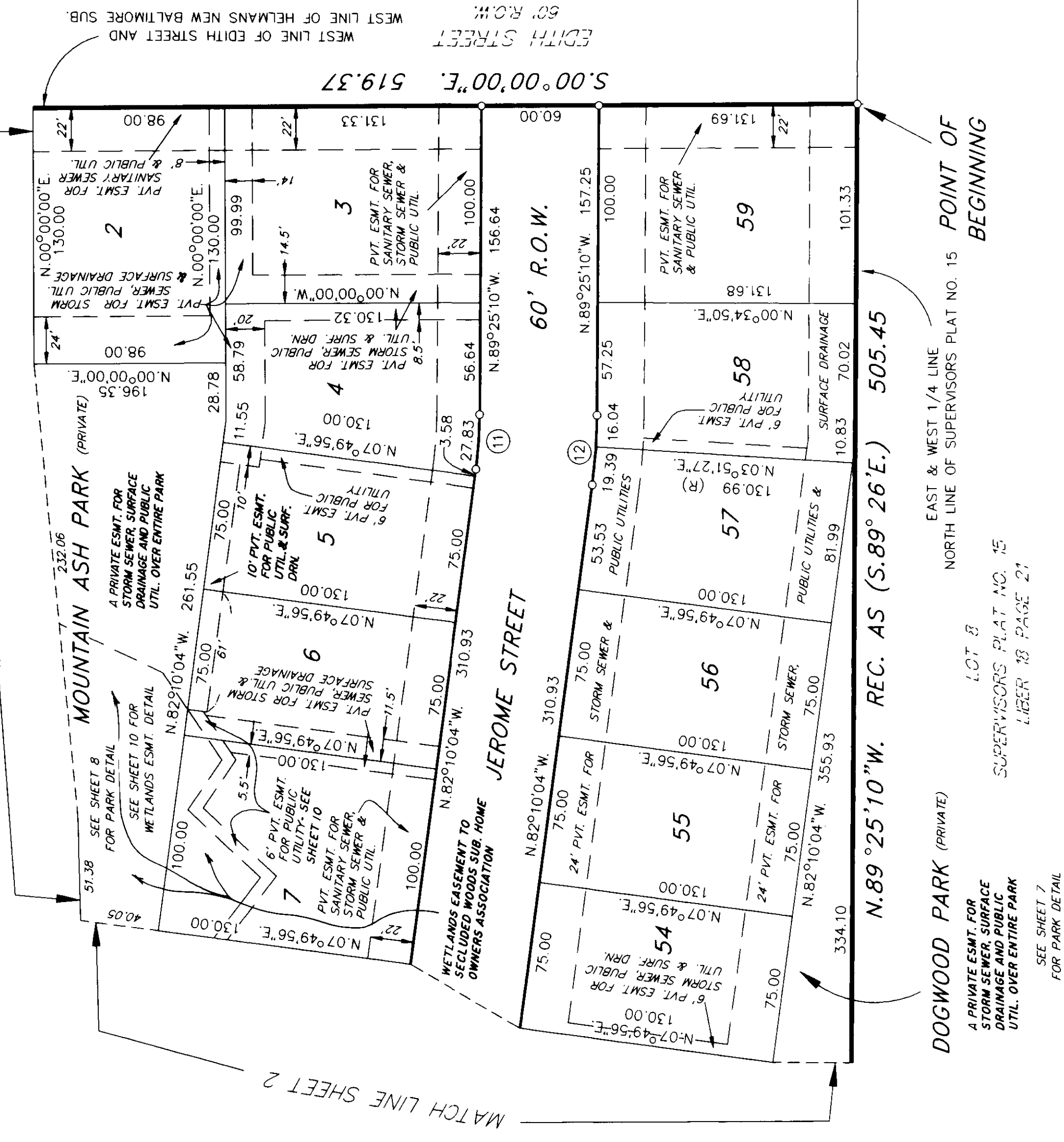
LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN  
 ALONG THE CHORD.  
 THE SYMBOL "o" INDICATES A 4" DIAMETER  
 36" LONG WITH 1/2" STEEL ROD CENTER  
 CONCRETE MONUMENT HAS BEEN SET.  
 THE SYMBOL "•" INDICATES A 4" DIAMETER  
 36" LONG WITH 1/2" STEEL ROD CENTER  
 CONCRETE MONUMENT HAS BEEN FOUND.  
 ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD  
 18" LONG. (NO I.D. CAPS)  
 (R) INDICATES RADIAL LOT LINES.  
 (NR) INDICATES NON RADIAL LOT LINES.  
 BEARINGS BASED ON THE EAST LINE OF  
 LAKEWOOD SUBDIVISION  
 RECORDED IN LIBER 68, PAGE 3



MATCH LINE SHEET 5

MATCH LINE SHEET 2



CURVE #	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
11	220.00	27.84	N.85°47'37"W.	27.83	07°15'06"
12	280.00	35.44	N.85°47'37"W.	35.41	07°15'06"

HELMANS NEW BALTIMORE SUBDIVISION  
 LIBER 35 PAGE 37

WEST LINE OF EDITH STREET AND  
 60' R.O.W.  
 EDITH STREET  
 60' R.O.W.  
 WEST LINE OF HELMANS NEW BALTIMORE SUB.

JEROME ST.  
 60' R.O.W.

EAST 1/4 CORNER  
 SECTION 23  
 T.3N., R.14E.  
 L.C.R.C.  
 L. 06425 P. 242

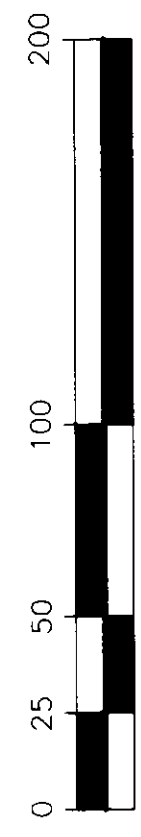
RECORD (S.89°26'E.)  
 2143.04

POINT OF  
 BEGINNING

LOT 3

LOT 3

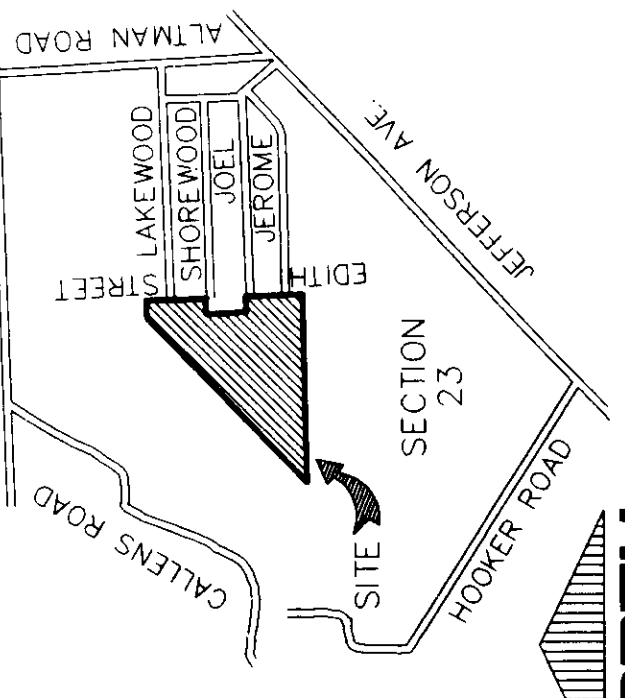
LOT 3



SCALE: 1" = 50'

LIBER 152 PAGE 1

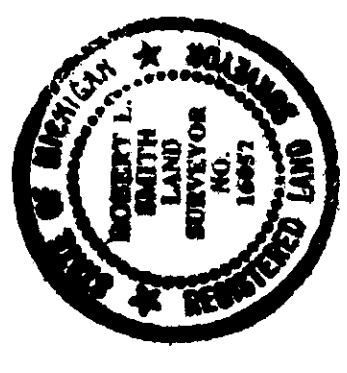
23 MILE ROAD



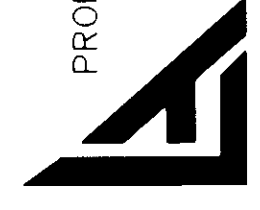
LOCATION MAP  
 NOT TO SCALE



*Robert L. Smith*  
 ROBERT L. SMITH  
 PROFESSIONAL SURVEYOR NO. 16052



LEHNER ASSOCIATES, INC.  
 PROFESSIONAL ENGINEERS & SURVEYORS  
 17001 19 MILE ROAD  
 CLINTON TOWNSHIP, MICHIGAN 48038-1203  
 (586) 412-7050  
 FAX: (586) 412-7114





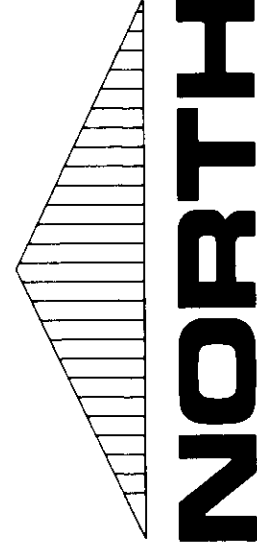
# SECLUDED WOODS SUBDIVISION

PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

LEGEND

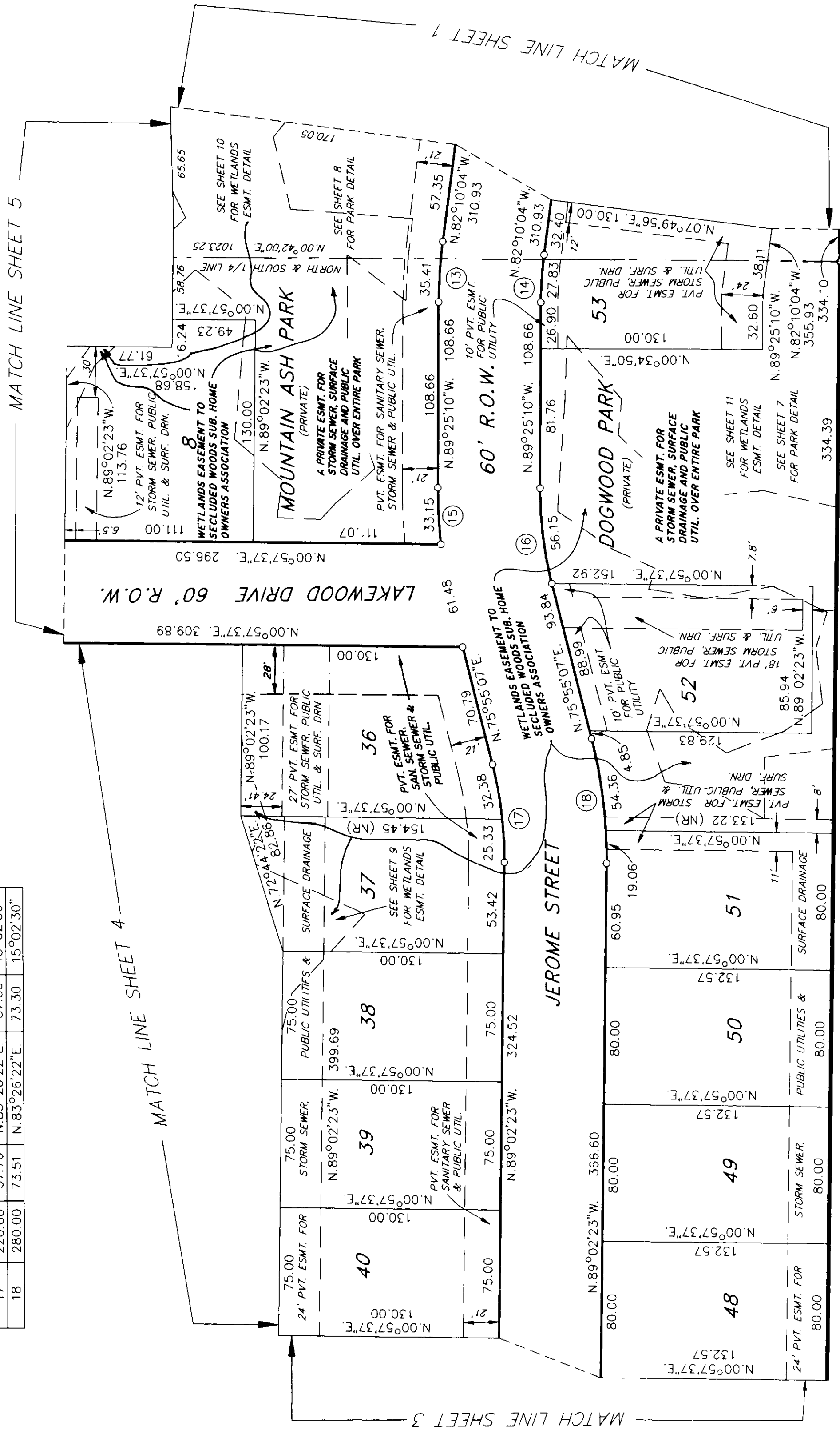
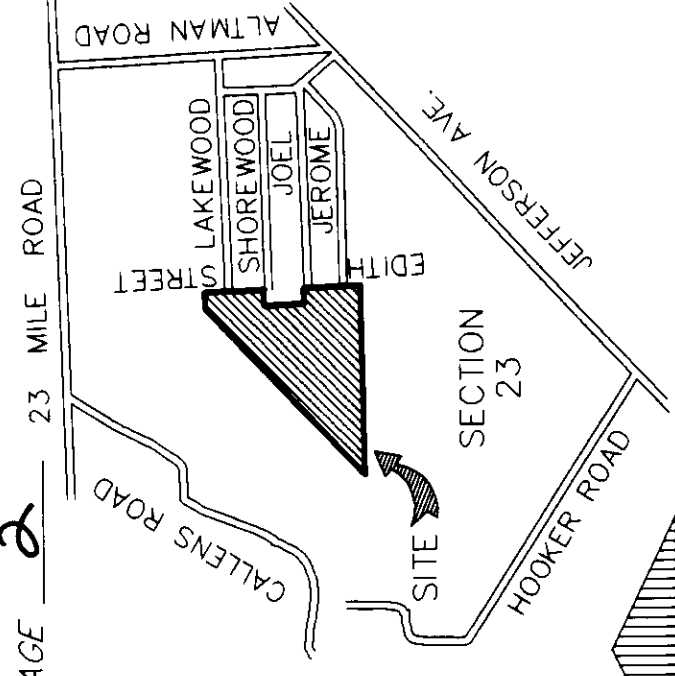
ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN  
ALONG THE CHORD.  
THE SYMBOL "o" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN SET.  
THE SYMBOL "•" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN FOUND.  
ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD  
18" LONG. (NO I.D. CAPS)  
(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF  
LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3

CURVE DATA			
CURVE #	RADIUS	ARC	CHORD BEARING
13	280.00	35.44	N.85°47'37"W
14	220.00	27.84	N.85°47'37"W
15	280.00	33.16	N.87°11'15"E
16	220.00	56.30	N.83°14'59"E
17	220.00	57.76	N.83°26'22"E
18	280.00	73.51	N.83°26'22"E



LOCATION MAP  
NOT TO SCALE

LIBER 157 PAGE 2



N.89°02'23"W. REC. AS (S.89°59'E.) 1175.67

LOT 6  
SUPERVISORS PLAT NO. 15  
LIBER 13 PAGE 21

EAST & WEST 1/4 LINE  
NORTH LINE OF SUPERVISORS PLAT NO. 15

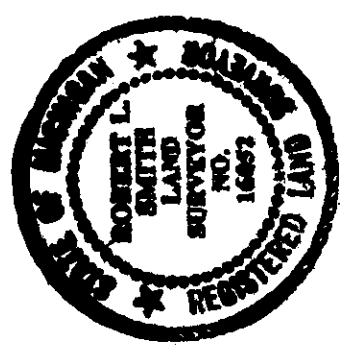
CENTER POST  
SECTION 23  
T.3N., R.14E.  
L.C.R.C.  
L. 06425 P. 242



SCALE: 1" = 50'

N.89°25'10"W.  
REC. AS (S.89°26'E.)  
505.45

*Robert L. Smith*  
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052

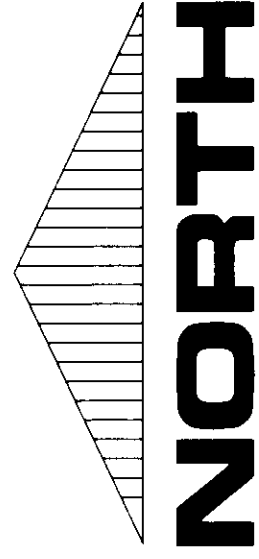


**LEHNER ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114

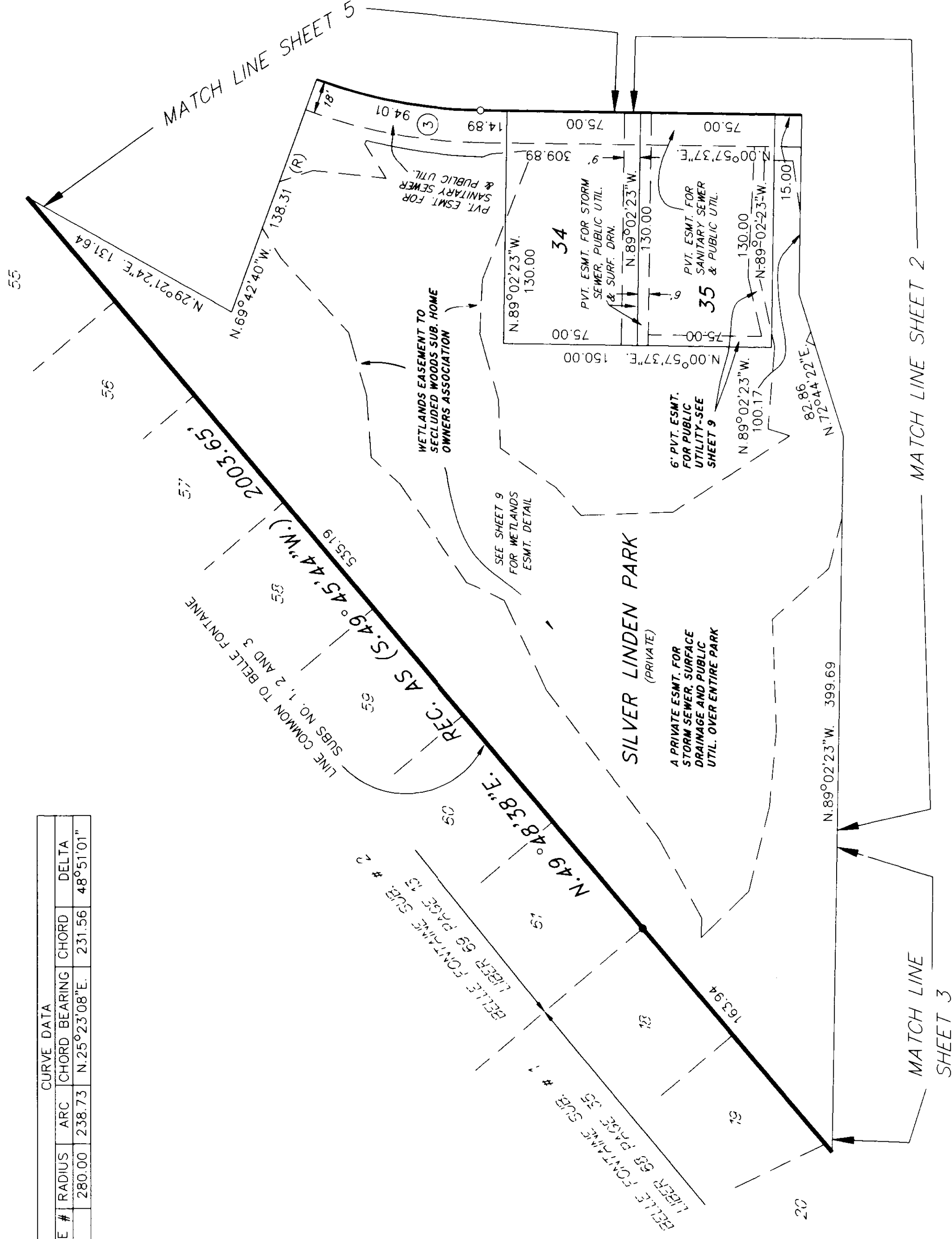


SECLUDED WOODS SUBDIVISION  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

LIBER 157 PAGE 4



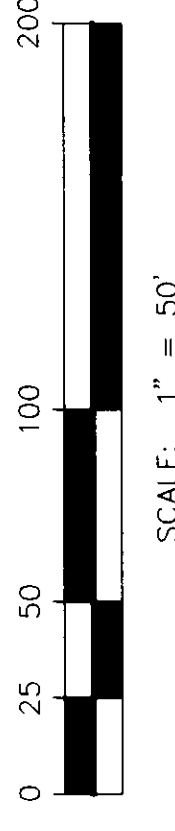
CURVE DATA			
CURVE #	RADIUS	ARC CHORD BEARING	CHORD DELTA
3	280.00	N.25°23'08"E.	231.56
			48°51'01"



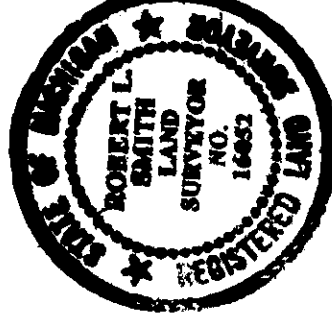
LEGEND

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 THE SYMBOL "o" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN SET.  
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 (R) INDICATES RADIAL LOT LINES.  
 (NR) INDICATES NON RADIAL LOT LINES.  
 BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION  
 RECORDED IN LIBER 68, PAGE 3

LOCATION MAP NOT TO SCALE



*Robert L. Smith*  
 ROBERT L. SMITH  
 PROFESSIONAL SURVEYOR NO. 16052



**LEHNER ASSOCIATES, INC.**  
 PROFESSIONAL ENGINEERS & SURVEYORS  
 17001 19 MILE ROAD  
 CLINTON TOWNSHIP, MICHIGAN 48038-1203  
 (586) 412-7050  
 FAX: (586) 412-7114

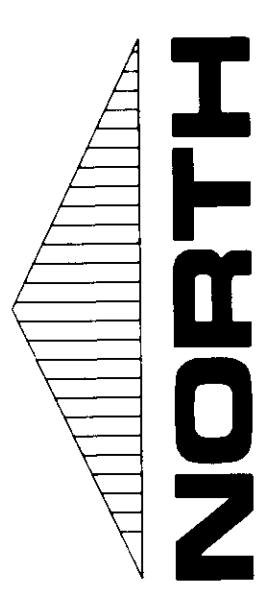
# SECLUDED WOODS SUBDIVISION

PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

LIBER 157 PAGE 5

LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.  
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(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3



LINE COMMON TO BELLE FONTAINE  
SUBS NO. 1, 2 AND 3  
LIBER 59, PAGE 33-34

BELLE FONTAINE SUB  
LIBER 59, PAGE 33-34

MARTINIQUE DRIVE  
60' R.O.W.  
S.49°45'44"W. 2003.65'

LAKEWOOD DRIVE  
60' R.O.W.

WILLOW PARK (PRIVATE)

SECLUDED COURT  
VARIABLE WIDTH

MOUNTAIN ASH PARK (PRIVATE)

WETLANDS EASEMENT TO SECLUDED WOODS SUB. HOME OWNERS ASSOCIATION

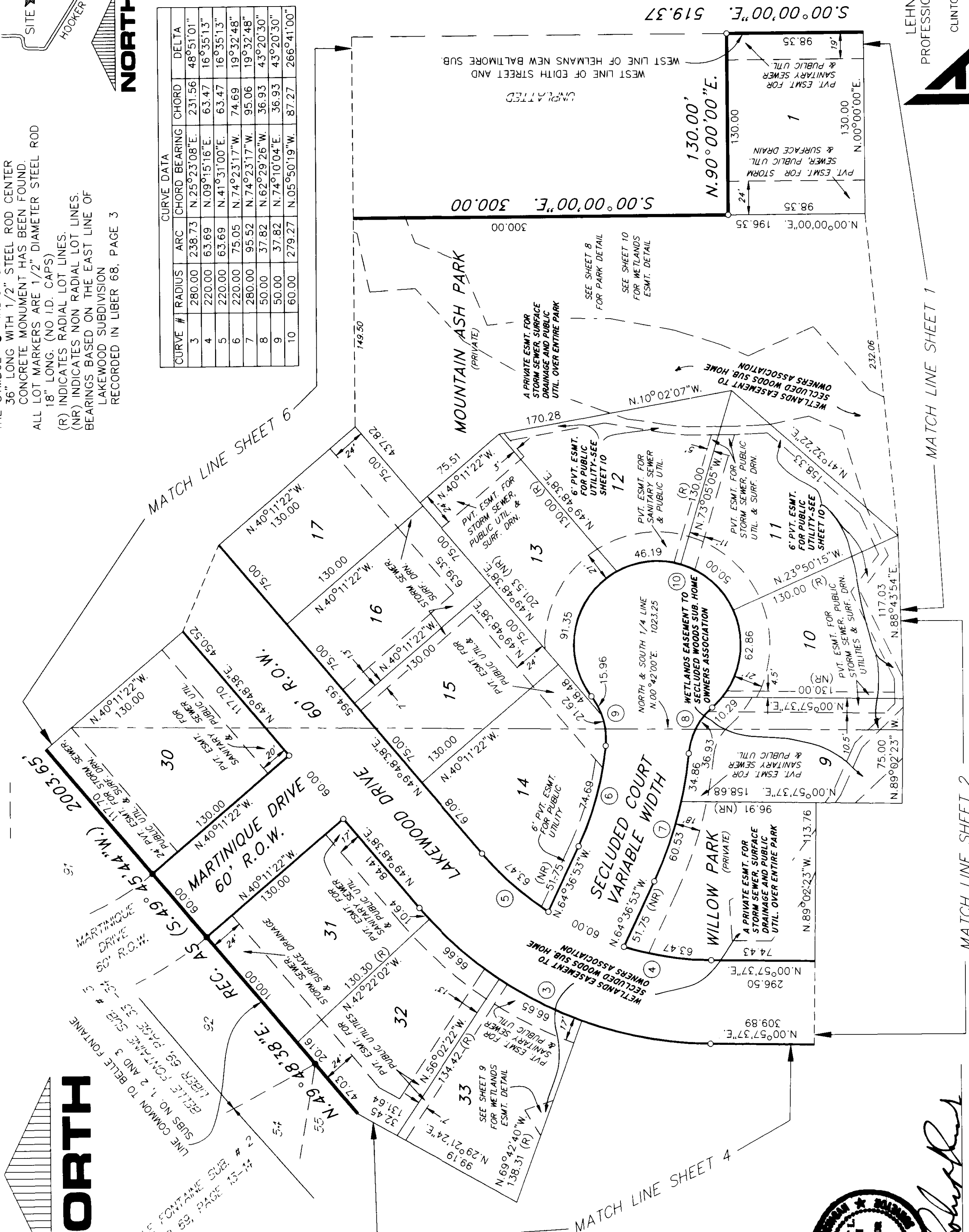
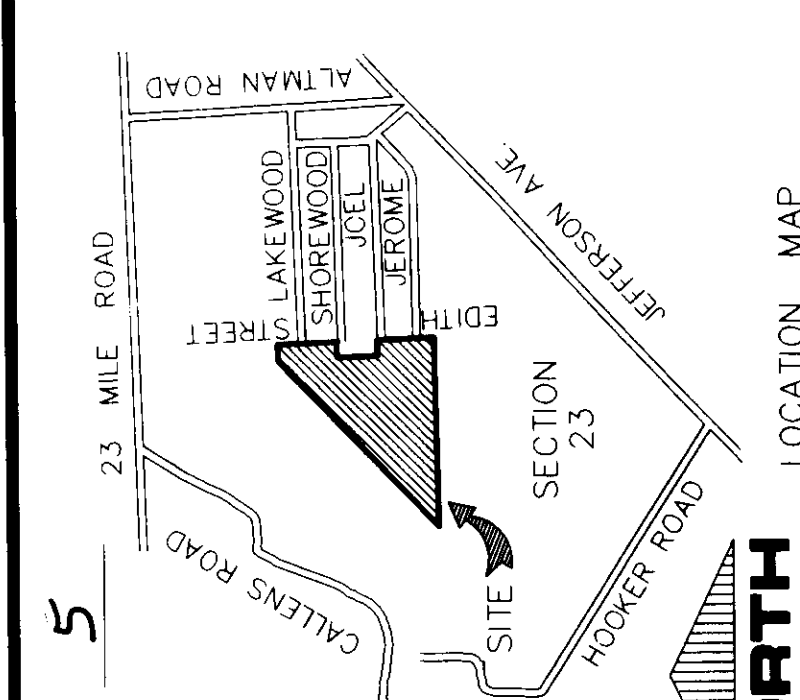
WETLANDS EASEMENT TO SECLUDED WOODS SUB. HOME OWNERS ASSOCIATION

WETLANDS EASEMENT TO SECLUDED WOODS SUB. HOME OWNERS ASSOCIATION

WETLANDS EASEMENT TO SECLUDED WOODS SUB. HOME OWNERS ASSOCIATION

CURVE #	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
3	280.00	238.73	N.25°23'08"E.	231.56	48°51'01"
4	220.00	63.69	N.09°15'16"E.	63.47	16°35'13"
5	220.00	63.69	N.41°31'00"E.	63.47	16°35'13"
6	220.00	75.05	N.74°23'17"W.	74.69	19°32'48"
7	280.00	95.52	N.74°23'17"W.	95.06	19°32'48"
8	50.00	37.82	N.62°29'26"W.	36.93	43°20'30"
9	50.00	37.82	N.74°10'04"E.	36.93	43°20'30"
10	60.00	279.27	N.05°50'19"W.	87.27	266°41'00"

LOCATION MAP  
NOT TO SCALE



SEE SHEET 9 FOR WETLANDS ESMT. DETAIL

SEE SHEET 8 FOR WETLANDS ESMT. DETAIL

SEE SHEET 10 FOR WETLANDS ESMT. DETAIL

SEE SHEET 11 FOR WETLANDS ESMT. DETAIL

SEE SHEET 12 FOR WETLANDS ESMT. DETAIL

SEE SHEET 13 FOR WETLANDS ESMT. DETAIL

SEE SHEET 14 FOR WETLANDS ESMT. DETAIL



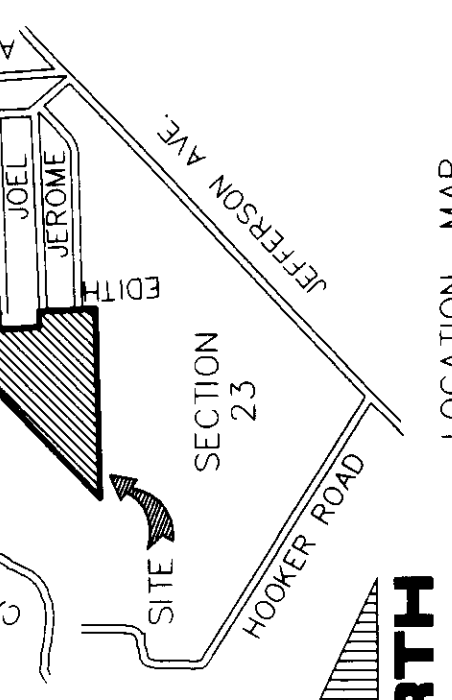
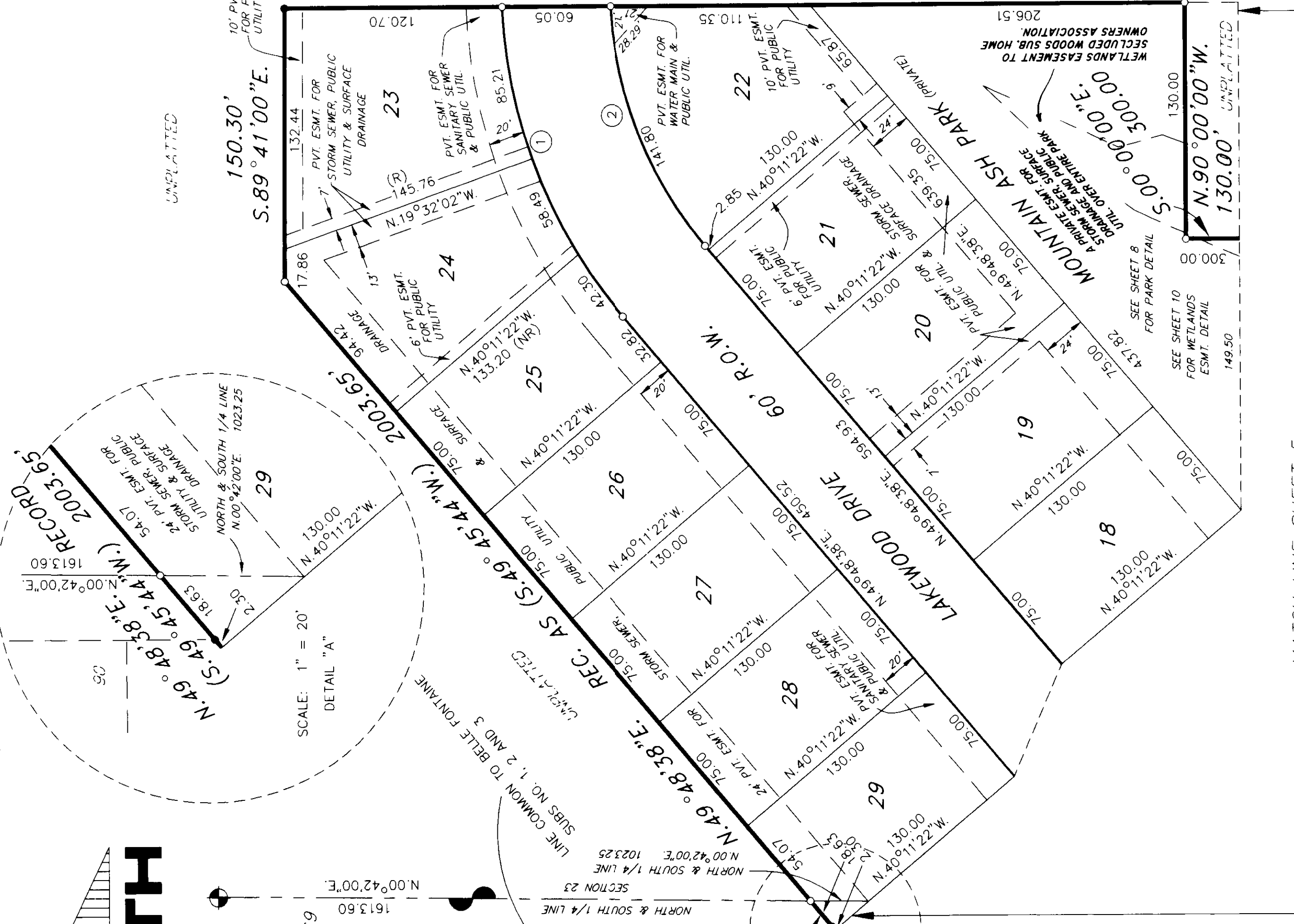
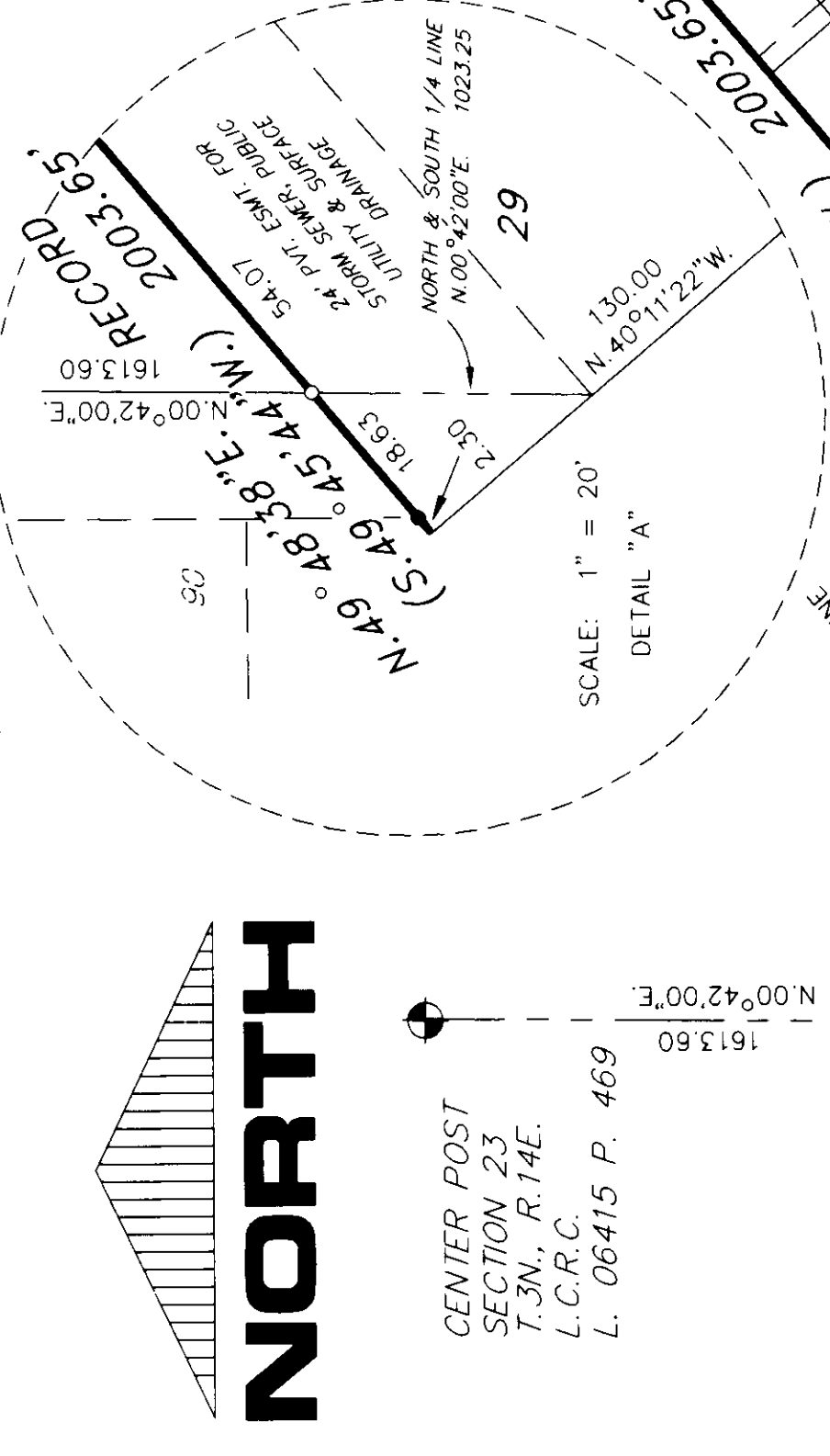
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052

LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114

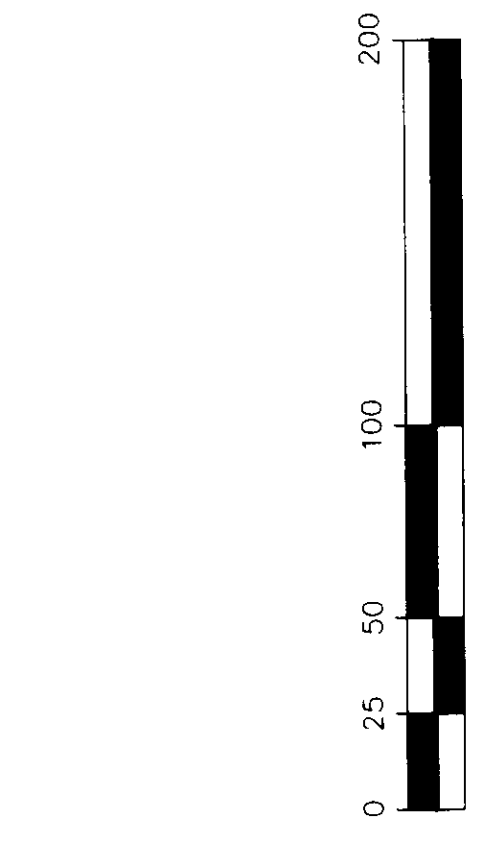


# SECLUDED WOODS SUBDIVISION

PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



LOCATION MAP  
NOT TO SCALE



CURVE DATA			
CURVE #	RADIUS	ARC CHORD BEARING	CHORD DELTA
1	280.00	N.68°53'25\"/>	

**LEGEND**

ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE CHORD.

THE SYMBOL "O" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN SET.

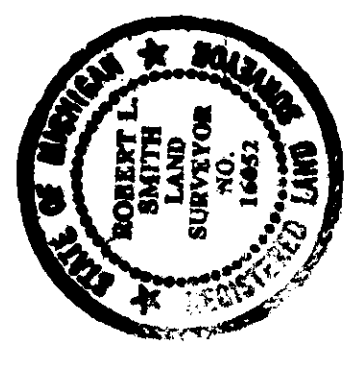
THE SYMBOL "●" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN FOUND.

ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD 18" LONG. (NO I.D. CAPS)

(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION RECORDED IN LIBER 68, PAGE 3

CENTER POST  
SECTION 23  
T.3N., R.14E.  
L.C.R.C.  
L. 06415 P. 469

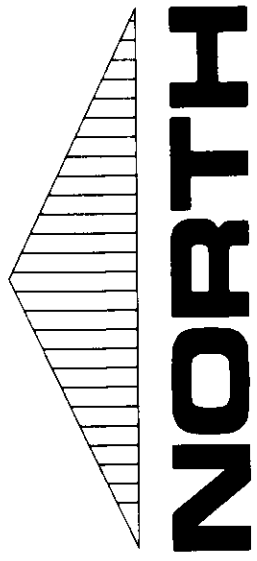
*Robert L. Smith*  
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052



**LEHNER ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114

# SECLUDED WOODS SUBDIVISION

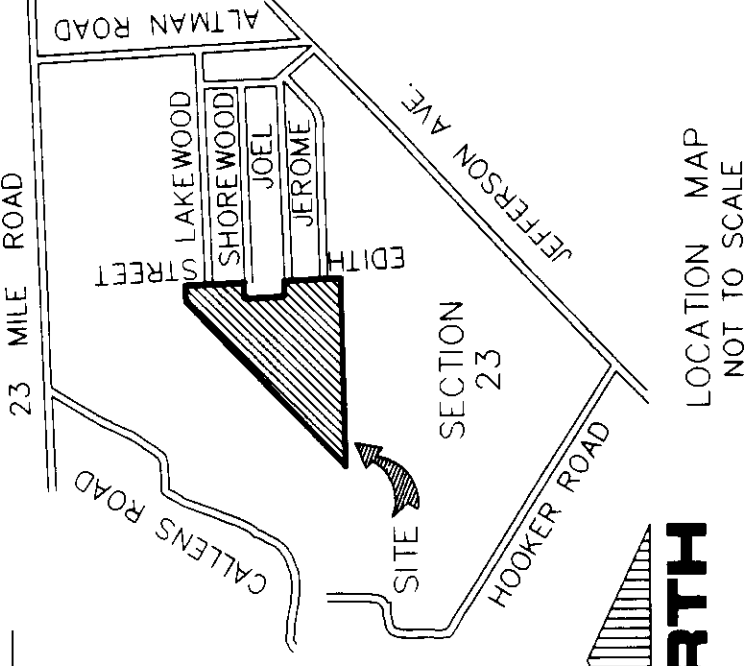
PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



LIBER 156 PAGE 7

LEGEND

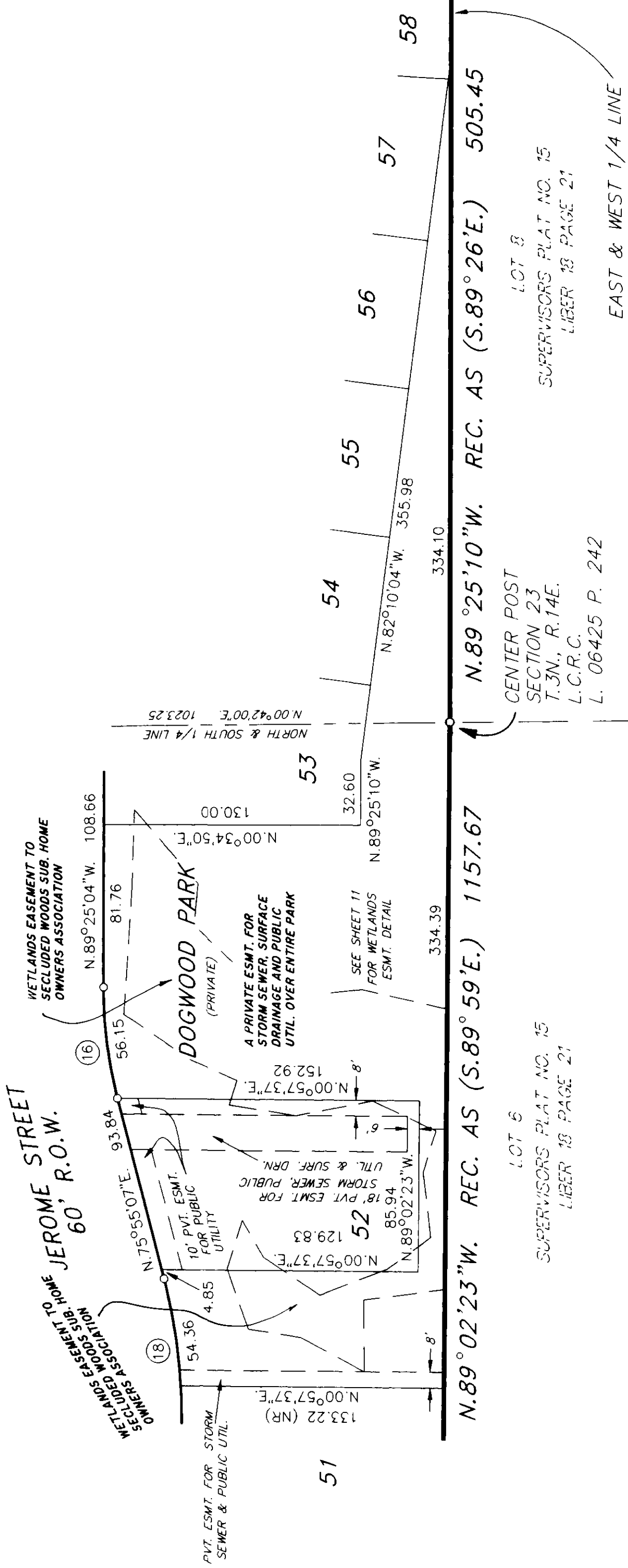
ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN  
ALONG THE CHORD.  
THE SYMBOL "O" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN SET.  
THE SYMBOL "•" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN FOUND.  
ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD  
18" LONG. (NO I.D. CAPS)  
(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF  
LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3



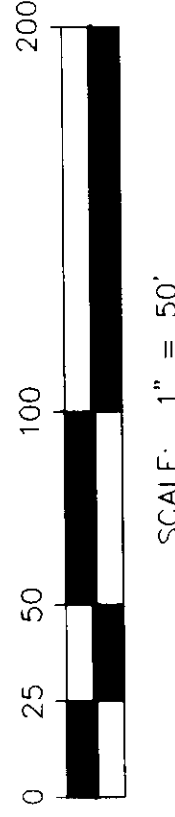
**NORTH**

LOCATION MAP  
NOT TO SCALE

CURVE #	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
16	220.00	56.30	N.83°14'59"E.	56.15	14°39'43"
18	280.00	73.51	N.83°26'22"E.	73.30	15°02'30"

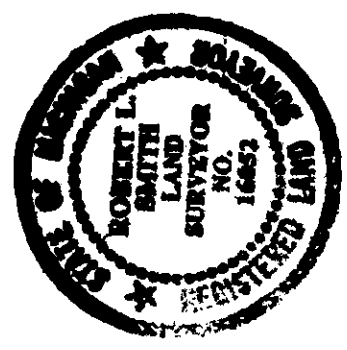


DOGWOOD PARK DETAIL



*Robert L. Smith*

ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052

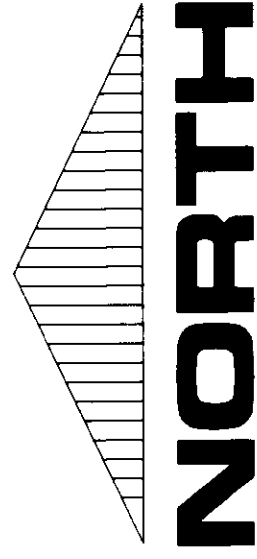


LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114

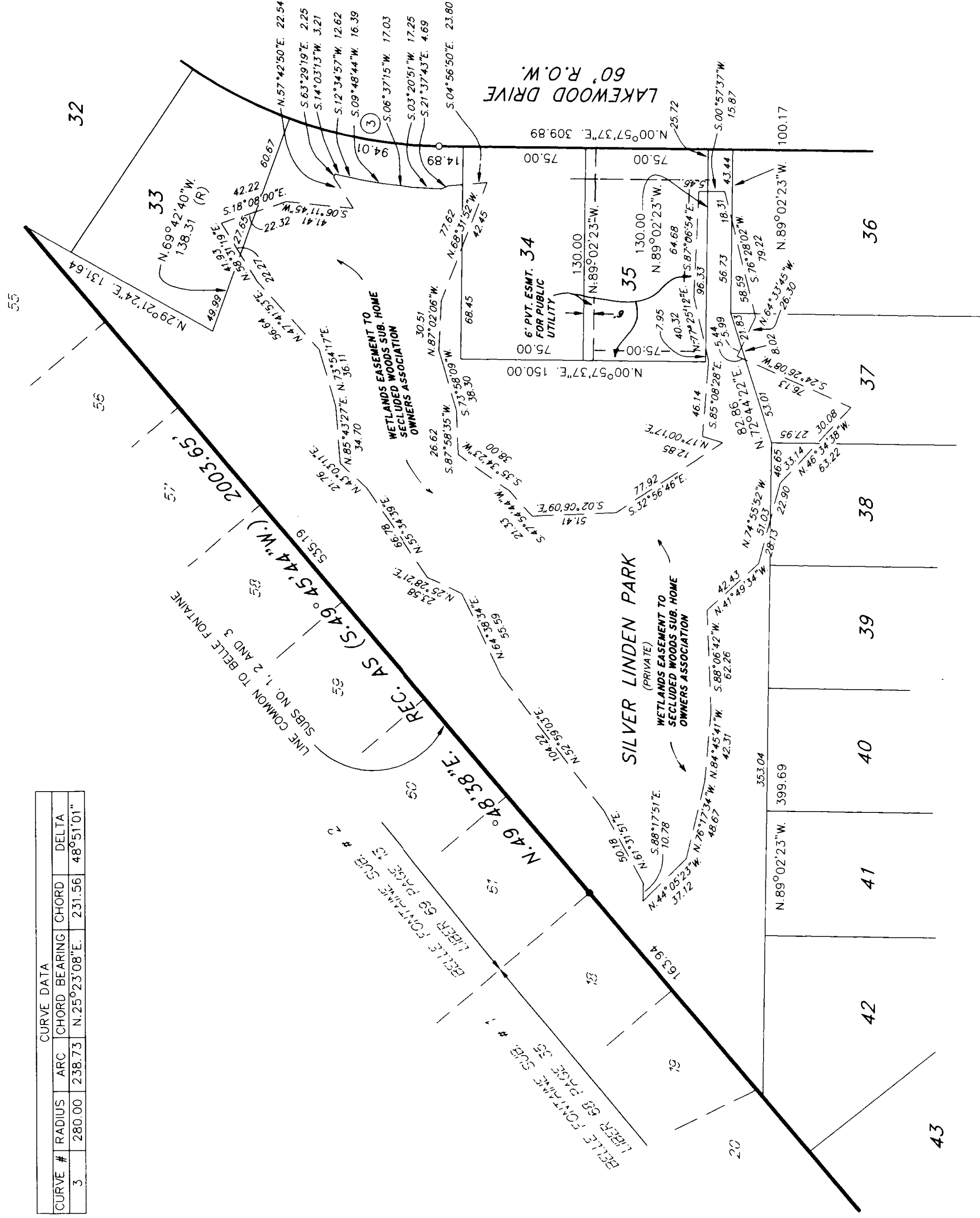


# SECLUDED WOODS SUBDIVISION

PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL. SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



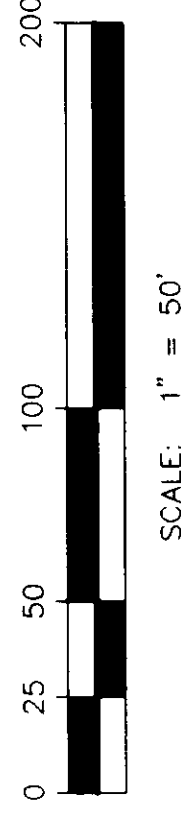
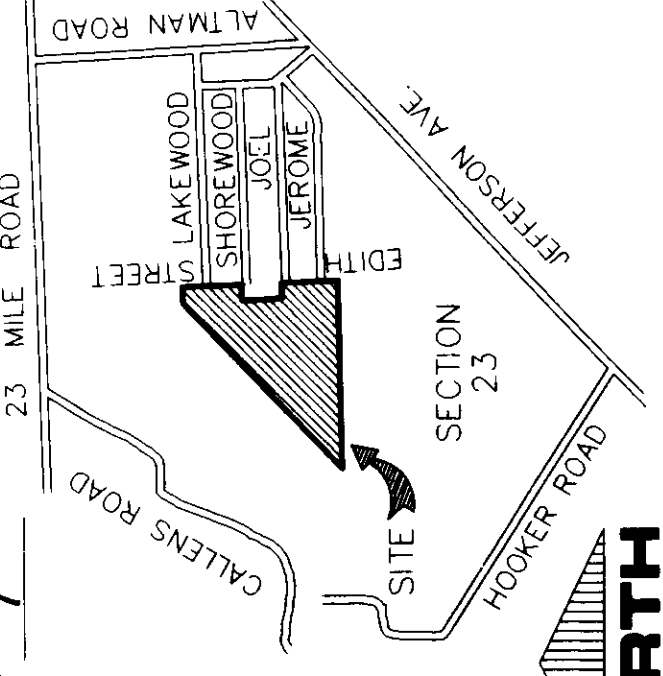
CURVE DATA			
CURVE #	RADIUS	ARC CHORD BEARING	CHORD DELTA
3	280.00	238.73 N.25°23'08"E.	231.56 48°51'01"



### LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE CHORD.  
THE SYMBOL "O" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN SET.  
THE SYMBOL "●" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN FOUND.  
ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD 18" LONG. (NO I.D. CAPS)  
(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3

LOCATION MAP  
NOT TO SCALE



*Robert L. Smith*

ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052



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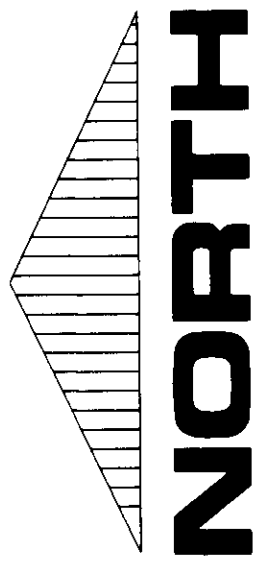
WETLANDS EASEMENT DETAIL



# SECLUDED WOODS SUBDIVISION

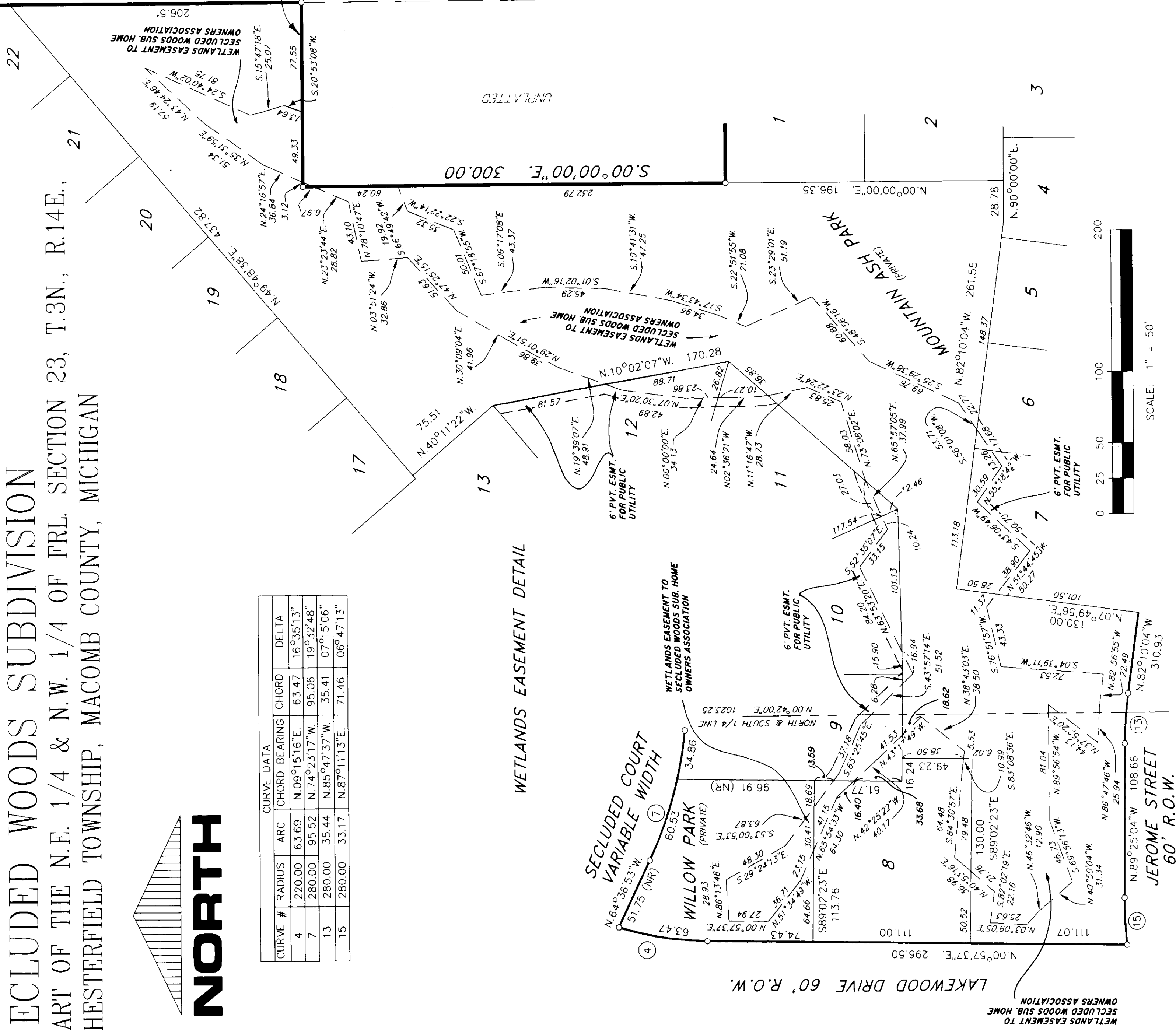
PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL. SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

LIBER 152 PAGE 10



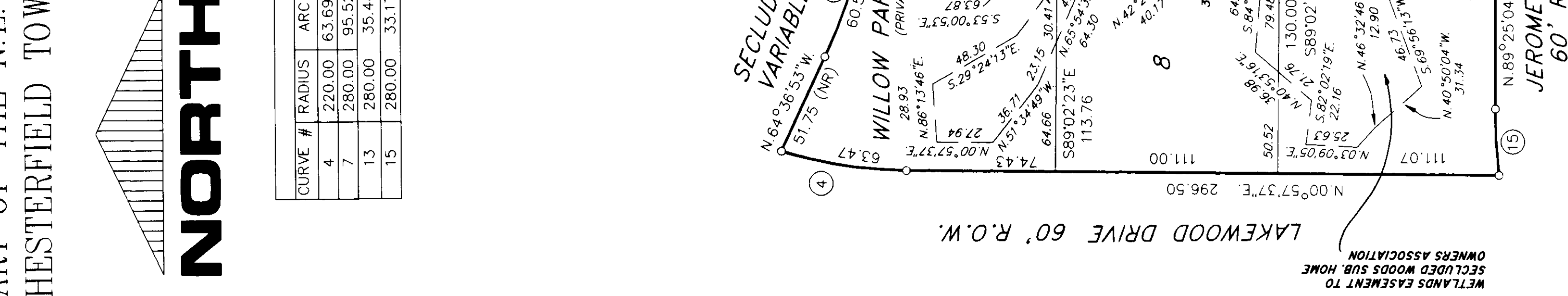
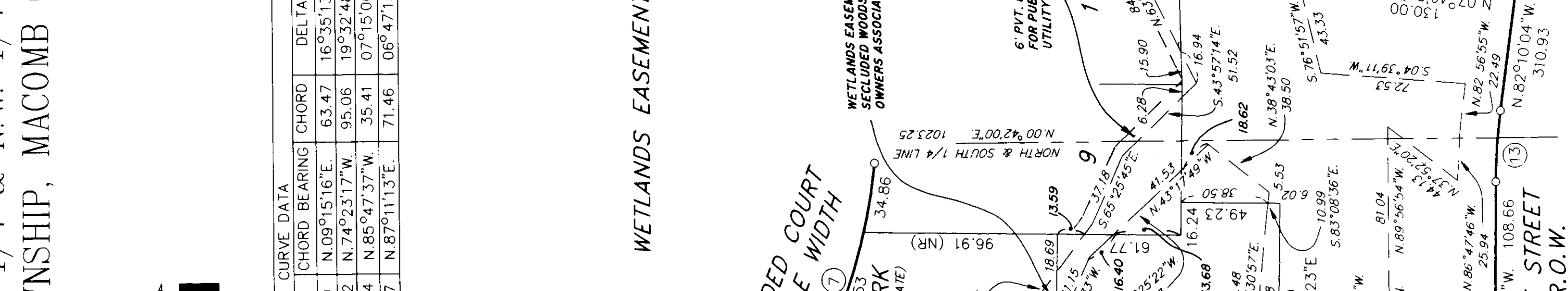
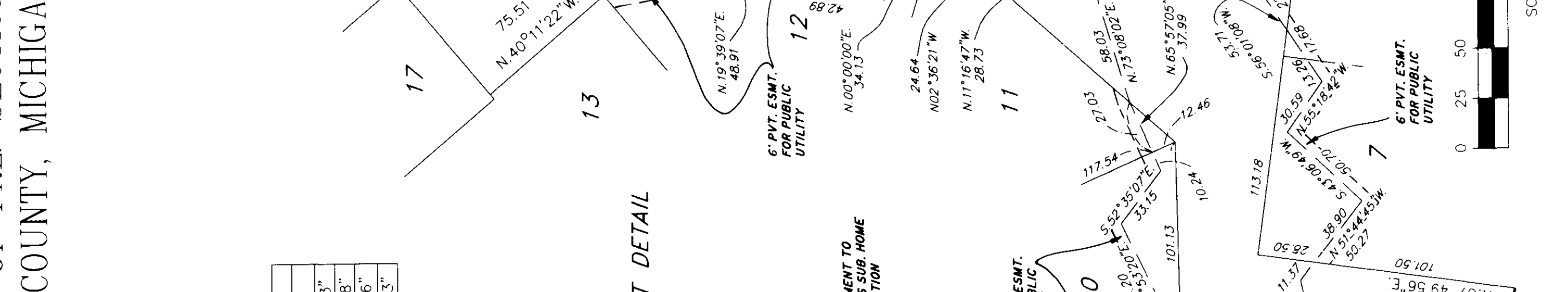
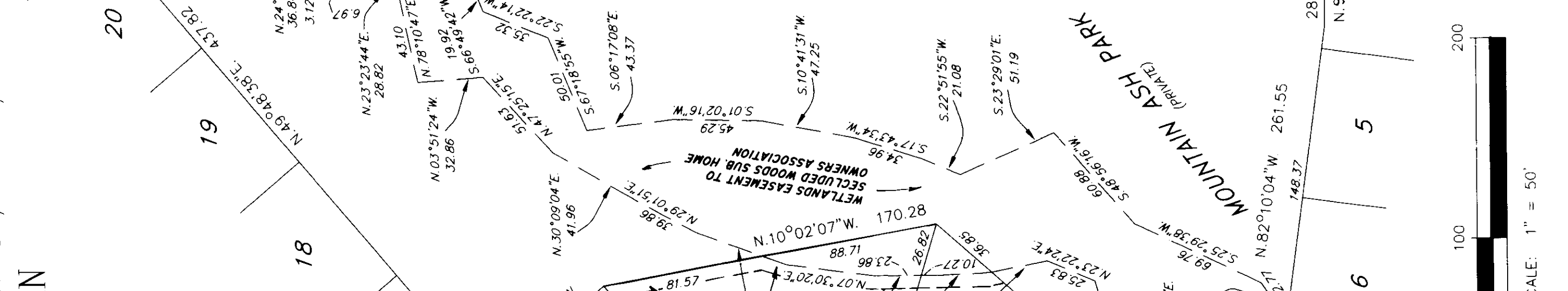
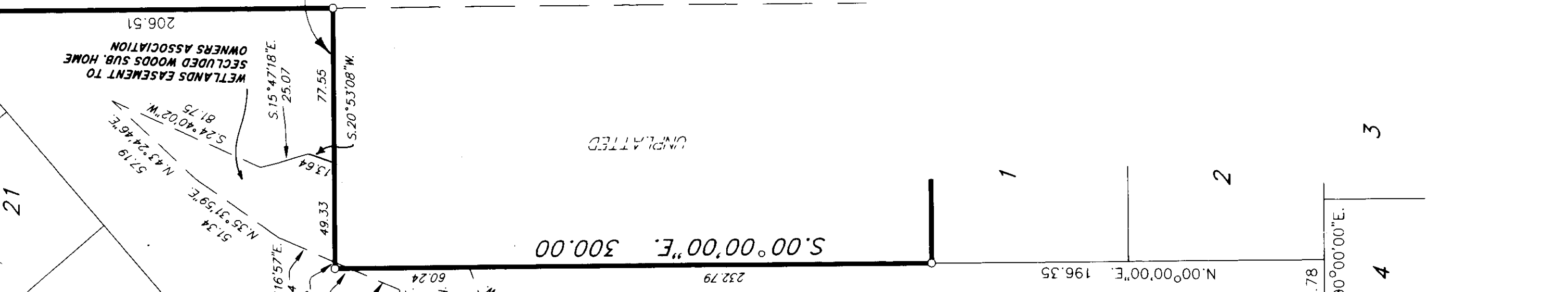
CURVE #	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
4	220.00	63.69	N.09°15'16"E.	63.47	16°35'13"
7	280.00	95.52	N.74°23'17"W.	95.06	19°32'48"
13	280.00	35.44	N.85°47'37"W.	35.41	07°15'06"
15	280.00	33.17	N.87°11'13"E.	71.46	06°47'13"

## WETLANDS EASEMENT DETAIL



S.00°00'00"E. 497.61  
EDITH STREET  
50' R.O.W.

N.90°00'00"W. 1300.00



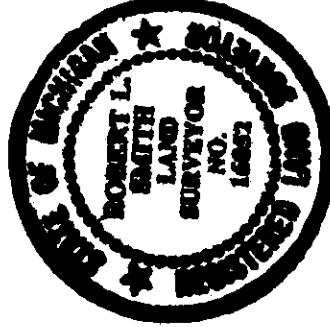
LOCATION MAP  
NOT TO SCALE

### LEGEND

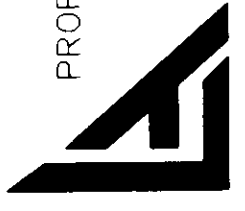
ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE CHORD.  
THE SYMBOL "o" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN SET  
THE SYMBOL "•" INDICATES A 4" DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN FOUND.  
ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD 18" LONG. (NO I.D. CAPS)  
(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3

LAKEWOOD DRIVE 60' R.O.W.  
SECLUDED WOODS SUB. HOME OWNERS ASSOCIATION

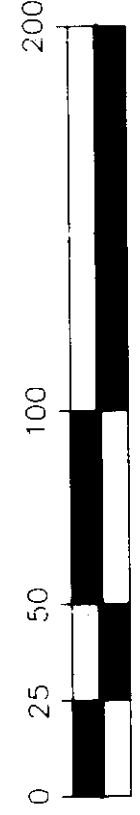
*Robert L. Smith*  
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052



**LEHNER ASSOCIATES, INC.**  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114



SCALE: 1" = 50'



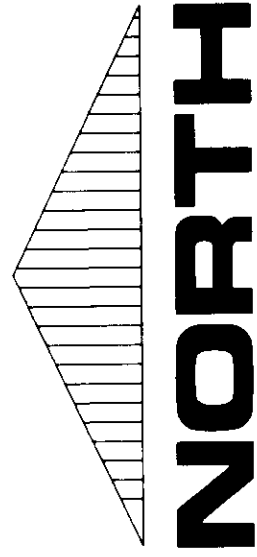
# SECLUDED WOODS SUBDIVISION

PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

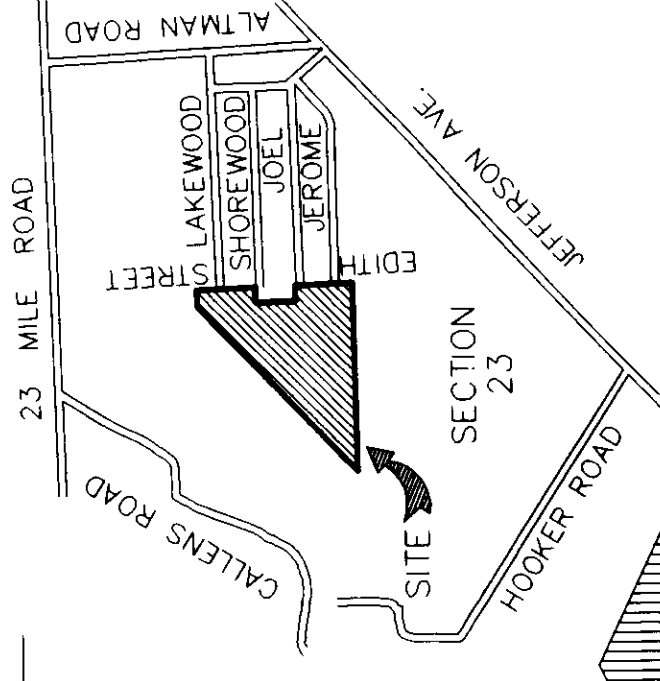
LIBER 157 PAGE 11

LEGEND

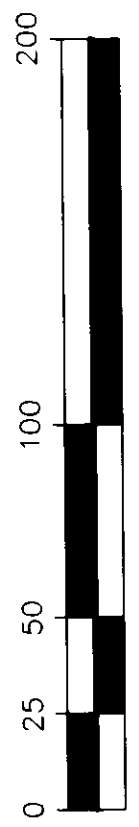
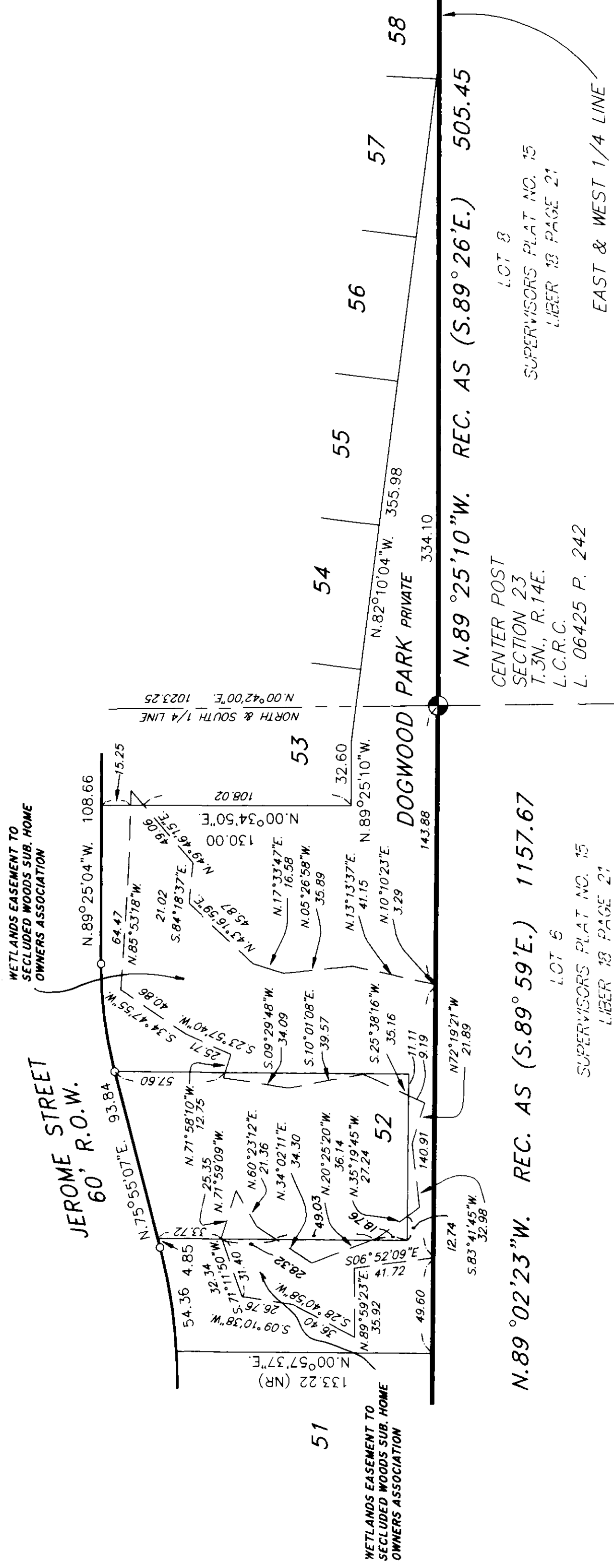
ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN  
ALONG THE CHORD.  
THE SYMBOL "o" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN SET.  
THE SYMBOL "•" INDICATES A 4" DIAMETER  
36" LONG WITH 1/2" STEEL ROD CENTER  
CONCRETE MONUMENT HAS BEEN FOUND.  
ALL LOT MARKERS ARE 1/2" DIAMETER STEEL ROD  
18" LONG. (NO I.D. CAPS)  
(R) INDICATES RADIAL LOT LINES.  
(NR) INDICATES NON RADIAL LOT LINES.  
BEARINGS BASED ON THE EAST LINE OF  
LAKEWOOD SUBDIVISION  
RECORDED IN LIBER 68, PAGE 3



LOCATION MAP  
NOT TO SCALE

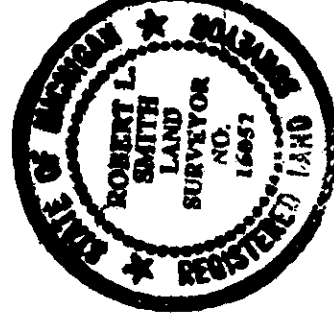


CURVE DATA			
CURVE #	RADIUS	ARC CHORD BEARING	CHORD DELTA
16	220.00	N.83°14'59"E.	56.15 14°59'43"
18	280.00	N.83°26'22"E.	73.30 15°02'30"

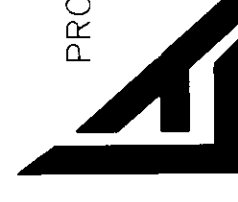


*Robert L. Smith*

ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052



LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114



WETLANDS EASEMENT DETAIL

N.89°02'23"W. REC. AS (S.89°59'E.) 1157.67  
LOT 5  
SUPERVISORS PLAT NO. 15  
LIBER 13 PAGE 21

LOT 3  
SUPERVISORS PLAT NO. 15  
LIBER 13 PAGE 21  
EAST & WEST 1/4 LINE

N.89°25'10"W. REC. AS (S.89°26'E.) 505.45

CENTER POST  
SECTION 23  
T.3N., R.14E.  
L.C.R.C.  
L. 06425 P. 242

DOGWOOD PARK PRIVATE

WETLANDS EASEMENT TO  
SECLUDED WOODS SUB. HOME  
OWNERS ASSOCIATION

WETLANDS EASEMENT TO  
SECLUDED WOODS SUB. HOME  
OWNERS ASSOCIATION

JEROME STREET  
60' R.O.W.

NORTH & SOUTH 1/4 LINE

SECLUDED WOODS SUBDIVISION  
PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

LIBER 152 PAGE 12

**SURVEYOR'S CERTIFICATE**

I, ROBERT L. SMITH, SURVEYOR, CERTIFY:

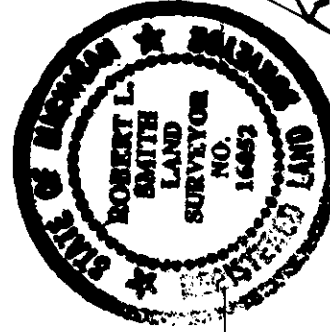
THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:

**SECLUDED WOODS SUBDIVISION**

PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23 T.3N. R.14E. CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 23, THENCE N.89°25'10"W. 2143.04 FT. ALONG THE EAST-WEST 1/4 LINE, ALSO BEING THE SOUTHERLY LINE OF "HELMAN'S NEW BALTIMORE SUBDIVISION" AS RECORDED IN LIBER 35 PAGE 37 AND THE NORTHERLY LINE OF "SUPERVISORS PLAT NO. 15" AS RECORDED IN LIBER 18 PAGE 21, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE N.89°25'10"W. 505.45 FT. TO THE CENTER POST OF SAID SECTION 23; THENCE CONTINUING ALONG SAID LINE N.89°02'23"W. 1175.67 FT.; THENCE N.49°48'38"E. 2003.65 FT. ALONG A LINE COMMON TO BELLE FONTAINE SUBDIVISION NO. 1, AS RECORDED IN LIBER 68 PAGE 35, BELLE FONTAINE SUBDIVISION NO. 2, AS RECORDED IN LIBER 69 PAGE 13 AND S.89°41'00"E. 150.30 FT. TO THE EAST LINE OF EDITH STREET (60 FT. WIDE) ALSO BEING THE EAST LINE OF LAKEWOOD SUBDIVISION, AS RECORDED IN LIBER 68 PAGE 3; THENCE ALONG SAID LINE S.00°00'00"E. 497.61 FT.; THENCE N.90°00'00"W. 130.00 FT.; THENCE S.00°00'00"E. 300.00 FT.; THENCE N.90°00'00"E. 130.00 FT. TO THE EAST LINE OF EDITH STREET (60 FT. WIDE) ALSO BEING THE EAST LINE OF HELMAN'S NEW BALTIMORE SUBDIVISION, AS RECORDED IN LIBER 35 PAGE 37; THENCE ALONG SAID LINE S.00°00'00"E. 519.37 FT. TO THE POINT OF BEGINNING, CONTAINING 26.81 ACRES OF LAND, 59 LOTS NUMBERED 1 THRU 59 INCLUSIVE AND FOUR PRIVATE PARKS.

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

11-24-03  
DATE:



LEHNER ASSOCIATES, INC.  
17001 19 MILE ROAD - SUITE 3  
CLINTON TWP., MICHIGAN 48038-1203  
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052  
VICE PRESIDENT-LEHNER ASSOCIATES, INC.

**PROPRIETOR'S CERTIFICATE**

BRANDENBURG INVESTMENTS, L.L.C., DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY PAUL ESPOSITO, MEMBER AND MARK GESUALE, MEMBER AS PROPRIETORS, CERTIFY THAT WE CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT; AND THAT MOUNTAIN ASH PARK, DOGWOOD PARK, SILVER LINDEN PARK AND WILLOW PARK ARE PRIVATE PARKS FOR THE USE OF THE LOT OWNERS.

WITNESSES:

Louis Piccariego  
LOUIS PICCARELIO

David M. Gaulin  
DAVID M. GAULIN

Lori Hernandez  
LORI HERNANDEZ

DAVID M. GAULIN

BRANDENBURG INVESTMENTS, L.L.C.

51480 ORO DRIVE  
SHELBY MI. 48315  
FILE NO. B79-32D  
DATED MARCH 6, 2002

Paul Esposito  
PAUL ESPOSITO - MEMBER

Mark Gesuale  
MARK GESUALE - MEMBER

**PROPRIETOR'S CERTIFICATE**

MACOMB COMMUNITY BANK A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY TIMOTHY J. CUTTLE, PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT; AND THAT MOUNTAIN ASH PARK, DOGWOOD PARK, SILVER LINDEN PARK AND WILLOW PARK ARE PRIVATE PARKS FOR THE USE OF THE LOT OWNERS.

WITNESSES:  
MACOMB COMMUNITY BANK  
16000 HALL ROAD, SUITE 102  
CLINTON TWP., MI. 48038

David M. Gaulin  
DAVID M. GAULIN

Timothy J. Cuttle  
TIMOTHY J. CUTTLE - PRESIDENT

DEBORAH S. MOSER

**ACKNOWLEDGMENT**

STATE OF MICHIGAN ) S.S.  
MACOMB COUNTY )

PERSONALLY CAME BEFORE ME THIS 12 DAY OF Dec 2003, THE ABOVE NAMED TIMOTHY J. CUTTLE, PRESIDENT OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE SUCH PRESIDENT OF SAID CORPORATION, ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE FREE ACT AND DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Cheryl A. Allor  
NOTARY PUBLIC CHERYL A. ALLOR

St Clair  
COUNTY, MICHIGAN

MY COMMISSION EXPIRES: 10/25/06



Robert L. Smith  
ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052

LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD - SUITE 3  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114



SHEET 12 OF 13

SECLUDED WOODS SUBDIVISION  
PART OF THE N.E. 1/4 & N.W. 1/4 OF FRL SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE (5) YEARS PRECEDING 12/16/03, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

Shirley Kogelmann  
MACOMB COUNTY TREASURER  
DEPUTY TREASURER  
Shirley Kogelmann

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON MARCH 8, 2004, AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF MACOMB.

Ashley V. Marocco  
ANTHONY V. MARROCCO, MACOMB COUNTY DRAIN COMMISSIONER

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

APPROVED ON March 20, 2004, AS COMPLYING WITH SECTION 183 OF ACT 288, P.A. 1967 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF MACOMB COUNTY.

Fran Gillett CHAIRPERSON  
FRAN GILLETT  
Robert M. Sawicki VICE CHAIRPERSON  
ROBERT M. SAWICKI  
Thomas L. Raymus COMMISSIONER  
THOMAS L. RAYMUS

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF CHESTERFIELD, AT A MEETING HELD ON May 17, 2004 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. OF 1967. THAT THE LOTS CONFORM WITH THE LEGALLY ADOPTED ZONING SUBDIVISION CONTROL ORDINANCE OF THE TOWNSHIP, AND WAIVE THE MINIMUM LOT SIZES IN SECTION 186, ALSO THAT ADEQUATE SURETY HAS BEEN DEPOSITED WITH THE TOWNSHIP CLERK FOR THE PLACING OF MONUMENTS AND LOT MARKERS WITHIN A REASONABLE LENGTH OF TIME, NOT TO EXCEED ONE (1) YEAR FROM THE ABOVE DATE, AND THAT THE PUBLIC WATER AND SEWER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION WITHIN THIS PLAT.

Kelly Cholarek  
KELLY CHOLAREK, TOWNSHIP CLERK

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE MACOMB COUNTY PLAT BOARD ON May 21, 2004, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Nancy M. White  
NANCY M. WHITE, CHAIR OF THE COUNTY BOARD OF COMMISSIONERS

Carmella Sabough  
CARMELLA SABAUGH, COUNTY CLERK REGISTER OF DEEDS

Ted B. Wahby  
TED B. WAHBY, COUNTY TREASURER

RECORDING CERTIFICATE

STATE OF MICHIGAN )  
COUNTY OF MACOMB )

THIS PLAT WAS RECEIVED FOR RECORD ON THE 28th DAY OF JUNE 2004, AT 3:56 P.M., AND RECORDED IN LIBER 157 OF PLATS ON PAGE(S) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13.

Carmella Sabough  
CARMELLA SABAUGH, COUNTY CLERK REGISTER OF DEEDS  
BY: Betty A. Felton  
CHIEF DEPUTY REGISTER OF DEEDS



EXAMINED AND APPROVED  
DATE June 24, 2004  
BY DEPARTMENT OF LABOR  
AND ECONOMIC GROWTH  
BY Maynard R. Dyer  
MAYNARD R. DYER, P.S., DIRECTOR  
OFFICE OF LAND SURVEY  
AND REMONUMENTATION

ROBERT L. SMITH  
PROFESSIONAL SURVEYOR NO. 16052

LEHNER ASSOCIATES, INC.  
PROFESSIONAL ENGINEERS & SURVEYORS  
17001 19 MILE ROAD - SUITE 3  
CLINTON TOWNSHIP, MICHIGAN 48038-1203  
(586) 412-7050  
FAX: (586) 412-7114

REC'D MACOMB CO 11 MAR 21 PM 12:23

1143598  
LIBER 20692 PAGE 794  
03/29/2011 12:49:39 PM  
Macomb County, MI  
Carmella Sabaugh, Clerk/Register of Deeds  
Receipt # 12539

SEAL

**AFFIDAVIT TO MODIFY DEED RESTRICTION  
FOR PROPERTY LOCATED AT 34168 JEROME ST., CHESTERFIELD, MI, LOT  
52 OF SECLUDED WOODS SUBDIVISION**

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF INGHAM     )

I, Brian M. Lum as attorney for Michigan Commerce Bank, being duly sworn, make this affidavit as follows:

1. That Michigan Commerce Bank is the fee simple owner of certain real property located at 34168 Jerome, Chesterfield, MI (Lot 52 of the Secluded Woods subdivision), Sheriff's Deed recorded at Liber 19331, Page 834 of Macomb County Records.
2. That Michigan Commerce Bank has requested the Department of the Army, Detroit District, Corps of Engineers to modify an existing Deed Restriction on this property.
3. That the Department of Army, Detroit District, Corps of Engineers has agreed to modify said Deed Restriction.
4. That in order to make this Deed Restriction modification valid, Michigan Commerce Bank must take such action as may be necessary to ensure that the attached eight page verification letter is recorded with the Register of Deeds.
5. That the purpose of this affidavit and the recording of the Deed Restriction modification letter is to give notice to all interested parties concerning the change in the Deed Restriction.

10  
CE 5078


GRECO  
41

6. Affiant gives this Affidavit on behalf of Michigan Commerce Bank for the recording of the attached Deed Restriction modification letter for property located at 34168 Chesterfield, MI (Lot 52 of the Secluded Woods subdivision) and further Affiant saith not.

  
\_\_\_\_\_  
Brian M. Lum, Affiant

STATE OF MICHIGAN)  
COUNTY OF INGHAM)

The foregoing instrument was subscribed and sworn to before me on this 16<sup>th</sup> day of March, 2011, by Brian M. Lum.

  
\_\_\_\_\_  
Notary Public Casey Mobley  
Ingham County, Michigan  
My commission expires: 12/12/2014



Drafted by and return to:  
Brian M. Lum (P72194)  
Michigan Commerce Bank  
200 N. Washington Square  
Lansing, MI 48933



**DEPARTMENT OF THE ARMY  
DETROIT DISTRICT, CORPS OF ENGINEERS  
REGULATORY OFFICE  
477 MICHIGAN AVENUE  
DETROIT MI 48226-2550**

March 1, 2011

Engineering & Technical Services  
Regulatory Office  
File No. LRE-2000-100301-N02

Rob Drewek  
Lino Realty  
42822 Garfield Road  
Suite 101  
Clinton Township, Michigan 48038

Dear Mr. Drewek:

Please refer to the August 11, 2010 document, submitted on your behalf to our offices by Stuart Kogge of JF New, regarding your request to modify the existing deed restriction on Lot 52 of the Secluded Woods Subdivision in Chesterfield Township, Michigan. Specifically, you request to exchange 80 square feet of deed restricted area within the building envelope on the western edge of Lot 52 with approximately 1290 square feet of wetland along the southern edge of Lot 52 that is currently not part of the deed restriction (see enclosed figures). In the provided document, it is stated that the purpose of the modification is to make the lot usable for a residential structure. As it is mapped now, the 80 square feet of deed restricted area on Lot 52 makes the building envelope for the lot too small for construction purposes unless the structure was moved farther south on the lot which would impact more wetlands in the long run that were not part of the original deed restriction.

On May 2, 2002, the Corps of Engineers issued Department of the Army Permit No. 2000-100301 to Antonio Evangelista for the discharge of fill material into wetlands adjacent to Lake St. Clair (Salt River) for the construction of three road crossings and as backfill over utility lines within the footprint of the crossings for the construction of a subdivision. As a condition of the issued permit, a preserved area on the property was created and was to remain in its natural undisturbed condition in perpetuity and not be subject to any alteration of vegetation, soils, or hydrology by the permittee and any heirs or assigns. The permittee was required to ensure that the permit letter and map of the preserved area was recorded with the Registrar of Deeds and provide proof of that recording. In November of 2002, we received notification that the above conditions had been met and that the permit letter and preserved area had been recorded with the Macomb County Registrar of Deeds on July 1, 2002 (Liber 011920, Pages 937 through 950).

We have reviewed the document submitted by Mr. Kogge on your behalf and have determined that your request to modify the deed restricted area on Lot 52 is acceptable to the Corps of Engineers. As shown on the enclosed drawing, 80 square feet of previously deed restricted area on the western edge of Lot 52 will be exchanged for approximately 1290 square feet of wetland along the southern edge of Lot 52.

- 2 -

In order for this Deed Restriction modification to be valid, you must take such action as may be necessary to ensure that this verification letter is recorded with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property. Please submit proof (copy with liber and page numbers) that the document and drawings have been recorded with the proper Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interest in real property in Macomb, Michigan. The required proof should be submitted to this office within 30 days of the date of this letter. Should we not receive proof of the recording within the time frame listed above, this modification will be considered invalid.

You are advised that other Federal, state, local, or interested party authorizations may need to be obtained to make the Deed Restriction modification valid. Although the Corps of Engineers has approved the modification, you may need to get proper authorization from other interested parties, as required by law.

Additionally, please note that any work, such as filling activities for the construction of a residential unit, involving wetlands on Lot 52 may require prior authorization from the Corps of Engineers. Our acceptance of the proposed deed restriction modification does not remove the need to apply for and receive the proper permits from the Corps of Engineers prior to construction or filling activities within wetlands or other waters of the United States. To better explain the Corps' permit program, we have enclosed copies of the application materials that you will need to complete and submit to us in order to request authorization to perform any activities falling under the Corps' jurisdiction. As described in the application materials, you will need to include plan and cross-section view drawings of your proposed work in 8 1/2 x 11 inch format. Drawings and a narrative on the form should specifically identify and describe all areas of soil movement and fill placement.

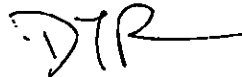
Should you have any further questions, please contact Laura Garrett at the above address or telephone 313-226-1327. Please refer to File No. LRE-2000-100301-N02 in all future communications with this office.



-3-

We are interested in your thoughts and opinions concerning your experience with the Detroit District, Corps of Engineers Regulatory Program. If you are interested in letting us know how we are doing, you can complete an electronic Customer Service Survey from our web site at: <http://per2.nwp.usace.army.mil/survey.html>. Alternatively, you may contact us and request a paper copy of the survey that you may complete and return to us by mail or fax. Thank you for taking the time to complete the survey, we appreciate your feedback.

Sincerely,



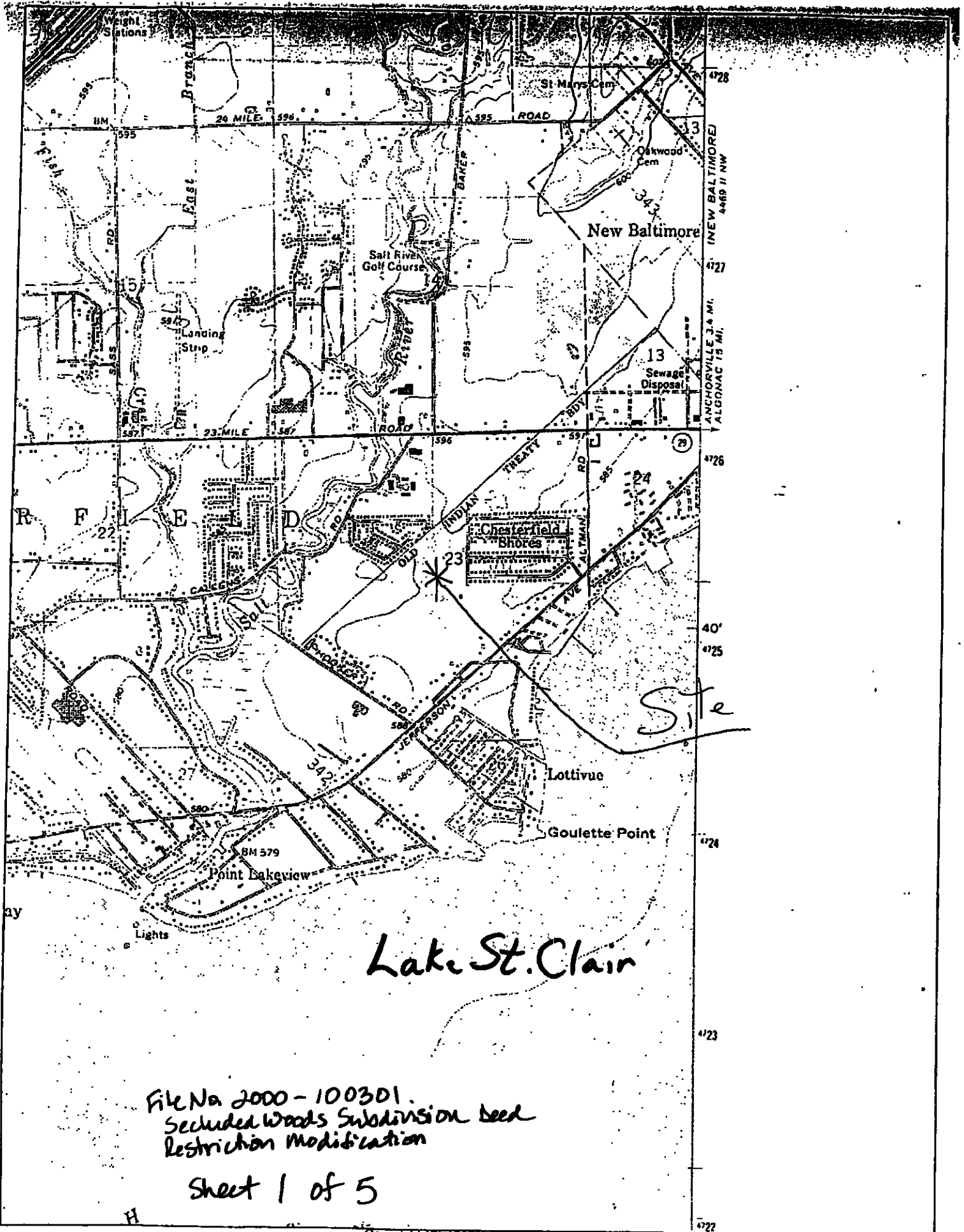
Donald T. Reinke  
Chief, Compliance & Enforcement Branch  
Regulatory Office

Enclosures

Copy Furnished:

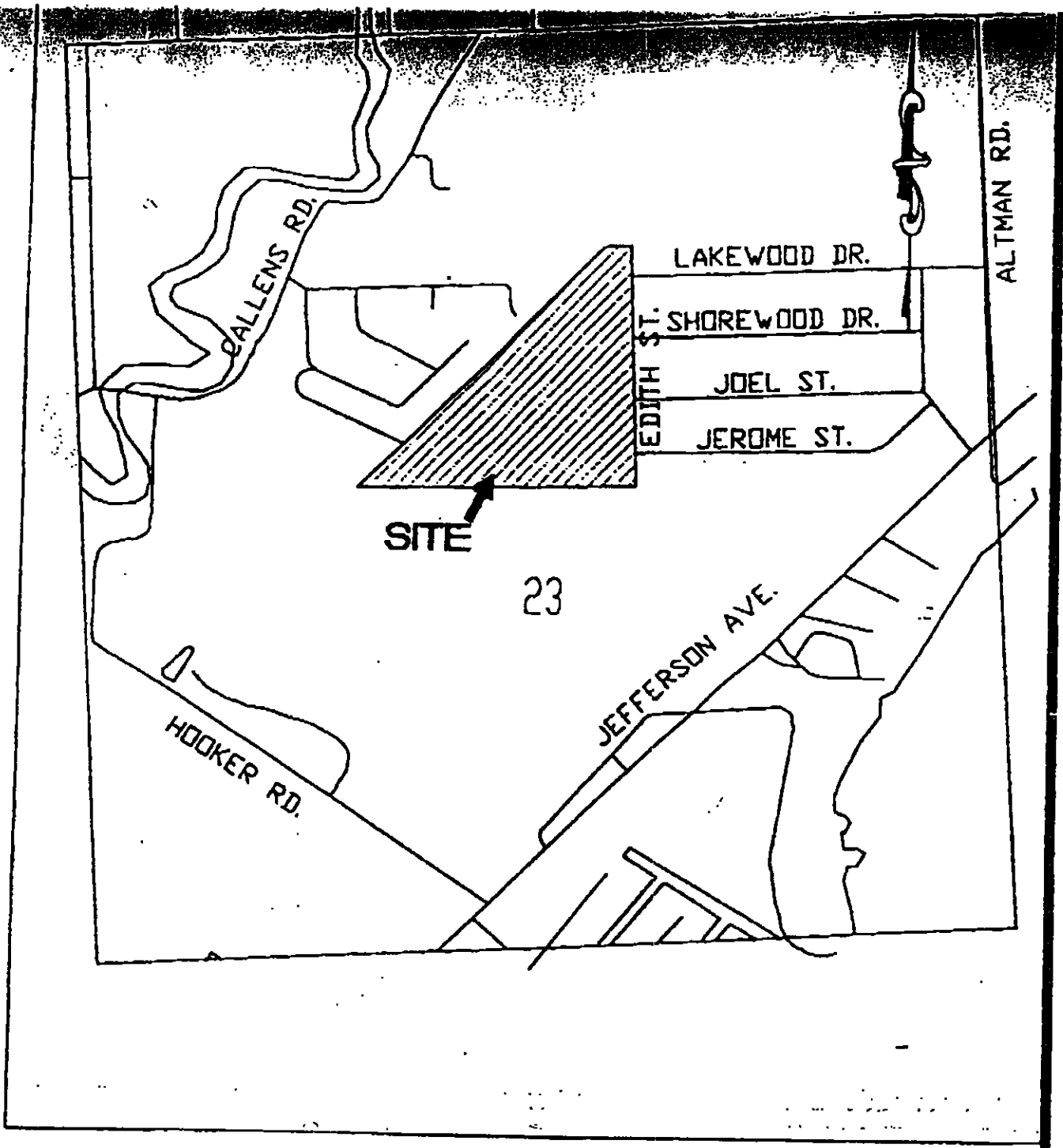
MDNRE, Southeast Michigan District/Hartz  
JF New/Kogge





File No 2000-100301.  
 Secluded Woods Subdivision Seed  
 Restriction Modification

Sheet 1 of 5



File No. 2000-100301  
Secluded Woods Subdivision  
Deed Restriction Modification  
Sheet 2 of 5

# Original Deed Restriction map

AREA OF WETLAND FILL (A,B,C)

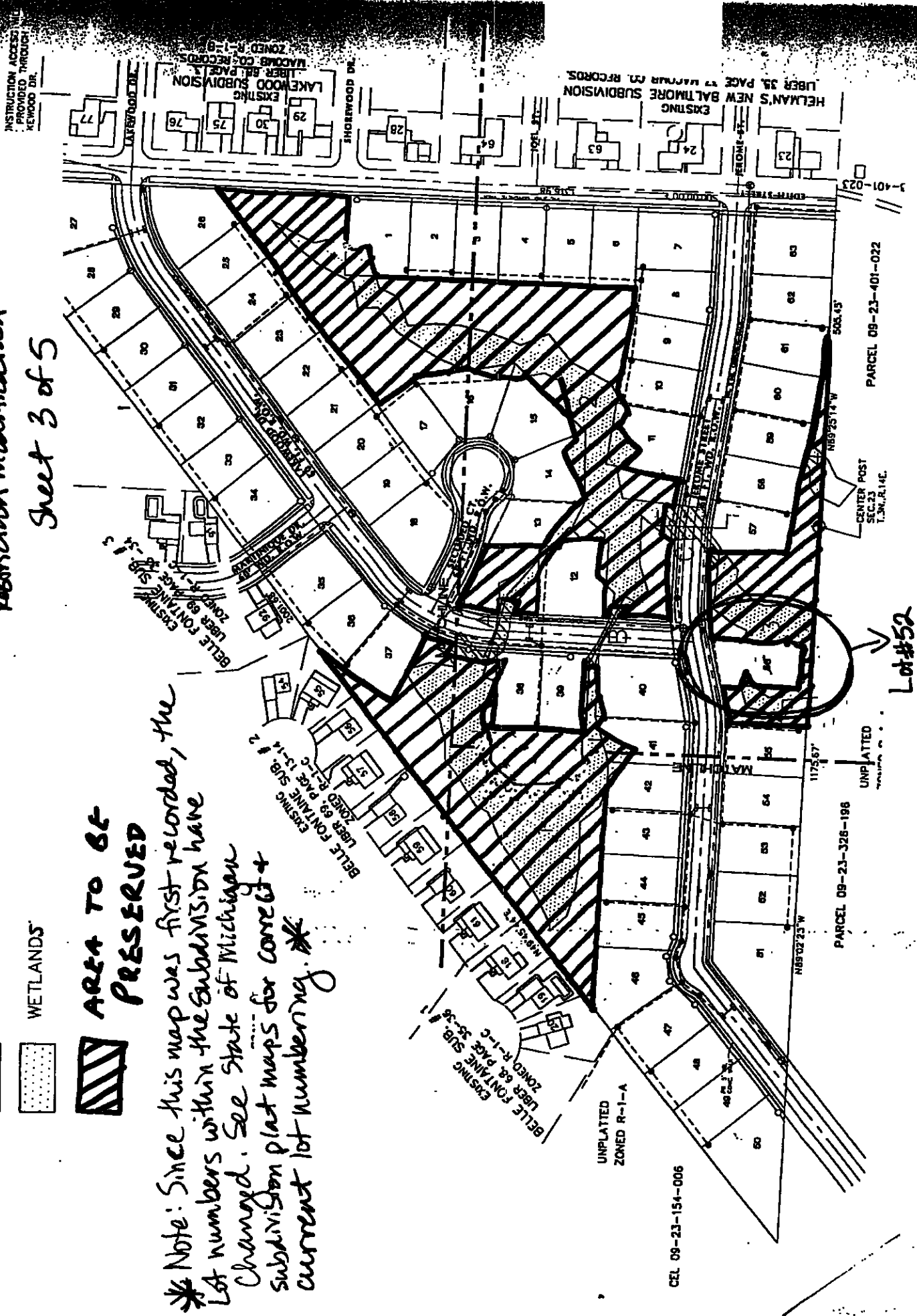
WETLANDS

**AREA TO BE PRESERVED**

\*Note: Since this map was first recorded, the Lot numbers within the subdivision have changed. See State of Michigan subdivision plat maps for correct + current lot numbering.\*

File No. 2000-100351  
Secluded Woods Subdivision Deed  
Restriction Modification

Sheet 3 of 5



Lot #52

CEL 09-23-154-006

PARCEL 09-23-326-196

UNPLATTED

CENTER POST SEC. 23 T.3N., R.14E.

PARCEL 09-23-401-022

3-401-023

EXISTING HELMAN'S NEW BALTIMORE SUBDIVISION LIBER 39 PAGE 77 WARDEN CO. RECORDS.

EXISTING LAKEWOOD SUBDIVISION LIBER 84 PAGE 35-36 WARDEN CO. RECORDS.

INSTRUCTION ACCESSIBLE PROVIDED THROUGH KEWOOD DR.

**SECLUDED WOODS SUBDIVISION**  
 PART OF THE N.E. 1/4 & N.W. 1/4 OF FRI. SECTION 23, T.3N., R.14E.,  
 CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN

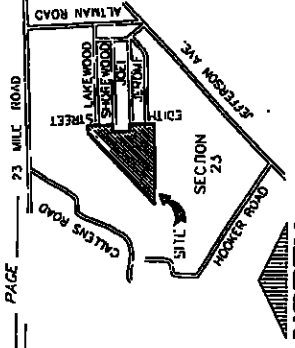
*File No. 2000-100301*  
*Secluded Woods Subdivision deed*  
*Restriction Modification*

*Sheet 4 of 5*

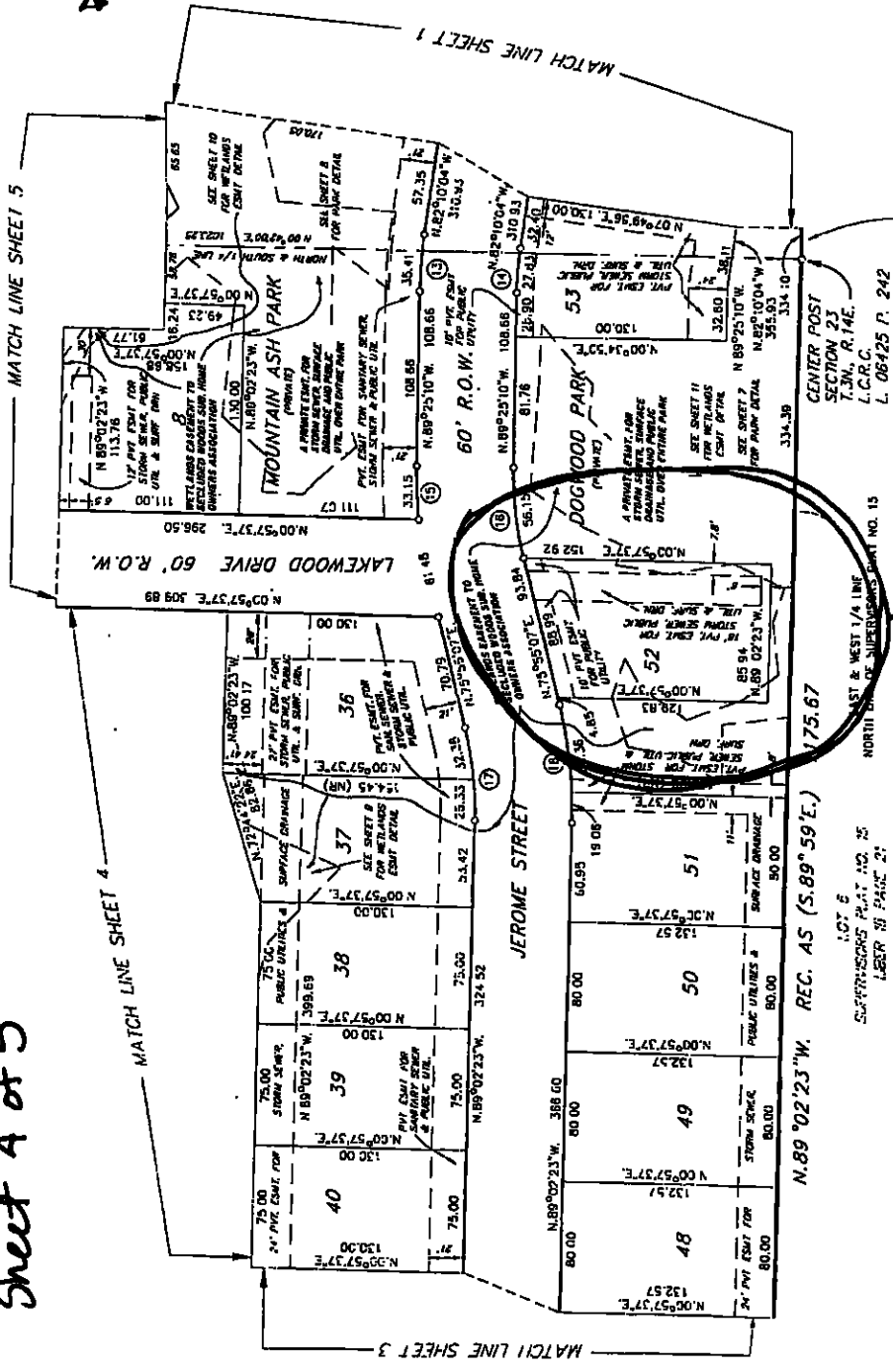
*\*Plat map found on State of Michigan Subdivision plat map web site.*

**LEGEND**  
 ALL DIMENSIONS ARE SHOWN IN FEET. ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE CHORD.  
 THE SYMBOL INDICATES A 4" DIAMETER LONG WITH 1/4" STEEL ROD CENTER COMPACTED 4" MINUTES A DIAMETER 36" LONG WITH 1/2" STEEL ROD CENTER CONCRETE MONUMENT HAS BEEN FOUND. ALL LOT MARKERS ARE 1/2" DIAMETER SITTL. ROD 18" LONG (NO ID. CAPS).  
 (R) INDICATES RADIAL LOT LINES.  
 (NR) INDICATES NON RADIAL LOT LINES. BEARINGS BASED ON THE EAST LINE OF LAKEWOOD SUBDIVISION RECORDED IN LIBER 6B, PAGE 3

LIBER PAGE

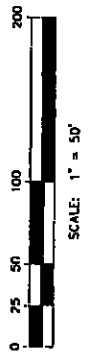


**NORTH**



REC. AS (S.89°26'E.) 505.45  
 N.89°25'10"W.

Lot #52

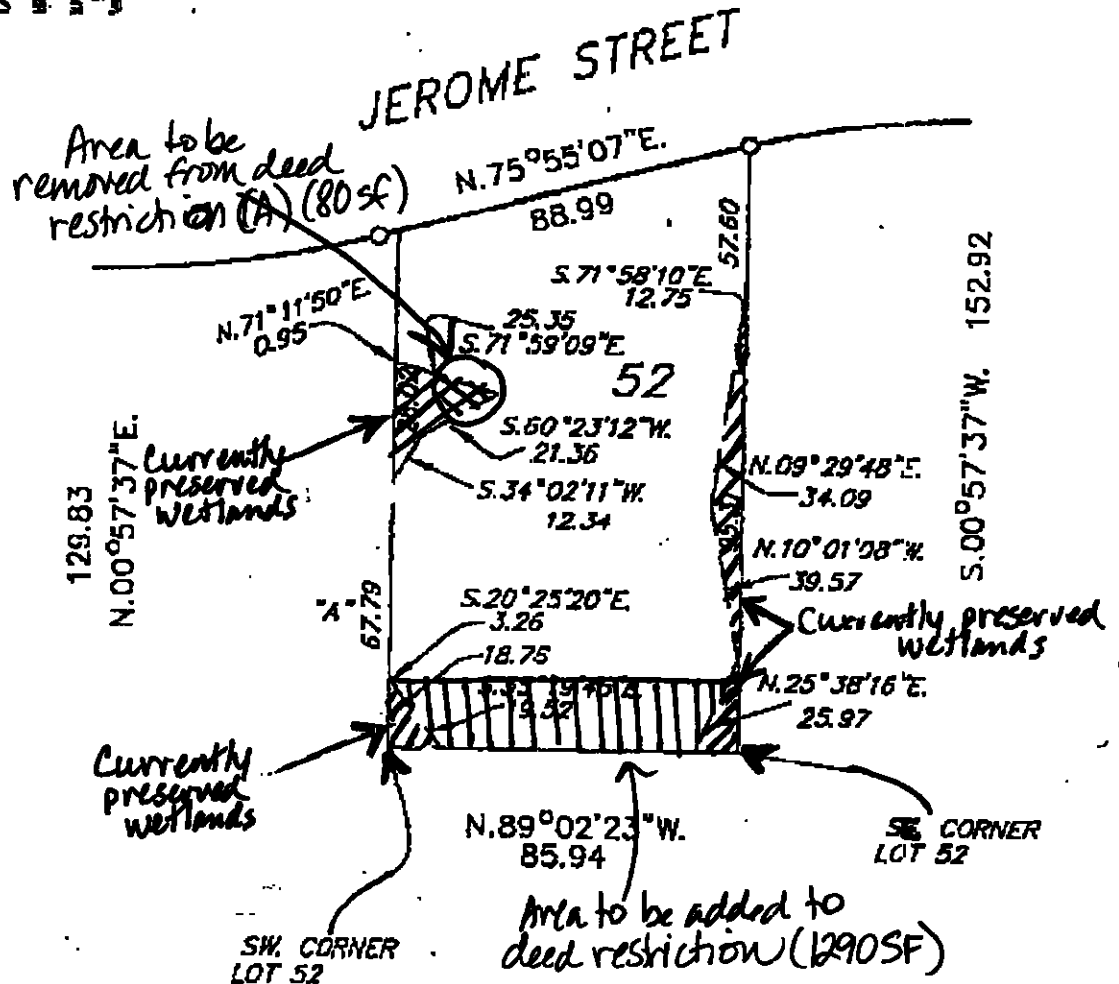





ROBERT L. SMITH  
 PROFESSIONAL SURVEYOR NO. 16052

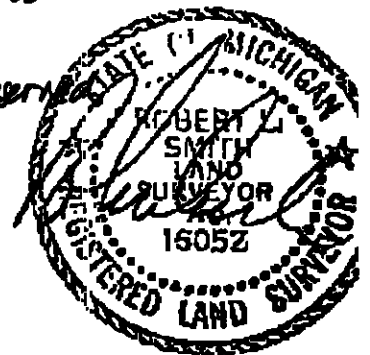


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 FAX (566) 412-7114

FRL. SECTION 23, T.3N., R.14E.,  
CHESTERFIELD TOWNSHIP, MACOMB COUNTY, MICHIGAN



-  = Wetland areas already preserved on Lot 52.
-  = Preserved area to be removed from the deed restricted wetland area.
-  = Area to be added to deed restricted wetland preserved area in exchange for area (A)



File No. 2000-100301  
Secluded Woods Subdivision  
Deed restriction modification  
Sheet 5 of 5

