

AGREEMENT AND COVENANTS FOR ROADWAY RIGHT-OF-WAY

THE UNDERSIGNED John D. Rumsey and Elizabeth Anne Rumsey, being the mortgagees and Huron Creek Farms, A Michigan Copartnership being the developers of certain property located in the SE 1/4 of the NW 1/4, the NE 1/4 of the SW 1/4, and the SE 1/4, Section 23, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan, described on attached "Exhibit -A-", commonly referred to as "HURON CREEK FARMS - ESTATES", hereby place the following set of restrictions and conditions upon the general set of private roadway easements which provide vehicular and utility access to all individual parcels within HURON CREEK FARMS - ESTATES. These restrictions shall run with the land and each person hereafter accepting a deed or other conveyance of any parcel within HURON CREEK FARMS - ESTATES shall take subject to these restrictions and conditions.

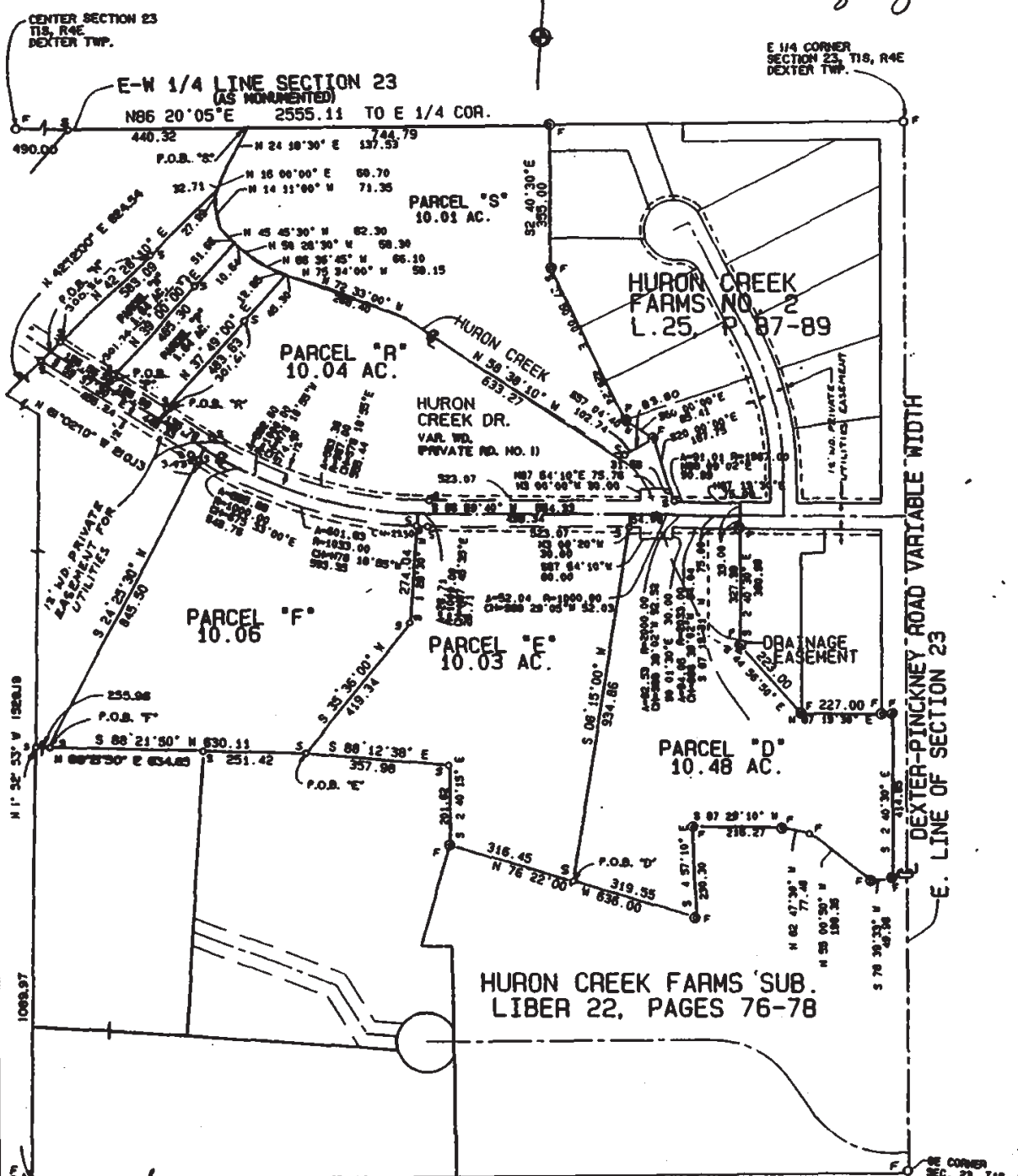
- 1 - The general roadway easements within HURON CREEK FARMS - ESTATES are described on "EXHIBIT -B-" attached hereto and made a part hereof.
- 2 - The developer of HURON CREEK FARMS - ESTATES shall bear the entire cost of creating the original roads over and across the right-of-way set forth above. The original roads shall be built as a blacktop road in compliance with Township specifications with a variance on the length of the road.
- 3 - From and after the original installation of said roads across the right-of-ways set forth above, all further improvements, maintenance, and repair shall be shared by the owners of the following parcels including future divisions of said parcels:
 - A - Parcels D,E,F,G,H,J,K,L,M,N,P, & R as described on Atwell-Hicks survey attached as "EXHIBIT -B-".
- 4 - The necessity for improvements, maintenance, or repair, together with the method of assessment and the collection of funds, shall be determined as follows:
 - A - Whenever the owners of two or more parcels abutting the road shall determine that any part of the road right-of-way including any culverts installed crossing said right-of-way is in need of improvement, maintenance, or repair, said owners may call a meeting of the other owners of parcels above abutting said road right-of-way, by sending a notice by certified mail to the residential address of each such owner. The notice shall set forth the date, time and location of the meeting, and said notice shall be mailed not less than ten (10) nor more than thirty (30) days prior to said meeting. (The owner of a purchaser's interest in a land contract for the purchase of one or more or part of any of said parcels shall be deemed for purposes of this agreement, to be the owner of said parcel.)
 - B - At the time and place of the meeting, a quorum shall be present if the owners of a majority of individual parcels (as shown by tax rolls) abutting said roadway shall attend said meeting.
 - C - The person calling the meeting shall be deemed to be the Convenor and Chairperson of the meeting. The quorum shall thereafter designate a Secretary, whose job it shall be to transcribe the action of the meeting.

RECORDED
 WASHTENAW COUNTY MI
 Jul 10 11 44 AM '89
 ROBERT H. HARRISON
 COUNTY CLERK/REGISTER

- D - All action of the property owners at said meeting shall be determined by the majority vote of those in attendance at said meeting.
- E - Each parcel abutting or served by an easement abutting said right-of-way shall be entitled to one vote.
- F - The chairperson shall be authorized to contract for the improvements, maintenance, or repairs as determined necessary by the vote of the meeting.
- G - The cost of all such improvements, maintenance, or repair shall be shared equally by each parcel or division thereof as shown by tax rolls served by said right-of-way, regardless of the parcel's size, location or front-footage on the right-of-way.
- H - The secretary shall be authorized to determine the assessment for each parcel. statements shall be mailed by the Secretary by regular mail to the residential addresses of the owners of the parcels. Said assessments shall be payable within thirty (30) days from the date of mailing.
- I - In the event the owner of any parcel shall fail to make payment within the (30) day period, said assessment shall thereafter accrue interest at the rate of one and one-half (1-1/2) percent per month and be retroactive to the date of mailing. In the event that the specified interest rate shall be deemed usurious or unenforceable under the law of the State of Michigan at the time for enforcement then the interest rate shall instead be the highest interest rate allowed by law under the pertinent circumstances. Such unpaid payment shall become a lien on the property. The secretary shall be authorized to institute suit in the name of and for the benefit of the owners of all the parcels to collect the same in any court of law, including actual reasonable attorneys fees and all actual costs of litigation.
- 5 - For the purpose of this declaration, the words "improvements", "maintenance", and "repair" shall be deemed to include, but not be limited to, general repairs, grading, surfacing with gravel, bituminous or cement surfacing, snowplowing, installation of curbs and/or gutters, installation of storm, and/or sanitary sewers, and any and all manner of things which may be established, erected and constructed, on, over or under said private road right-of-way.
- 6 - This set of restrictions shall apply only to the roadway easements described in paragraph one (1) above.
- 7 - In the event the owners of 2/3 of the parcels participating in this agreement agree to dedicate all or any portion of these road easements to the public, or should the Township of Dexter, the County of Washtenaw, or the Washtenaw County Road Commission legally mandate such dedication of these road easements, the owners of all parcels shall immediately execute without compensation such documents as may be necessary and required to accomplish such dedication.
- 8 - Any sale, subdivision, or resale of any of the parcels of property described herein, shall be made subject to the terms, conditions and covenants of this agreement. At all times these obligations and rights, including the obligation to improve, repair, and maintain the right-of-way, shall run with the land and shall remain an encumbrance upon the property herein referred to and shall bind the owners, their executors, administrators, heirs, and assigns. All of these agreements and covenants shall run with the title to each of the parcels described herein or any subdivision thereof.

EXHIBIT -A-

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 23, T19, R4E, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N 86 DEGREES 30' 58" E 200.08 FEET ALONG THE SOUTH LINE OF SAID SECTION 23; THENCE N 1 DEGREE 52' 53" W 1089.97 FEET; TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 1 DEGREE 52' 53" W 438.22 FEET; THENCE N 61 DEGREES 02' 10" W 1747.52 FEET; THENCE N 1 DEGREE 54' 47" W 178.00 FEET; THENCE ALONG THE E-W 1/4 LINE OF SECTION 23 N 86 DEGREES 57' 10" E. 905.24 FEET; THENCE N 2 DEGREES 53' 00" W 1321.90 FEET; THENCE N 86 DEGREES 59' 25" E 395.47 FEET; THENCE ALONG THE N-S 1/4 LINE SECTION 23 S 2 DEGREES 53' 00" E 1321.64 FEET; THENCE N 86 DEGREES 20' 05" E 1675.11 FEET; THENCE S 2 DEGREES 40' 30" E 355.00 FEET; THENCE S 27 DEGREES 50' 00" E 428.24 FEET; THENCE S 60 DEGREES 00' 00" E 85.41 FEET; THENCE S 20 DEGREES 00' 00" 167.75 FEET; THENCE N 88 DEGREES 09' 02" E 90.99 FEET; THENCE N 87 DEGREES 19' 30" E 75.00 FEET; THENCE S 2 DEGREES 40' 30" E 360.99 FEET; THENCE S 44 DEGREES 56' 50" E 223.00 FEET; THENCE N 87 DEGREES 19' 30" E 227.00 FEET; THENCE S 2 DEGREES 40' 30" E 414.85 FEET; THENCE S 78 DEGREES 39' 33" W 49.96 FEET; THENCE N 55 DEGREES 00' 50" W 198.35 FEET; THENCE N 82 DEGREES 47' 30" W 77.46 FEET; THENCE S 87 DEGREES 29' 10" W 216.27 FEET; THENCE S 4 DEGREES 57' 10" E. 230.30 FEET; THENCE N 76 DEGREES 22' 00" W 656.00 FEET ; THENCE N 2 DEGREES 40' 15" W 201.62 FEET; THENCE N 88 DEGREES 12' 38" W 357.98 FEET; THENCE S 88 DEGREES 21' 50" W 886.07 FEET TO THE POINT OF BEGINNING.



N 06°30'30" E 200.08
S 1/4 CORNER SEC. 23 T18, R4E, DEXTER TWP.
S. LINE SECTION 23
E. LINE OF SECTION 23
SE CORNER SEC. 23, T18, R4E, DEXTER TWP.

LEGEND

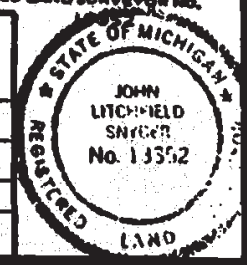
- OF FOUND IRON PIPE
- OS SET IRON PIPE
- OF FOUND MONUMENT

REVISED 2/27/89: ADDED SURVEY DATA
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON AUGUST 5 1988, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/ 5000 ,AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1976 HAVE BEEN COMPLIED WITH

W.P. Saylor
REGISTERED LAND SURVEYOR NO.

CLIENT **TYLER AND SOLEY**
SURVEY OF 13 PARCELS OF LAND IN
SECTION 23 TOWN 1 SOUTH, RANGE 4 EAST
DEXTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

ATWELL-HICKS, INC.
LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS
ANN ARBOR
SCALE: 1 INCH = 300 FEET
DIMENSIONS IN FEET
BOOK 854 PAGE 30 SHEET 1 OF 7
DATE AUG. 5, 1988 FILE NUMBER: 501-100A



WITNESSES TO S 1/4 COR.

FOUND 1" IRON PIPE		
24" OAK	S 30° E	13.72
14" OAK	S 25° E	10.10
WOOD FENCE POST	EAST	0.48
8" CHERRY	N 35° W	3.8
24" OAK (DEAD)	N 30° E	5.80 (OLD)

WITNESSES TO W 1/4 COR.

FOUND 1" IRON PIPE		
N-S FENCE LINE	WEST	29
10' ELM	EAST	53.10
1/2" POWER LINE	SOUTH	100.0
BASE OF WOOD		
FENCE POST	N 80° W	1.7
8" ELM	N 30° E	81.90

CENTER SEC.

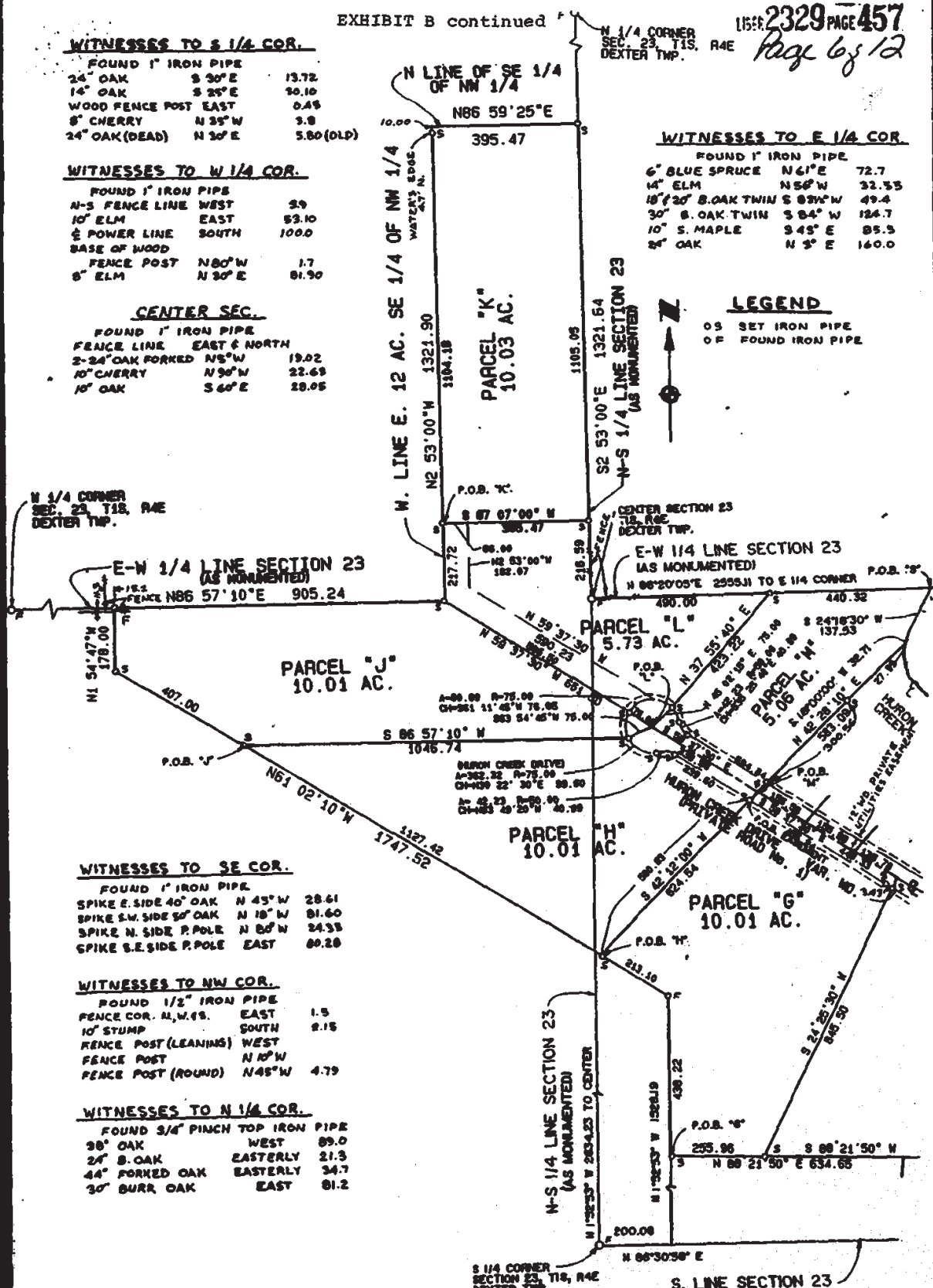
FOUND 1" IRON PIPE		
FENCE LINE	EAST & NORTH	
2-24" OAK FORKED	N 5° W	12.02
10" CHERRY	N 30° W	22.63
10" OAK	S 60° E	28.05

WITNESSES TO E 1/4 COR.

FOUND 1" IRON PIPE		
6" BLUE SPRUCE	N 61° E	72.7
14" ELM	N 50° W	32.53
18" 30" S. OAK TWIN	S 83° W	49.4
30" S. OAK TWIN	S 84° W	126.7
10" S. MAPLE	S 45° E	85.3
24" OAK	N 3° E	160.0

LEGEND

OS SET IRON PIPE
OF FOUND IRON PIPE



WITNESSES TO SE COR.

FOUND 1" IRON PIPE		
SPIKE E. SIDE 40" OAK	N 45° W	28.61
SPIKE S.W. SIDE 50" OAK	N 18° W	81.60
SPIKE N. SIDE P. POLE	N 80° W	24.35
SPIKE S.E. SIDE P. POLE	EAST	80.28

WITNESSES TO NW COR.

FOUND 1/2" IRON PIPE		
FENCE COR. N.W. C.S.	EAST	1.5
10' STUMP	SOUTH	2.15
FENCE POST (LEANING)	WEST	
FENCE POST	N 10° W	
FENCE POST (ROUND)	N 45° W	4.79

WITNESSES TO N 1/4 COR.

FOUND 3/4" PINCH TOP IRON PIPE		
38" OAK	WEST	89.0
24" S. OAK	EASTERLY	21.3
44" FORKED OAK	EASTERLY	34.7
30" BURR OAK	EAST	81.2

REVISED 2/27/89: ADDED SURVEY DATA

CLIENT TYLER AND SOLEY	ATWELL-HICKS, INC. LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
SURVEY OF 13 PARCELS OF LAND IN	SCALE: 1 INCH = 300 FEET DIMENSIONS IN FEET	DR. CH. R.A.H.
	BOOK 854 PAGE 28	SHEET 2 OF 7
SECTION 23 TOWN 1 SOUTH, RANGE 4 EAST DEXTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN	DATE AUG. 5, 1988 JOB 37820	FILE NUMBER: 501-106B

PARCEL D

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1089.97 feet; thence N88°21'50"E 886.07 feet; thence S88°12'38"E 357.98 feet; thence S2°40'15"E 201.62 feet; thence S76°22'00"E 316.45 feet along the North line of Huron Creek Farms Subdivision as recorded in Liber 22 of Plats, Pages 76-78, Washtenaw County records for a PLACE OF BEGINNING; thence N6°15'00"E 934.86 feet; thence along the following four courses along the centerline of Huron Creek Drive Private Road: N86°59'40"E 54.99 feet, 52.04 feet along the arc of a circular curve to the right, radius 1000.00 feet, chord N88°29'06"E 52.03 feet, 92.53 feet along the arc of a circular curve to the left, radius 2000.00 feet, chord N88°39'02"E 92.52 feet, and N87°19'30"E 75.00; thence along the following 9 courses along the West and North lines of Huron Creek Farms No. 2 Subdivision as recorded in Liber 25 of Plats, Pages 87-89, Washtenaw County records: S2°40'30"E 327.99 feet, S44°56'50"E 223.00 feet, N87°19'30"E 227.00 feet, S2°40'30"E 414.85 feet, S78°39'30"W 49.96 feet, N55°00'50"W 198.35 feet, N82°47'30"W 77.46 feet, S87°29'10"W 216.27 feet and S4°57'10"E 230.30 feet; thence N76°22'00"W 319.55 feet along the North line of Said Huron Creek Farms Subdivision to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 10.48 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any, and subject to an easement for drainage purposes, described as follows:

Commencing at the Southeast Corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N2°40'30"W 1149.36 feet along the east line of said Section 23 and centerline of Dexter-Pinckney Road; thence S87°19'30"W 260.00 feet; thence N44°56'50"W 223.00 feet for a PLACE OF BEGINNING; thence S2°40'30"E 20.00 feet; thence N63°19'05"W 91.79 feet; thence N2°40'30"W 270.00 feet; thence 5.00 feet along the arc of a nontangential circular curve to the left, radius 2033.00 feet, chord N87°24'10"E 5.00 feet; thence N87°19'30"E 75.00 feet; thence S2°40'30"E 294.99 feet to the Place of Beginning being part of the SE 1/4 of said Section 23.

PARCEL E

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1089.97 feet; thence N88°21'50"E 886.07 feet for a PLACE OF BEGINNING; thence N35°36'00"E 419.34 feet; thence N1°28'30"E 274.04 feet; thence along the centerline of Huron Creek Drive Private Road along the following two courses: 26.71 feet along the arc of a non-tangential circular curve to the left, radius 1000.00 feet, chord N87°45'35"E 26.71 feet and N86°59'40"E 499.34 feet; thence S6°15'00"W 934.86 feet; thence N76°22'00"W 316.45 feet along the North line of Huron Creek Farms Subdivision as recorded in Liber 22 of Plats, Pages 76-78, Washtenaw County records; thence N2°40'15"W 201.62 feet; thence N88°12'38"W 357.98 feet to the Place of Beginning, being part of the SE 1/4 of said Section 23, containing 10.03 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL F

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1089.97 feet; thence N88°21'50"E 255.96 feet for a PLACE OF BEGINNING; thence N24°25'30"E 845.50 feet; thence 555.89 feet along the arc of a non-tangential circular curve to the left, radius 1000.00 feet, chord S75°33'00"E 548.76 feet along the centerline of Huron Creek Drive Private Road; thence S1°28'30"W 274.04 feet; thence S35°36'00"W 419.34 feet; thence S88°21'50"W 630.11 feet to the Place of Beginning, being part of the SE 1/4 of said Section 23, containing 10.06 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

CLIENT TYLER AND SOLEY	ATWELL-HICKS, INC.	
SURVEY AND DESCRIPTIONS FOR 13 PARCELS IN	LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
	SCALE: 1 INCH = _____ FEET DIMENSIONS IN FEET	DR. _____ CH. J.S.
	BOOK _____ PAGE _____	SHEET 3 OF 7
SECTION 23 TOWN 1 SOUTH, RANGE 4 EAST DEXTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN	DATE JULY 26, 1988	501-106 C
	JOB 37690	

PARCEL G

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1089.97 feet for a PLACE OF BEGINNING; thence N1°52'53"W 438.22 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence S59°37'30"E 448.33 feet along the centerline of Huron Creek Drive Private Road; thence S24°25'30"W 845.50 feet; thence S88°21'50"W 255.96 feet for a Place of Beginning, being part of the SE 1/4 of said Section 23, containing 10.01 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL H

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet for a PLACE OF BEGINNING; thence continuing along said line N61°02'12"W 1127.42 feet; thence N86°57'10"E 1046.74 feet; thence N63°54'45"E 75.00 feet; thence S59°37'30"E 339.98 feet along the centerline of Huron Creek Drive Private Road; thence S42°12'00"W 624.54 feet to the Place of Beginning, being part of the South 1/2 of said Section 23, containing 10.01 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL J

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 1340.52 feet for a PLACE OF BEGINNING; thence continuing N61°02'10"W 407.00 feet; thence N1°54'47"W 178.00 feet; thence N86°57'10"E 905.24 feet along the E-W 1/4 line of said Section 23; thence S59°37'30"E 661.50 feet; thence S63°54'45"W 75.00 feet; thence S86°57'10"W 1046.74 feet to the Place of Beginning, being part of the South 1/2 of said Section 23, containing 10.01 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL K

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence N59°37'30"W 1001.48 feet along the centerline of Huron Creek Drive Private Road and its extension; thence N2°53'00"W 217.72 feet for a PLACE OF BEGINNING; thence continuing N2°53'00"W 1104.18 feet; thence N86°59'25"E 395.47 feet along the North line of the SE 1/4 of the NW 1/4 of said Section 23; thence S2°53'00"E 1105.05 feet along the N-S 1/4 line; thence S87°07'00"W 395.47 feet to the Place of Beginning, being part of the NW 1/4 of said Section 23, containing 10.03 acres of land more or less, including a private easement for ingress, egress and public utilities described as follows: Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence N59°37'30"W 414.98 feet along the centerline of Huron Creek Drive Private Road and its extension for a PLACE OF BEGINNING; thence continuing N59°37'30"W 586.50 feet; thence N2°53'00"W 217.72 feet; thence N87°07'00"E 66.00 feet; thence S2°53'00"E 182.07 feet; thence S59°37'30"E 590.23 feet; thence 80.69 feet along the arc of a non-tangential circular curve to the left, radius 75.00 feet, chord S61°11'45"W 76.85 feet to the Place of Beginning ALSO subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

CLIENT TYLER AND SOLEY	ATWELL-HICKS, INC. LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
SURVEY AND DESCRIPTIONS FOR 13 PARCELS IN	SCALE: 1 INCH = _____ FEET DIMENSIONS IN FEET	DR. _____ CH. J. S.
	BOOK _____ PAGE _____ DATE JULY 26, 1988 JOB 37690	SHEET 4 OF 7 501-106 D
SECTION 23 TOWN 1 SOUTH, RANGE 4 EAST DEXTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN		

PARCEL L

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence N59°37'30"W 339.98 feet along the centerline of Huron Creek Drive Private Road for a PLACE OF BEGINNING; thence continuing N59°37'30"W 661.50 feet; thence N2°53'00"W 217.72 feet; thence N87°07'00"E 395.47 feet; thence S2°53'00"E 216.59 feet along the N-S 1/4 line of said Section 23 to the Center of said Section 23; thence N86°20'05"E 490.00 feet along the E-W 1/4 line of said Section 23; thence S37°55'40"W 423.22 feet; thence S45°02'15"W 75.00 feet to the Place of Beginning, being part of the South 1/2 and NW 1/4 of said Section 23, containing 5.73 acres of land more or less, subject to a private easement for ingress, egress and public utilities described as follows: Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence N59°37'30"W 414.98 feet along the centerline of Huron Creek Drive Private Road and its extension for a PLACE OF BEGINNING; thence continuing N59°37'30"W 586.50 feet; thence N2°53'00"W 217.72 feet; thence N87°07'00"E 66.00 feet; thence S2°53'00"E 182.07 feet; thence S59°37'30"E 590.23 feet; thence 80.69 feet along the arc of a non-tangential circular curve to the left, radius 75.00 feet, chord S61°11'45"W 76.85 feet to the Place of Beginning ALSO subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL M

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet for a PLACE OF BEGINNING; thence N59°37'30"W 339.98 feet along the centerline of Huron Creek Drive Private Road; thence N45°02'15"E 75.00 feet; thence N37°55'40"E 423.22 feet; thence N86°20'05"E 440.32 feet along the E-W 1/4 line of said Section 23 to a point on the centerline of Huron Creek; thence Southerly along the centerline of Huron Creek through the following two points: S24°18'30"W 137.53 feet to a point and S16°00'00"W 32.71 feet; thence S42°28'10"W 583.09 feet to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 5.06 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL N

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet for a PLACE OF BEGINNING; thence N42°28'10"E 583.09 feet to a point on the centerline of Huron Creek; thence Southerly and Southeasterly along the centerline of Huron Creek through the following three points: S16°00'00"W 27.99 feet to a point, S14°11'00"E 71.35 feet to a point and S45°45'30"E 51.66 feet to a point; thence S39°00'00"W 485.30 feet; thence N59°37'30"W 156.56 feet along the centerline of Huron Creek Drive Private Road to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 1.64 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

CLIENT TYLER AND SOLEY		ATWELL-HICKS, INC. LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
SURVEY AND DESCRIPTIONS FOR 13 PARCELS IN		SCALE: 1 INCH = _____ FEET	DR. _____
		DIMENSIONS IN FEET	CH. J.S.
SECTION 23 TOWN 1 SOUTH, RANGE 4, EAST DEXTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN		BOOK _____ PAGE _____	SHEET 5 OF 7
		DATE JULY 26, 1988	FILE NUMBER: 501-106E
		JOB 37690	

PARCEL P

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence S59°37'30"E 156.56 feet along the centerline of Huron Creek Drive Private Road for a PLACE OF BEGINNING; thence N39°00'00"E 485.30 feet to a point on the centerline of Huron Creek; thence Southerly and Southeasterly along the centerline of Huron Creek through the following four points: S45°45'30"E 10.64 feet to a point, S50°28'30"E 58.30 feet to a point, S66°36'45"E 66.10 feet to a point and S75°34'00"E 12.85 feet to a point; thence S37°49'00"W 483.63 feet; thence N59°37'30"W 155.99 feet along the centerline of Huron Creek Drive Private Road to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 1.64 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

PARCEL R

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence S59°37'30"E 312.55 feet along the centerline of Huron Creek Drive Private Road for a PLACE OF BEGINNING; thence N37°49'00"E 483.63 feet to a point on the centerline of Huron Creek; thence Southerly and Southeasterly along the centerline of Huron Creek through the following three points: S75°34'00"E 45.30 feet to a point, S72°33'00"E 268.40 feet to a point, S58°38'10"E 633.27 feet to a point; thence N57°04'40"E 102.74 feet; thence along the following four courses along the West and South lines of Huron Creek Farms No. 2 Subdivision as recorded in Liber 25 of Plats, Pages 87-89, Washtenaw County records: S20°00'00"E 167.75 feet, 91.01 feet along the arc of a non-tangential circular curve to the left radius 1967.00 feet, chord N88°39'02"E 90.99 feet, N87°19'30"E 75.00 feet and S2°40'30"E 33.00 feet; thence along the following six courses along the centerline of Huron Creek Drive Private Road: S87°19'30"W 75.00 feet, 92.53 feet along the arc of a circular curve to the right, radius 2000.00 feet, chord S88°39'02"W 92.52 feet, 52.04 feet along the arc of a circular curve to the left, radius 1000.00 feet, chord S88°29'05"W 52.03 feet, S86°59'40"W 554.33 feet, 582.60 feet along the arc of a circular curve to the right, radius 1000.00 feet, chord N76°18'55"W 574.40 feet and N59°37'30"W 135.78 feet to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 10.04 acres of land more or less, subject to and including the right of use of a private easement for ingress egress and public utilities as described in PRIVATE ROAD EASEMENT NO. 1 and subject to easements of record, if any.

CLIENT TYLER AND SOLEY	ATWELL-HICKS, INC. LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
SURVEY AND DESCRIPTIONS FOR 13 PARCELS IN	SCALE: 1 INCH = _____ FEET DIMENSIONS IN FEET	DR. _____ CH. J.S.
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PARCEL 8

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 624.54 feet; thence N59°37'30"W 339.98 feet along the centerline of Huron Creek Drive Private Road; thence N45°02'15"E 75.00 feet; thence N37°55'40"E 423.22 feet; thence N86°20'05"E 440.32 feet along the E-W 1/4 line of said Section 23 to a point on the centerline of Huron Creek for a PLACE OF BEGINNING; thence continuing along said E-W 1/4 line N86°20'05"E 744.79 feet; thence along the following three courses along the West and South lines of Huron Creek Farms No. 2 Subdivision as recorded in Liber 25 of Plats, Pages 87-89, Washtenaw County records: S2°40'30"E 355.00 feet, S27°50'00"E 428.24 feet and S60°00'00"E 85.41 feet; thence S57°04'40"W 102.74 feet to a point on the centerline of Huron Creek; thence Northwesterly and Northerly along the centerline of Huron Creek through the following 9 points: N58°38'10"W 633.27 feet to a point, N72°33'00"W 268.40 feet to a point, N75°34'00"W 58.15 feet to a point, N66°36'45"W 66.10 feet to a point, N50°28'30"W 58.30 feet to a point, N45°45'30"W 62.30 feet to a point, N14°11'00"W 71.35 feet to a point, N16°00'00"E 60.70 feet to a point and N24°18'30"E 137.53 feet to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 10.01 acres of land more or less, subject to easements of record, if any.

PRIVATE ROAD EASEMENT NO. 1

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 213.10 feet; thence N42°12'00"E 590.83 feet for a PLACE OF BEGINNING; thence N59°37'30"W 239.60 feet; thence 42.23 feet along the arc of a circular curve to the left, radius 50.00 feet, chord N83°49'20"W 40.99 feet; thence 362.32 feet along the arc of a reverse circular curve to the right, radius 75.00 feet, chord N30°22'30"E 99.60 feet; thence 42.23 feet along the arc of a reverse circular curve to the left, radius 50.00 feet, chord S35°25'40"E 40.99 feet; thence S59°37'30"E 694.84 feet; thence 563.38 feet along the arc of a circular curve to the left, radius 967.00 feet, chord S76°18'55"E 555.44 feet; thence N86°59'40"E 523.07 feet; thence N3°00'20"W 30.00 feet; thence N87°54'10"E 75.76 feet; thence the following four courses along the west and south lines of Huron Creek Farms No. 2 Subdivision as recorded in Liber 25 of Plats, Pages 87-89, Washtenaw County Records: S20°00'00"E 31.58 feet, 91.01 feet along the arc of a non-tangential circular curve to the left, radius 1967.00 feet, chord N88°39'02"E 90.99 feet, N87°19'30"E 75.00, and S2°40'30"E 66.00 feet; thence S87°19'30"W 75.00 feet; thence 94.05 feet along the arc of a circular curve to the right, radius 2033.00 feet, chord S88°39'02"W 94.04 feet; thence S0°01'30"E 30.00 feet; thence S87°54'10"W 80.00 feet; thence N3°00'20"W 30.00 feet; thence S86°59'40"W 523.07 feet; thence 601.83 feet along the arc of a circular curve to the right, radius 1033.00 feet, chord N76°18'55"W 593.35 feet; thence N59°37'30"W 455.24 feet to the Place of Beginning, being part of the SE 1/4 of Said Section 23, containing 3.66 acres of land more or less, subject to easements of record, if any.

CLIENT TYLER AND SOLEY	ATWELL-HICKS, INC.	
	LAND SURVEYORS • CIVIL ENGINEERS • PLANNERS ANN ARBOR	
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SECTION 23 TOWN 1 SOUTH, RANGE 4 EAST DEXTER TOWNSHIP WASHTENAW COUNTY, MICHIGAN	BOOK _____ PAGE _____	SHEET 7 OF 7
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ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND BUILDING AND USE RESTRICTIONS FOR HURON CREEK FARMS-ESTATES

With respect to Parcels B and C of Huron Creek Estates, restrictions 11, 18, and 28 are hereby interpreted and modified, for those two parcels only in consideration of the purchase of said parcels, as follows:

11. Parcels B and C need not do any maintenance until after the residence is completed, and the lawn for each may be a part only of the whole parcel.
18. A polebarn shall be permitted after completion of a residence on each of these parcels provided the polebarn location is approved by John D. Rumsey and Ken Tyler, or their designees, which approval shall not be unreasonably withheld; the design of said polebarn need not receive prior Architectural Control Committee Approval.
28. No additional restrictions or narrowing of existing ones by future amendment shall bind Parcels "B" and "C" or the owners thereof.

In Witness Whereof, the undersigned have set their hand and seal this 16TH day of JUNE, 1988, and

WITNESSED BY

John D. Rumsey
 JOHN D. RUMSEY
Richard Rumsey
 RICHARD S. RUMSEY
Joyce E. Fern
 JOYCE E. FERN
Patricia E. Barker
 PATRICIA E. BARKER

John D. Rumsey
 JOHN D. RUMSEY
Elizabeth Anne Rumsey
 ELIZABETH ANNE RUMSEY
Kenneth E. Tyler
 KENNETH E. TYLER
Theodore A. Soley
 THEODORE A. SOLEY
Charles P. DelGaudio
 CHARLES P. DELGAUDIO

STATE OF MICHIGAN)
) ss
 COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 20 day of JUNE, 1989, by Kenneth E. Tyler, Theodore A. Soley and Charles P. DelGaudio for Huron Creek Farms, A Michigan Co-Partnership, on behalf of said Co-Partnership.

Joyce E. Fern
 JOYCE E. FERN
 Notary Public, OAKLAND COUNTY
 My Commission expires:
 February 21, 1993

ACTING IN LIVINGSTON COUNTY
 STATE OF MICHIGAN)
) ss
 COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 16 TH day of JUNE, 1988, by John D. Rumsey and Elizabeth Anne Rumsey, his wife

Richard S. Rumsey
 RICHARD S. RUMSEY
 Notary Public, Washtenaw Co.
 My Commission expires: 7/12/89

DECLARATIONS OF COVENANTS, CONDITIONS, AND BUILDING
AND USE RESTRICTIONS FOR
HURON CREEK FARMS - ESTATES

The undersigned, constituting all of the owners of and interests in the real estate situated in the Township of Dexter, Washtenaw County, Michigan, described in the attachment entitled "Exhibit A" hereto, hereby place the following building and use restrictions on the above described real estate and declare the same to be binding upon all subsequent owners of any part of the above described real estate, their heirs, assigns, and successors and said building and use restrictions shall be covenant running with the land and each person hereafter accepting a deed or other conveyance of any parts or all of the above described real estate shall take the same subject to said building and use restrictions.

1. Easements.

Easements for installation and maintenance of public utilities and drainage facilities as shown on the final plat and as may be otherwise placed upon the property are reserved for these purposes only. Each owner shall maintain the surface area of easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as is necessary to eliminate or minimize surface erosion. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each parcel of property and all improvements in it shall be maintained continuously by the owner of the property, except for those improvements for which public authorities or a utility company is responsible.

2 Utilities

No utilities other than underground utilities shall at any time be installed on any lot in the subdivision, except as approved by the Architectural Control Committee provided for in these restrictions except for any overhead Edison lines servicing the existing property.

3. Signs.

No signs of anykind shall be displayed to the public view or otherwise on any lot except one sign of not more than six square feet advertising the property for sale or rent, if in fact said property is being offered for sale or rent, or any signs used by a builder, developer, or the undersigned owner to advertise and promote the property during the construction and sales period. Such signs, as are allowed, must be maintained in good condition at all times and must be removed on the termination of their use.

4 Garbage and Refuse Disposal.

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

(a) No motor vehicle of any kind shall be parked on any street or in any driveway or upon any lot for more than one week unless said vehicle is in operating condition, licensed and registered to the lot owner or a member of the lot owner's immediate family.

(b) No commercial trailer or commercial vehicle over 24 feet in length or semi-tractor and/or trailer shall be parked in any street or in any driveway or upon any lot except for commercial vehicle machines and equipment required to perform construction, repair or other services to a dwelling for the period of time necessary for said construction, repair, or services.

(c) The on-site storage of recreational vehicles such as trailers, campers, self-propelled motor homes, snow mobiles, all terrain vehicles, boats and boat trailers shall be permitted so long as said vehicles are in operating condition and registered to a lot owner or a member of a lot owner's immediate family. Storage of such vehicles shall be limited to one vehicle per lot which shall be stored out of sight from the street. Additional recreational vehicles owned by the lot owner or a member of the lot owner's family may be stored in a garage or other enclosed structure.

6. Livestock and Poultry.

Livestock and Poultry including horses may be kept, provided that all township regulations are followed under the residential zoning section, provided that they are not kept, bred, or maintained for any commercial purposes. Horses and livestock must be fenced a minimum of 100 feet away from Huron Creek or drainage ditches which drain directly to Huron Creek to prevent contamination of Huron Creek. Additionally dogs, cats, or other common household pets not to exceed three in number may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided further that common household pets may not be kept if they become an annoyance or nuisance to the neighborhood and further provided that said household pets shall be confined within the home between sundown and 7:30 am.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Noxious or offensive activities shall include, but not be limited to, storage or maintenance of junk vehicles, junk bicycles, junk toys junk furniture and etc.

8. Business or Commercial Operation.

No business profession or other commercial enterprise of any kind may be conducted in any dwelling or upon any lot, provided reasonable home office use shall be allowed.

9. Temporary Structures.

No old or used structures, of any kind, shall be placed upon any lot. No temporary structure of any character such as a tent, camper, trailer, shack, barn and/or other out-building of any design whatsoever shall be erected or placed upon any lot prior to construction of the main residence nor shall any such structure be occupied as living quarters prior to or following the completion of the main residence. This provision shall not prevent the erection of temporary storage buildings for materials and supplies to be used in the construction of a dwelling provided that such storage facilities shall be removed from the premises on completion of the main residence.

10. Sales Facility

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Notwithstanding anything to the contrary herein contained, the undersigned, Huron Creek Farms, A Michigan Co-Partnership, its successor and assigns may construct and maintain a sales office together with a sign or signs on any lot or lots of its choosing, in the subdivision which has not been sold until such times as all of the lots in the subdivision and in any other subdivision or subdivisions, any boundary line of which is located within a distance of one-half (1/2) mile from any boundary lines in the subdivision and in which Huron Creek Farms, A Michigan Co-Partnership or such successors or assigns have an interest.

11. Maintenance of Unimproved Property.

No lot shall be allowed to remain in an unkept condition. In the event that a lot owner shall not commence construction six months from the date of purchase, then said lot owner shall plant or otherwise seed an established lawn. In any event, an established lawn shall be planted within a six month period following completion of the main residence and thereafter shall be continuously maintained. All grass and other growth shall be maintained and cut to a reasonable height at reasonable intervals. In the event that a lot is not properly maintained, the Architectural Control Committee is authorized to contract for the necessary maintenance and charge the lot owner with the cost for performing the required maintenance.

12. Storage Tanks.

All fuel storage tanks, liquid propane tanks, shall not be buried and shall be screened from view from the road to meet Architectural Control Committee's approval.

13. Driveways.

A permanent gravel or hard surfaced driveway shall be installed with a corrugated metal culvert large enough to insure drainage of the ditches before the start of construction of any buildings on the property. In the event that such driveway has not been installed as aforesaid, the Architectural Control Committee is authorized to contract for the necessary installation and charge the lot owner with the cost of completion of said driveway and culvert to the easement line.

14. Rapid Completion.

The erection of the main residence or of any other building shall be completed and ready for occupancy within nine months from the start of construction. The repair of any building damaged by fire, windstorm or otherwise shall be completed as rapidly as possible but in no event later than nine months from the date of said damage. In the event that an owner shall leave any building in any incomplete condition for a period of more than the aforementioned nine months, then the Architectural Control Committee or its authorized representative is authorized and empowered to either tear down or clear from the premises the uncompleted portion of such structure or complete the same at its discretion and in either event the expense incurred shall be charged against the owners interest therein and shall constitute a lien upon the lot and premises.

15. Grade of Lot.

The grade of any lot or lots in the subdivision shall not be changed without the written consent of the Architectural Control Committee.

16. Trees and Sight Distance at Intersection.

No hedge, shrub, tree planting or any other installation of more than two feet above the level of the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by property line and the line connecting them at points of 25 feet from the intersection of the property lines.

17. Fences.

Perimeter fences along lot lines shall be permitted with the approval of the Architectural Control Committee's approval. Perimeter fences around swimming pools shall be required. The ornamental decorative or swimming pool fences shall be erected only with the written approval of the Architectural Control Committee. A dog run not to exceed sixty (60) square feet shall be permitted.

18. Accessory Buildings.

Accessory building or other out-building shall be permitted on any lot provided, however, that the plans are approved by the Architectural Control Committee. The Architectural Control Committee may permit the erection of such appurtenances as swimming pool accessory building, greenhouses, or garden storage sheds. Notwithstanding the Architectural Control Committee's approval, such appurtenances, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar or compatible materials.

19. Specific Residence Building and Use Specifications.

(a) Land Use and Building Site.

All lots shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single private family dwelling not exceeding two stories in height or what is commonly known as a tri-level or a quad-level building.

(b) Garages.

All dwellings shall have an attached garage for not less than two automobiles, entrances to garages shall not face the roadway.

(c) Size.

No structure shall be erected, placed or altered on any lot which is not in conformity with the following minimum size requirements as to living area measured from the external walls:

1. Ranch - 1500 Square Feet

1-1/2 Story - 1800 Square Feet
1100 ground floor minimum

2 Story - 2000 Square Feet
1100 ground floor minimum

Tri-Level - 1900 Square Feet
Quad-Level - 1900 Square Feet

Garages, porches, appurtenances, breezeways and basements shall not be included in computing such required floor area. A basement is defined as any part of the residence which is more than two-thirds below ground level.

(d) Type of Construction.

Exterior materials shall consist of brick, aluminum, wood, cut stone or other materials specifically approved by the Architectural Control Committee or any combination thereof. In no event shall the Architectural Control Committee approve cement block, brickcrete or asbestos shingles for use as exterior materials. No "A Frame" construction shall be permitted.

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(e) Building Set Back Lines.

The following minimum distance as measured from lot lines shall apply to the locations of any residence and appurtenance thereto:

1. Front yard - the minimum distance from the front lot line to the front of any building shall be 50 feet.
2. Back Yard - the minimum distance from the back lot line to the back of any building shall be 30 feet.
3. Side Yard - the minimum distance from the side lot line to the side of any building shall be 15 feet provided, however, that any corner lot shall have a minimum side yard distance of 50 feet as measured from the side of the residence to the lot line adjacent to the street.

20. Approval of Plans.

No building, wall or other structure shall be commenced erected or maintained on any lot nor shall any addition to or change or alteration be made except interior alterations and decoration until the plans and specifications showing the nature, kind, shape, height, material, color scheme, location and grading planned on the lot, including grade elevations of buildings shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent and a copy thereof as finally approved logged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications, or grading plans which are not suitable or desirable in its opinion for any reason. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed building or other structure to be built upon the site on which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. It is understood that the purpose of this paragraph is to cause the subdivision to develop into an area of attractive harmonious private residences and that the Architectural Control Committee shall not be arbitrary in its decision. In the event that no action is taken by the Architectural Control Committee within 30 days after submission by the owner of the lot or his legal representative, the plans, specifications, site plan and grading specifications shall be deemed to have approved as submitted in writing. If a disagreement between the lot owner and Architectural Control Committee should arise with respect to approval or disapproval then the lot owner and the Architectural Control Committee shall each select one competent architect who shall determine whether or not to approve the proposal in question. If both architects shall be unable to agree, then both architects shall mutually select a third competent architect whose decision shall be final and binding upon all parties hereto. All residence construction shall be by licensed builders.

21. Architectural Control Committee.

The Architectural Control Committee shall consist of Kenneth E. Tyler or such other person as he shall designate from time to time or such other person as shall be designated by Huron Creek Farms, A Michigan Co-Partnership and John D. Rumsey, their successors, or assigns until such time as all of the lots have been sold. When all of the lots have been sold by Huron Creek Farms, A Michigan Co-Partnership, its assigns, or successors any and all rights, powers, obligations, title, easements and estates reserved or given to the Architectural Control Committee may be assigned to any corporation or association composed of at least one-half of the owners of the above described property that will agree to assume said rights, powers, duties and obligations and carry out and perform the functions of the Architectural Control Committee. At such time as a residence has been constructed and occupied on each lot in the development, then Huron Creek Farms, A Michigan Co-Partnership, its assigns, and successors shall be required to make the aforementioned assignment by recording said assignment in the office of the Washtenaw County Register of Deeds. At such time and within sixty (60) days after written request by Huron Creek Farms, A Michigan Co-Partnership, it assigns and successors, the lot owners shall be required to form such corporation or association to assume the function of the Architectural Control Committee. In the event that said lot owners shall fail to form such corporation or association, then Kenneth E. Tyler or such other person serving as the initial Architectural Control Committee shall have the right to decline to perform such function by recording notice thereof in the Office of the Register of Deeds for Washtenaw County. Such declination shall not invalidate any of the restrictions contained herein.

22. Abatement of Violations.

Violations of any condition or restriction or breach of covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists and similarly to abate and remove at the expense of the owner thereof any erection or other violation that may be or exists thereon contrary to the intent and provisions of this instrument and the parties so entering shall not thereby become liable in any manner for trespass abatement or removal. In the event that this action is taken, the lot owner shall be responsible for all costs including reasonable attorney's fees, expenses incurred, and interest at the maximum rate allowed under the Federal & State Usury laws.

23. Antennas.

No antenna other than regular radio or TV antennae not to exceed twelve (12) feet over the roof line shall be installed on any lot.

24. Property Owners Association.

Each parcel owner of a parcel in the development shall be required to join the Huron Creek Farms Estates Property Owner's Association, Inc., a non-profit Michigan corporation.

The Association shall have the power and authority to fix, levy, collect and enforce payment by any lawful means including but not limited to placing a lien upon members lot and/or dwelling for failure to pay his share of any expense in connection therewith including all licenses, taxes or governmental charges levied or imposed against the property in connection with the affairs of the Association.

The Articles of Association and Incorporation, By-Laws, and rules and regulations of the Huron Creek Estates Property Owner's Association Inc., now or hereafter adopted and/or amended are hereby included and made a part of these Building and Use Restrictions. Contemporaneously with the filing of the enclosed Declaration of Covenants, Conditions and Building and Use Restrictions, a Declaration shall be filed pertaining to formation of the Huron Creek Farms Estates Property Owner's Association.

25. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violation or recover damages and may be brought by any person owning any lots to which these restrictions apply or Huron Creek Farms, A Michigan Co-Partnership, its assigns, or successors. In this event all costs, reasonable attorney's fees and interest at the maximum rate allowed under the Federal & State Usury laws shall become lien upon the property involved.

26. Waiver.

Waiver either in writing by failure to act in the enforcement of any of these covenants as to any instance of violation thereof shall in no way act or serve as a waiver of any future violation of the same or similar covenant whether by the same person or other persons and all covenants herein shall at any time be fully enforceable as to any lots contained in the above described real estate.

27. Duration.

These covenants shall run with the land and shall be binding upon each person hereafter accepting a deed or other conveyance of any lot above described for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by 75 percent (75%) of the then owners of the lots has been recorded agreeing to alter, amend or revoke said covenants in whole or in part.

28. Amendments.

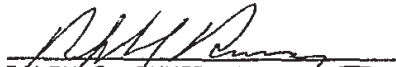
Until such time as the last parcel is sold in Huron Creek Farms Estates, Huron Creek Farms, A Michigan Co-Partnership, and John D. Rumsey, and Kenneth E. Tyler, their personal representative, or such other person as they shall designate from time to time shall have the right and power to modify, amend, alter or expand these restrictions. Thereafter these restrictions may be modified, amended, altered or expanded by the affirmative vote of Seventy-Five (75%) Percent of the members of the Huron Creek Farms Estates Property Owner's Association.


29. Severability.

In the event that any part or provision of the covenants and restrictions contained in this instrument should be held ineffective or invalid for any reason by waiver, judgment, decree or other court order or otherwise, all other parts and provisions of these restrictions and covenants shall nevertheless remain in full force and effect.


IN WITNESS WHEREOF, the undersigned have set their hand and seal this 16th day of June, 1988.


WITNESSED BY:

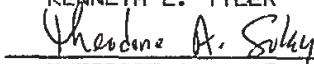

RALPH S. RUMSEY


GINI L. CALHOUN


JOHN D. RUMSEY 4405 Oak Grove, Bloomfield Hills MI 48013


ELIZABETH ANNE RUMSEY 4405 Oak Grove, Bloomfield Hills MI 48013


KENNETH E. TYLER 5130 Cullen, Fenton MI 48430


THEODORE A. SOLEY 5130 Cullen, Fenton, MI 48430


CHARLES P. DELGAUDIO 5130 Cullen, Fenton, MI 48430

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledge before me this 16th day of June, 1988, by Kenneth E. Tyler, Theodore A. Soley and Charles P. DelGaudio for Huron Creek Farms, A Michigan Co-Partnership, on behalf of said Co-Partnership.



Ralph S. Rumsey
Notary Public Washtenaw County, Michigan
My Commission expires July 12, 1989

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 16th day of June, 1988, by John D. Rumsey and Elizabeth Anne Rumsey, his wife.



Ralph S. Rumsey
Notary Public Washtenaw County, Michigan
My Commission expires July 12, 1989

Drafted By: KEN TYLER 7743 W. GRAND RIVER BRIGHTON, MI 48116

Return to: KEN TYLER PO BOX 400, BRIGHTON, MI 48116

page 989

DECLARATIONS OF COVENANTS, CONDITIONS, AND BUILDING
AND USE RESTRICTIONS FOR
HURON CREEK FARMS - ESTATES
EXHIBIT A

Commencing at the South 1/4 corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N86°30'58"E 200.08 feet along the south line of said Section 23 for a PLACE OF BEGINNING; thence N1°52'53"W 1528.19 feet; thence N61°02'10"W 1747.52 feet; thence N1°54'45"W 178.00 feet; thence N86°57'10"E 905.24 feet along the E-W 1/4 line of said Section; thence N2°53'00"W 1321.90 feet; thence N86°59'25"E 395.47 feet along the North line of the SE 1/4 of the NW 1/4 of said Section 23; thence S2°53'00"E 1321.64 feet along the N-S 1/4 line to the center of Section of said Section 23; thence N86°20'05"E 1675.11 feet along the E-W 1/4 line of said Section 23; thence along the following 15 courses along the West and South lines of Huron Creek Farms No. 2 Subdivision as recorded in Liber 25 of Plats, Pages 87-89, Washtenaw County records: S2°40'30"E 355.00 feet, S27°50'00"E 428.24 feet, S60°00'00"E 85.41 feet, S20°00'00"E 167.75 feet, 91.01 feet along the arc of a non-tangential circular curve to the left radius 1967.00 feet, chord N88°39'02"E 90.99 feet, N87°19'30"E 75.00 feet, S2°40'30"E 360.99 feet, S44°56'50"E 223.00 feet, N87°19'30"E 227.00 feet, S2°40'30"E 414.85, S78°39'30"W 49.96 feet, N55°00'50"W 198.35 feet, N82°47'30"W 77.46 feet, S87°29'10"W 216.27 feet and S4°57'10"E 230.30 feet; thence along the following 4 courses along the North and West lines of Huron Creek Farms Subdivision as recorded in Liber 22 of Plats, Pages 76-78, Washtenaw County records: N76°22'00"W 636.00 feet, S12°56'00"W 265.81 feet, N86°32'30"E 75.00 feet and S3°27'30"E 571.47 feet (recorded as 570.98 feet); thence S86°30'58"W 1269.32 feet along the South line of said Section 23 and North line of Carraige Hills No. 3 as recorded in Liber 22 of Plats, Pages 7-10, Washtenaw County records (recorded as S86°32'30"W) to the Place of Beginning, being part of the S 1/2 and NW 1/4 of said Section 23, containing 135.25 acres of land more or less and subject to easements of record, if any.

D04-23-300-009
D04-23-200-004
D04-23-400-002

RECORDED
WASHTENAW COUNTY MI
JUL 7 8 35 AM '88
ROBERT E. THOMPSON
COUNTY CLERK/REGISTER

RELEASE OF RIGHT OF WAY (Section 74, Chapter IV and Section 127, Chapter VII, Act No. 40, P. A. 1956, as amended.)

D-6 (Rev. 1974)



RELEASE OF RIGHT OF WAY

For and in consideration of prospective benefits to be derived by reason of the development of Huron Creek Farms Sub. No. 2, Section 23, Dexter Township and maintaining of a certain Drain under the supervision of the Drain Commissioner of the County of Washtenaw and State of Michigan, as hereinafter described, we, John D. Rumsey and Elizabeth Rumsey, his wife, and Huron Creek Farms Co-Partnership of 4405 Oak Grove, Bloomfield Hills, Michigan 48013 and 5130 Cullen Road, Fenton, Michigan 48430 do hereby convey and release to the HURON CREEK FARMS SUBDIVISION EXTENDED drainage district, the Right of Way for a certain Drain, hereinafter more particularly designated and described, over and across the following lands owned by me (us), and situated in the Section 23, Dexter Township of Washtenaw County and State aforesaid, which lands owned are described as:

See attached "Description of Easement"

D 04-23-400-002

The Right of Way or Easement conveyed is described as:

See attached "Description of Easement"

The Right of Way hereby conveyed and released is for the sole and only purpose of retaining and detaining storm water flow and for maintenance over and across said premises a certain Drain, ~~petition for which in writing was made on~~ by ~~and others, and the necessity for which has been determined by the said Board of Determination bearing date~~ the route and course of said Drain is described as follows, to-wit:

See attached "Description of Easement"

RECORDED
 WASHTENAW COUNTY, MI
 Feb 19 10 45 AM '88
 ROBERT H. HARRISON
 COUNTY CLERK/REGISTER

RECORDED
 WASHTENAW COUNTY, MI
 Feb 19 10 45 AM '88
 ROBERT H. HARRISON
 COUNTY CLERK/REGISTER

Page 2 of 3

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of said Drain as shown in the survey thereof, to which survey reference is hereby made for a more particular description, and includes a release of all claims to damages in any way arising from or incident to the opening and maintaining of said Drain across said premises; and also _____ feet of ground on either side of the center line of said Drain, for the construction thereof; and shall be deemed a sufficient conveyance to vest in the Drainage District an easement in said lands for the uses and purposes of drainage together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such lands, as may be necessary or useful for the construction, maintenance, cleaning out and repair of such drain.

Witness, these _____ hands and seals, dated Feb. 1, 1968

WITNESSES:

John L. Snyder
John L. Snyder
Diane D. Loch

Theodore A. Soley
Theodore A. Soley, Co-Partner for
Huron Creek Farms Co-Partnership

John D. Rumsey
John D. Rumsey
Elizabeth Rumsey
Elizabeth Rumsey

STATE OF MICHIGAN,) ss.

COUNTY OF Washtenaw

On Feb. 1, 1968 before me,

Notary Public in and for
said County, personally appeared Theodore A. Soley, Co-Partner of Huron Creek Farms
Co-partnership and John D. Rumsey and Elizabeth Rumsey, his wife

to me known to be the person(s) described in and who executed the foregoing instrument, and
severally acknowledged that they executed the same as their free act and deed.

document prepared by:
John L. Snyder
Atwell-Hicks
1241 S. Maple Rd.
Ann Arbor, MI 48103

Gloria J. Maurer
GLORIA J. MAURER
Notary Public, Oakland County, MI
My Commission Expires Nov. 6, 1991
Acting in Washtenaw County, MI

NOTE.

1. In space indicated by figure 1, insert "County Drain Commissioner" or "Drainage Board" as case may require.
 2. In space indicated by figure 2, insert "I" or "We" as the case may be, to be followed by the name or names and residence.
 3. Give description of land traversed by Drain.
 4. Give the Drain as surveyed.
 5. In space indicated by figure 5, insert "Notary Public" or "the subscriber" etc., as case may require.
 6. In space indicated by figure 6, insert "who" or "severally".
- The acknowledgment may be taken by the Drain Commissioner or a Notary Public. Every release should be entered by the Commissioner in his book of record.
Wife must sign release if she has an interest in the land other than her inchoate right of dower.

0-6
RELEASE OF RIGHT
OF WAY
IN THE MATTER OF

TO

Received for Record, this

day of _____ 19____

DOUBLEDAY BROS. & CO.

~~Exhibit B~~

Page 3 of 3

Dexter Twp.
Section 23-SE ¼
Renaissance Dev. Ltd.
30817

ATWELL HICKS

ESTABLISHED 1905
INCORPORATED 1950

SURVEYORS
CIVIL ENGINEERS
PLANNERS

ANN ARBOR,
MICHIGAN 48104

110 N. FIRST STREET
313 - 994 4000

LIBER 2209
PAGE 014
Page 3 of 3

March 11, 1982

DESCRIPTION OF A DRAINAGE EASEMENT
FOR THE "PROPOSED HURON CREEK FARMS NO. 2" SUBDIVISION
IN THE SE ¼ OF SECTION 23, DEXTER TOWNSHIP
FOR RENAISSANCE DEVELOPMENT LTD.

Commencing at the Southeast Corner of Section 23, T1S, R4E, Dexter Township, Washtenaw County, Michigan; thence N 2°-40'-30" W 1149.36 feet along the East line of said Section 23 and Center line of Dexter-Pinckney Road; thence S 87°-19'-30" W 260.00 feet; thence N 44°-56'-50" W 223.00 feet for a PLACE OF BEGINNING; thence S 2°-40'-30" E 20.00 feet; thence N 63°-19'-05" W 91.79 feet; thence N 2°-40'-30" W 270.00 feet; thence 5.00 feet along the arc of a nontangential circular curve to the left, radius 2033.00 feet, chord N 87°-24'-10" E 5.00 feet; thence N 87°-19'-30" E 75.00 feet; thence S 2°-40'-30" E 294.99 feet to the Place of Beginning, being part of the SE ¼ of said Section 23.

ALLEN R. SUGGITT MARY A. BORKOWSKI JOHN L. SNYDER
ROBERT J. JAGOW, JR. ROBERT G. MACOMBER PAUL V. SCHWIMMER RICHARD G. TIMMONS