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L-4366 P-230

Washtenaw Co., MI
Peggy M. Haines
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Peggy M Haines, Washtenaw DMA 5532436

MASTER DEED

THISTLE DOWN FARMS

(Act 59, Public Acts of 1978, As Amended)

THIS MASTER DEED is made and executed on this 27th day of February, 2004, by THISTLE DOWNS, L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer," whose office is situated at 2455 S. Industrial Drive, Suite K, Ann Arbor, Michigan 48104, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the Township of Pittsfield, County of Washtenaw, Michigan, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN AND ALSO BEING THE POINT OF BEGINNING; THENCE N 01°25'44" E 255.00 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE N 88°46'16" W 182.50 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MOON ROAD, N 01°52'32" E 215.10 FEET, S 88°00'28" E 17.38 FEET, N 01°59'32" E 131.27 FEET, N 00°47'10" W 2077.93 FEET, AND N 01°41'10" E 165.88 FEET; THENCE N 43°36'48" E 444.32 FEET; THENCE N 01°41'10" E 161.58 FEET; THENCE S 88°45'25" E 1274.86 FEET ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION AS ESTABLISHED BY WASHTENAW ENGINEERING SURVEY JOB NUMBER 16861; THENCE S 01°35'19" W 654.68 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 01°30'00" W 2677.40 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 88°49'00" W 1327.11 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEMIS ROAD TO THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SECTION 33, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN. BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHEAST 1/4 AND

Tax Code No. 81-12-33-300-013
81-12-32-400-009
Part of 81-12-32-400-013



WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 191600.0

NORTHEAST 1/4 OF SECTION 32 AND CONTAINING 114.14 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, AND TOGETHER WITH A PARCEL OF LAND DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 502.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEMIS ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°46'38" W 430.45 FEET ALONG SAID SECTION LINE AND CENTERLINE; THENCE N 00°09'22" E 348.50 FEET; THENCE N 88°46'38" W 378.90 FEET; THENCE N 01°24'10" E 1868.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 89°45'24" E 995.45 FEET; THENCE S 00°47'10" E 1587.42 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE N 87°43'55" W 232.30 FEET; THENCE S 01°59'22" W 652.14 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 46.28 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH TWO STORM WATER DRAINAGE EASEMENTS OVER THE FOLLOWING DESCRIBED PROPERTIES:

OFFSITE STORM WATER DRAINAGE EASEMENT 1: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 933.14 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEMIS ROAD; THENCE N 00°09'22" E 348.50 FEET; THENCE N 88°46'38" W 378.90 FEET; THENCE N 01°24'10" E 1868.84 ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING: THENCE N 01°24'10" E 170.82 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE N 81°18'16" E 173.07 FEET; THENCE S 01°10'41" E 197.74 FEET; THENCE N 89°45' 24" W 179.33 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 0.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OFFSITE STORM WATER DRAINAGE EASEMENT 2: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 933.14 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEMIS ROAD; THENCE N 00°09'22" E 348.50 FEET; THENCE N 88°46'38" W 378.90 FEET; THENCE N 01°24'10" E 1868.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 89°45' 24" E 812.41 FEET TO THE POINT OF BEGINNING; THENCE N 16°04'54" W 239.96 FEET; THENCE N 50°06'05" E 21.86 FEET; THENCE S 16°04'54" E 254.65 FEET; THENCE N 89°45'24" W 20.84 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 0.11 ACRES OF LAND, MORE OR LESS BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY;

WHEREAS, the Developer desires, by recording this Master Deed, together with the By-Laws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to establish the real property, together with the improvements located and to be located thereon and the appurtenances thereto, as a building site project under the provisions of the Act;

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

ARTICLE I

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and Rules and Regulations of the Thistle Down Farms Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in Thistle Down Farms. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

2. "Association" means Thistle Down Farms Association, the non-profit corporation organized under Michigan law of which all owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Project documents or the laws of the State of Michigan.

3. "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a residence. No structures may be built outside of the building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the Township of Pittsfield, if applicable.

4. "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

5. "Common elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

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

7. "Construction and sales period" means, for the purposes of the Project documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

8. "Developer" means THISTLE DOWNS, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

9. "Drainage easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for storm water drainage and detention purposes granted to the Washtenaw County Drain Commissioner or created by this Master Deed pursuant to engineering requirements established by the Township of Pittsfield, as shown on Exhibit "B" hereto.

10. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

11. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Thistle Down Farms.

12. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one (1) or more units in the Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

13. "Project" means Thistle Down Farms established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Thistle Down Farms as described above.

14. "Project documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

15. "Transitional control date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

16. "Unit" means a single condominium building site in Thistle Down Farms, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one (1) building site.

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

ARTICLE II

TITLE OF PROJECT

The Project shall be known as Thistle Down Farms, Washtenaw County Condominium Subdivision Plan No. 450. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the Pittsfield Township Building Department. The Project is established in accordance with the Act.

ARTICLE III

NATURE OF PROJECT

The units contained in the Project, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the

Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a public right-of-way or a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE IV

COMMON ELEMENTS

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

1. The general common elements are:

a. The land described in page one hereof (other than that portion thereof described in Article V below and in Exhibit "B" hereto as constituting the individual building sites), including improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements;

b. The electrical wiring and natural gas line networks throughout the Project up to the point of lateral connection for unit service;

c. The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service;

d. The storm water drainage and detention easement system throughout the Project;

e. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto;

f. Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.



Some or all of the utility lines (including mains and service leads) and equipment described in Article IV, paragraphs 1b, c and d may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

2. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. The owner of each unit shall have easement rights in the nature of a limited common element for the installation, maintenance and replacement of a well into such areas of the general common elements adjacent to each unit as shall be required by the Washtenaw County Health Department. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements in the Project. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. All general common area maintenance shall be the responsibility of the Association. The level of maintenance shall be determined by the Board of Directors in advance of the preparation of the annual budget each year. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including any storm water drainage easement courses and detention easement areas, and any sign, fence and landscaping installed by the Developer along Moon and Bemis Roads, and within the sign easements located on Units 1, 39, 49, 74, 75, 94, 95, and 110 as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary. Routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner. Should the Association fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the Association.

b. Owner Responsibilities. The owners individually privately own their respective wells, septic tanks and drain fields and shall be responsible for the maintenance, repair and replacement of their respective wells, septic tanks, drain fields, and for all maintenance,

repair or replacement that (1) is expressly assigned to them by any provision of the Project documents, or (2) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any owner, shall be assessed against such owner and shall be due and payable within thirty (30) days; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Project documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Thistle Down Farms, as a separate building site as surveyed by Engineering Technologies Corporation, a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage value assigned to each unit in this one hundred ten (110) unit Project shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may combine them into one (1) unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of Pittsfield. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

1. A first mortgagee, at its request, is entitled to written notification from the Association of any default by the owner of such unit in the performance of such owner's obligations under the Project documents which is not cured within sixty (60) days.

2. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Project documents and shall be free to sell or lease such unit without regard to any such provision.

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Unless at least two-thirds (2/3) of the owners and of the first mortgagees, pursuant to Section 90a of the Act, have given their prior written approval, the Association shall not be entitled to:

a. by act or omission seek to abandon or terminate the Project (in which event eighty percent (80%) of the owners and the first mortgagees must give their approval);

b. change the pro rata interest or obligations of any unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each unit in the common elements;

c. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Project shall not be deemed a transfer within the meaning of this clause;

d. use hazard insurance proceeds for losses to any Project property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the Project.

5. Each first mortgagee has the right to examine the books and records of the Association and the Project.

6. No owner, or any other party, shall have priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

7. Any agreement for professional management of the Project regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice any time thereafter without cause or payment of a termination fee.

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO PROJECT

In the event the Project is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A."

ARTICLE VIII

EASEMENTS FOR UTILITIES

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project, including drain fields and wells. In the event

any improvements located on one (1) unit, including drain fields and wells, encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes.

ARTICLE IX

FUTURE ACCESS AND UTILITY EASEMENTS

The Developer further reserves the right at any time to grant access easements for proposed public roads within the Project and easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies and to transfer title for proposed public streets and utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by a grant of easement, deed or an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

ARTICLE X

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, rights-of-way, and dedication of public roadways over, under and across the general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

1. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all owners, the Board of Directors shall be vested with the power and authority to sign petitions requesting the establishment of a special assessment district pursuant to provisions of applicable Michigan

statutes for improvement of roads within or adjacent to the Project. In the event that a special assessment road improvement project is established pursuant to applicable Michigan statutes, the collective costs assessable to the Project as a whole shall be born equally by all owners.

2. The Board of Directors may dedicate or may grant easements over or through any portion of any general common elements of the Project for public highway purposes; and alternatively, during the development and sales period of the Project, the Developer may grant such easements or execute dedications of public roadway over any general common elements.

ARTICLE XI

ACCESS EASEMENTS

The Developer, the Association and all public or private utilities shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

ARTICLE XII

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, a perpetual easement for the unrestricted use of the future access road located between Units 87 and 88 on land located in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 933.14 FEET ALONG THE SOUTH LINE OF SAID SECTION AND CENTERLINE OF BEMIS ROAD; THENCE N 00°99'22" E 348.50 FEET; THENCE N 88°46'38" W 378.90 FEET; THENCE N 01°24'10" E 804.24 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE N 01°24'10" E 66.79 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 79°48'10" E 230.26 FEET; THENCE ALONG A CURVE LEFT THROUGH A CENTRAL ANGLE 06°46'51", AN ARC DISTANCE OF 66.04 FEET, A RADIUS OF 558.00 FEET, AND A CHORD BEARING N 10°11'38" E 66.00 FEET; THENCE N 79°48'10" W 220.05 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 0.34 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,

to any and all land west of and contiguous to Thistle Down Farms, whether or not owned by the Developer as of the date hereof.

Further, the Developer also reserves and grants an access easement for ingress, egress and the installation and maintenance of public utilities over the following described parcel of land located between Units 27 and 28 located in the Township of Pittsfield, Washtenaw County, Michigan, described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE S 88°49'00" E 1317.11 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEMIS ROAD; THENCE N 01°30'00" E 1733.77 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING; THENCE S 83°37'03" E 245.53 FEET; THENCE ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°07'09", AN ARC DISTANCE OF 16.56 FEET, A RADIUS OF 7967.00 FEET, AND A CHORD BEARING N 06°12'17" E 16.56 FEET; THENCE ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°50'13", AN ARC DISTANCE OF 49.74 FEET, A RADIUS OF 263.00 FEET, AND A CHORD BEARING N 00°50'45" E 49.67 FEET; THENCE S 83°37'03" E 244.74 FEET; THENCE S 01°30'00" W 66.24 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32 AND CONTAINING 0.37 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY,

for the benefit of the adjacent parcel of land to the east of Thistle Down Farms located in the SW 1/4 of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, described as follows:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE DUE NORTH ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 33, 1680.39 FEET; THENCE S 89°37'15" W 931.18 FEET TO THE PLACE OF BEGINNING; THENCE S 89°37'15" W 398.10 FEET; THENCE N 0°04'32" W 328.40 FEET; THENCE S 89°39'34" E 398.10 FEET; THENCE S 0°04'32" E 328.13 FEET TO THE PLACE OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ARTICLE XIII

MICHIGAN RIGHT TO FARM ACT

Owners in Thistle Down Farms are hereby notified that the Project is located in an agricultural area of the Township of Pittsfield, and that it is surrounded by farm operations that are protected by the Michigan Right to Farm Act, which is Act 93 of the Public Acts of 1981, as amended. In approving the site plan for Thistle Down Farms the Township of Pittsfield requested that the Developer notify all future owners of both the existence of said farm operations and the Act. It is the desire of the Township of Pittsfield to avoid having owners who move into the Project complain of the

existence of said farm operations at a future date. The Michigan Right to Farm Act provides as follows:

1. As used in the Michigan Right to Farm Act:

a. "Farm" means the land, buildings, and machinery used in the commercial production of farm products.

b. "Farm operation" means a condition or activity which occurs on a farm in connection with the commercial production of farm products, and includes, but is not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

c. "Farm product" means those plants and animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur.

d. "Generally accepted agricultural and management practices" means those practices as defined by the commission of agriculture. The commission shall give due consideration to available Michigan department of agriculture information and written recommendations from the Michigan state university college of agriculture and natural resources cooperative extension service and the agricultural experiment station in cooperation with the United States department of agriculture soil and conservation service and the agricultural stabilization and conservation service, the department of natural resources and other professional and industry organizations.

e. "Person" means an individual, corporation, partnership, association, or other legal entity.

2.

a. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy as determined by the state agriculture commission. Generally accepted agricultural and management practices shall be reviewed annually by the state agriculture commission and revised as considered necessary.

b. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within one (1) mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

ARTICLE XIV

THISTLE DOWN FARMS DRAINAGE DISTRICT

All owners in the Project take title to their individual units subject to a perpetual and permanent easement hereby granted in favor of the Washtenaw County Drain Commissioner, the Thistle Down Farms Drainage District (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described on Exhibit "B" hereto, with said easement set forth thereon, which easement may not be amended or revoked, except with the written approval of Grantee, and which easement contains the following terms and conditions, with the Developer granting the following rights:

1. The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening, and performing any associated construction activities and grading in connection with any type of drainage facilities, or storm drains, in any size, form, shape, or capacity.
2. The Grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit for the purposes identified in subsection 1, above.
3. No unit owner in the Project shall build or convey to others any permission to build any permanent structures on said easement.
4. No unit owner in the Project shall build or place on the area covered by the easement any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.
5. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.
6. All unit owners in the Project shall release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of a storm drain or sewer, or otherwise arising from or incidental to the

exercise by Grantee of its rights under said easement, and all unit owners covenant not to sue Grantee for any such damages.

ARTICLE XV

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

1. The Project documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Project documents, changes required by the Township of Pittsfield or any other public authority having jurisdiction over the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

2. If there is no owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

3. If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

5. Upon recordation of an instrument terminating the Project, the property constituting the Project shall be owned by the owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

6. Upon recordation of an instrument terminating the Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

7. The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), but only as is required in accordance with Section 90a of the Act, and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

8. The Project documents may not be amended, so as to affect the site plan for the Project approved by the Township of Pittsfield, without the advance written approval of the Township of Pittsfield, and no provision in the Project documents which specifically applies to or grants rights to the Township of Pittsfield may be released, changed, modified, or amended without the advance written approval of the Township of Pittsfield.

9. The rights granted to the Washtenaw County Drain Commissioner, the Thistle Down Farms Drainage District and their successors and assigns, under Article XIII shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XIII shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, the Thistle Down Farms Drainage District, or their successors and assigns.

10. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

11. A Master Deed amendment, including the Consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Project.

12. During the construction and sales period this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XVI

ASSIGNMENT

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

THISTLE DOWNS, L.L.C., Developer

By: *Philip F. Conlin*
Philip F. Conlin, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On February 27, 2004, Philip F. Conlin appeared before me, and stated under oath that he is a Member of Thistle Downs, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and he acknowledged this document to be the free act and deed of the limited liability company.

Karl R. Frankena
Karl R. Frankena, Notary Public
~~Acting in~~ Washtenaw County, Michigan
My commission expires: 6/9/07

✓ This document was prepared by and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

H:\KRF\THISTLEDOWNFARMS\MASTER DEED-11.WPD

EXHIBIT "A"

THISTLE DOWN FARMS

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Thistle Down Farms, a residential building site condominium located in the Township of Pittsfield, Washtenaw County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Project documents and the Act shall be levied by the Association against the units and the owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Project, including fulfilling drainage responsibilities within individual units, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of



insurance securing the interest of the owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Project, shall constitute receipts affecting the administration of the Project within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

a. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Commencing January 1, 2004, the annual assessment shall begin to be assessed against each unit owned by a non-developer owner in the amount of One Hundred Fifty Dollars (\$150.00). While the Board of Directors may increase the amount of the annual assessment to meet the expenses of administration and the establishment of a reserve fund, it shall not exceed Three Hundred Dollars (\$300.00) per year (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan District area, since January 1, 2003) without the prior written approval of at least fifty-one percent (51%) of the members of the Association. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Project (adjusted

for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special Assessments. Special assessments, in addition to those required in subparagraph a above, may be made by the Board of Directors from time to time and approved by the owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding Five Thousand Dollars (\$5,000.00) per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

c. Special Assessments for Roadway Purposes. At some time subsequent to the initial development, the Board of Directors may determine that it is necessary to pave or improve some or all of the roads within or adjacent to the Project. The improvement may be financed, in whole or in part, by the creation of a special assessment district, or districts, which may include Thistle Down Farms. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a unit shall constitute the agreement by such owner or purchaser, his/her heirs, personal representatives, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all owners;

provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of Act 59, Public Acts of 1978, as amended, or such other statutes as may be applicable.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2a above shall be payable in advance by owners in one (1) annual or two (2) equal bi-annual installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge and late payment charges as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for chronic late payment of assessments in addition to such interest and late payment charges. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any late charges, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No owner may exempt himself from liability for his contribution toward the expenses of



administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

Section 5. Enforcement.

a. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any Association paid services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

b. Foreclosure Proceedings. Each owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a unit in the Project acknowledges that, at the time of acquiring title to such unit, he was

notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

c. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, actual attorney's fees (not limited to statutory fees), and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, late charges, fines, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on his unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the

property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder acquires title to the unit.

Section 7. Developer's Responsibility for Assessments. The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time, except that the Developer shall not be responsible for a share of the expenses of professional management of the Project, and except for expenses related to maintenance and use of the units in the Project and of the dwellings and other improvements constructed within or appurtenant to the units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all units owned by the Developer at the time the expense is incurred to the total number of units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments with regard to the general common elements, except with respect to units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Township of Pittsfield.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. The Association may require the advance payment of a reasonable processing fee

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

Section 12. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Project documents, or any disputes, claims or grievances arising among or between the owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to use other rules, the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 1 above, no owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.



Section 3. Election of Remedies. Such election and written consent by owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. Mandatory Arbitration with Developer. The Developer, the Association and the owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Project or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Project, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. Owner Authorization for Arbitration. The commencement of any arbitration proceedings against the Developer shall require the approval of two-thirds (2/3) in number of all owners. This will ensure that the owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

a. Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association and the owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of owners.

b. Insurance of Common Elements. All general common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an

amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

c. Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

d. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each owner, by ownership of a unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his

undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all owners shall use their best efforts to cause all property and liability insurance carried by the Association or any owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any owner or the Association.

Section 5. Indemnification. Each individual owner shall indemnify and hold harmless every other owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual owner's unit. Each owner shall carry insurance to secure the indemnity obligations under this Section 5, if required by the Association, or if required by the Developer during the construction and sales period. This Section 5 is not intended to give any insurer any subrogation right or any other right or claim against any individual owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

a. General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the Township of Pittsfield consents to such action.

b. Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such owner shall be responsible for any reconstruction or repair that he elects to make. The owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and sightly condition satisfactory to the

Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

a. Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

b. Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

c. Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining

portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

d. Notification of Mortgagees. In the event any unit in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

e. Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Notification of FNMA and FHLMC. In the event any mortgage in the Project is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FNMA or FHLMC, the Association shall give them written notice at such address as they may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a unit covered by a mortgage purchased in whole or in part by FNMA or FHLMC if such damage exceeds One Thousand Dollars (\$1,000.00).

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the Township of Pittsfield, applicable law and the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the Township of

Pittsfield Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use. The operation of a family or group day care home within the Project is prohibited.

Use of units shall also be restricted in the following manner:

a. Building Size and Height. No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 2,200 square feet.
- (2) Multi-Story: 2,500 square feet.

Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Pittsfield Township Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the unit in such place or places within the Project as the Developer will designate at the owner's expense. All driveways shall be roughed in with a gravel base and culvert before the basement is dug. Each unit shall be permitted only one (1) driveway access, unless the prior written approval of the Developer is received. Owners may not interrupt the surface flow of storm water across their units and any driveway constructed thereon must contain sufficient culverts to allow the passage of storm water under it.

b. Garages. Each single family dwelling shall have a three (3) car attached side entry garage where possible (which means that no garage door shall face the adjacent street unless it is a corner unit), and with written approval from the Developer, or the Association as hereinafter provided in Section 3, may have a four (4) car attached garage. Carports shall not be erected, placed or permitted to remain on any unit. Detached garages may be permitted if

approved in advance by the Developer, or the Association, if applicable. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. All driveways shall be surfaced with asphalt, concrete or paving bricks at the time of construction of the dwelling served thereby, weather permitting.

c. Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

d. Accessory Buildings. No accessory building or other out-building shall be permitted on any unit unless it is approved by the Developer, or the Association, as hereinafter provided in Section 3. The Developer, or the Association, in the exercise of its sole discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Developer's, or the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence and shall be constructed of similar materials on a concrete slab with a rat wall.

e. Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs.

f. Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Developer, or the Association, if applicable. Perimeter fences along the exterior lines of the Project and perimeter fences along the exterior lines between units shall not be permitted to be installed by individual unit owners. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Any fencing to be installed on a unit shall be approved in writing in advance by the Developer, or the Association as hereinafter provided in Section 3. All approved fencing shall be installed behind the rear building line of the dwelling and within the building envelope shown on the Condominium Subdivision Plan and shall not exceed four (4) feet in height except around swimming pools and tennis courts. Fences erected to screen patios, enclose child play areas and fenced dog runs may be permitted only with advance written approval of the Association

as to size, location and fencing materials. No dog runs may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard set back line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Invisible fences are encouraged for pet control. Fences shall be used primarily for limited enclosure purposes. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing, snow fencing and plywood, but including split rail construction, which may have a green wire liner on the inner side of the fence. Fences shall be used, and are required, when appropriate, to screen propane and fuel oil tanks from view from adjoining dwellings and from adjacent streets.

g. Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

h. Mailboxes. The Developer shall install a uniform mail box post for each unit at a cost to the unit owner of One Hundred Dollars (\$100.00) payable in advance. All newspaper receptacles shall be attached to the mail box post.

i. Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted nor shall any antenna or aerial exceeding twelve (12) feet in height above the roof ridge line on any dwelling. Only one (1) dish-type antennae shall be permitted per dwelling.

j. Well Water Quality. Notification is hereby given to all subsequent owners of units that the iron level and hardness level of well water below Thistle Down Farms may be above that which is considered satisfactory from nuisance factor consideration. Chemical analysis of water from a test well in the Project found an iron concentration of 1.21 ppm. The maximum recommended secondary standard is 0.3 ppm. The observed iron level is not above that level which is considered a public health hazard. Fixture discoloration and taste could possibly be observed, and special internal filtration may be desired by individual owners. Iron may stain laundered goods, impart a bitter or astringent taste to the water, and adversely affect the taste of other beverages and foods made from the water. Prospective owners are advised that it may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level.



Chemical analysis of water from a test well found a total hardness concentration of 548 ppm. The maximum recommended secondary standard is 300 ppm. The observed water hardness level is not above that level which is considered a public health hazard. Hardness may cause scaling, plumbing problems and increased usage of soaps and detergents. Softening of the water may result in high sodium concentrations, a condition which should be considered by persons on a sodium restricted diet. Hard water may also discolor house siding when lawns are watered.

k. Wells. All wells are to be privately owned and maintained and must be located within the unit. All wells must be drilled into a protected aquifer at a minimum depth of fifty (50) feet provided that they penetrate a clay barrier that shall be no less than ten (10) feet in thickness and which shall extend at least twenty-five (25) feet below existing grade. All wells must be grouted with bentonite through the protecting clay stratum to the top of the screen. If a well cannot be drilled into a protected aquifer, the following shall apply: (1) the well shall be a minimum of one hundred (100) feet deep, or (2) provide a minimum of fifty (50) feet for submergence of the screen and (3) all drain fields must be located a minimum of one hundred fifty (150) feet from such wells. All wells developed in a rock/shale formation must be tested for explosive gases. Due to low yield wells and dry holes, the area within which Thistle Down Farms is located has been identified as a well first area. It is required that the well be drilled and approved by the Environmental Health Division of the Department of Environmental and Infrastructure Services prior to the issuance of a sewage permit.

l. Drain Fields. All drain fields are to be privately owned and maintained and must be located within the unit. Due to the fine sandy formation found on Units 4, 5, 6, 7, 8, 9, 18, and 93, it is required by the Environmental Health Division of the Department of Environmental and Infrastructure Services that the primary drain field areas on each of said Units be oversized by twenty-five percent (25%). Due to the depth of sand (> 10 feet) on Units 33, 34, 35, 36, 37, 38, 39, 49, 53, 89, and 91, the Environmental Health Division of the Department of Environmental and Infrastructure Services will require that the primary drain field area on these Units be pre-excavated, backfilled with medium 2NS sand or equivalent, inspected by a representative from said Department and the design engineer. The engineer shall certify in writing that the excavation has been completed pursuant to Washtenaw County Environmental Health Standards. No sewage or well permits will be issued on any of said Units prior to the completion of the deep excavations. Any changes in the location of the approved sewage system, major filling, eroding, excavating, paving, flooding of the investigated area, encroachment of any required isolation distances, or new information regarding the

suitability of the site may necessitate further investigation or disapproval of the site.

m. Washtenaw County Department of Environmental and Infrastructure Services. Subparagraphs j, k and l hereinabove may not be amended without the advance written approval of the Washtenaw County Department of Environmental and Infrastructure Services.

n. Septic Tanks. It is recommended that all septic tanks serving units in the Project shall be pumped out at least once every five (5) years by the respective owners.

o. Detention Basins. All detention basins are to have a positive outlet and shall not hold water for a period of time greater than forty-eight (48) hours.

p. Water Conservation Efforts. Michigan law requires that all dwellings constructed within units in the Project use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in septic tanks and drain fields.

q. Drainage Easement. Some units are subject to storm water drainage easements granted to the Washtenaw County Drain Commissioner or created by the Master Deed, as shown on Exhibit "B" hereto. Notwithstanding anything else contained in the condominium documents to the contrary, each unit owner shall maintain the surface area of such easements within his unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit owner shall not contour the land or install any structure or landscaping within said easements that would interfere with the flow of storm water through them. The Association shall have access to such units to maintain, repair and replace such easements.

r. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. Grassy areas shall be mowed a minimum of three times each summer to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XIX, below.

s. Landscape Easement Maintenance. The perimeter landscape easement along Moon and Bemis Roads shall have a four (4) rail horse type fence installed by the Developer and maintained, repaired and replaced by the Association. That portion of the landscape easement on the road side of the fence shall be maintained in a natural state,



allowing field mowing only, up to three times per year, if necessary. The replacement of any landscape vegetation or addition of any new landscape materials shall be of the "native species variety" only. That part of the landscape easement on the unit side of the fence shall be maintained in accordance with Section 12 hereinbelow.

t. Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Owners shall arrange for weekly pick-up of garbage by only one (1) private garbage contractor. The Association may elect to take over selection of a garbage contractor. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

u. Access to Units. Driveway access for all units in Thistle Down Farms shall be restricted to roads within the Project.

v. Rear Building Lines on Units 18, 19, 20, and 21. The rear building or setback line on Units 18, 19, 20, and 21 shall be seventy (70) feet from the front building or setback line.

Section 2. Leasing and Rental.

a. Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the Township of Pittsfield. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. An owner, including the Developer, desiring to rent or lease a unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the condominium documents. The owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the owner or the Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an owner or the Developer, the due dates of that rental and compensation, and the term of the proposed arrangement. The Developer may lease any number of units and the improvements thereon in its discretion.

b. Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

(1) Tenants and non-owner occupants shall comply with all of the conditions of the Project documents, and all leases and rental agreements shall so state.

(2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Project documents, the Association shall take the following action:

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

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

(c) If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the owner and tenant or non-owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the owner liable for any damages to the common elements caused by the owner or tenant in connection with the unit or the Project.

(3) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.

(b) Initiate proceedings pursuant to subsection (2) (c) hereinabove.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a unit or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless the site plan and building plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include textured vinyl, wood, brick, and stone, but no aluminum siding or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Project as a whole. Unless prevented by existing natural vegetation, or severe elevations in the topography, wherever possible lawns shall occupy the majority of the front yard between the dwelling and the traveled portion of the road adjacent thereto. No flat roofs will be permitted and a minimum front roof pitch of 6/12 will be required. Dimensional roof shingles shall be required, however, the Developer reserves the right, within its sole discretion, to waive this requirement for specific residences. The purpose of this section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all owners. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. Said rights shall automatically be assigned to the Association at the end of the construction and sales period. The Developer may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Project documents, and any limitations imposed by the Township of Pittsfield.

In no event shall any unit owner have the right to impose liability on the Developer or the Association, or otherwise contest judicially any decision of the Developer or the Association (or alleged failure of the Developer or the Association to make a decision) relative to the approval or disapproval of a site plan and building plans, or any aspect or other matter as to which the Developer reserves the right to approve, disapprove or grant a variance with regard to under this Article VI. The approval by the Developer of a site plan and building plans, or other matter shall not

be construed as a representation or warranty that the site plan or building plans or other matter is in conformity with the zoning ordinances of the Township of Pittsfield, if applicable, or building regulations of any other governmental authority. The Developer specifically disclaims any obligation or duty to ascertain any such non-conformities or to advise a unit owner or any other person of the same, even if known to the Developer.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the Township of Pittsfield, if applicable.

Section 5. Activities. No noxious, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No perpetual garage sales shall be permitted on any unit in the Project. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Project without the written approval of the Association, and each owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with Township of Pittsfield ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one (1) or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or

animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the residence between 11 o'clock p.m. and 7 o'clock a.m. Invisible fences are encouraged for pet control. No dog houses or unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposal of all fecal matter deposited within the Project by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for the display of lawn statuary or the storage of supplies, materials, firewood, personal property, or trash or refuse of any kinds, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Project. In the event that any dwelling is damaged or destroyed a general clean-up shall be accomplished within thirty (30) days. Minor repairs shall be completed as soon as possible and completion of major repairs and reconstruction shall be accomplished within nine (9) months, weather permitting. Propane and fuel oil tanks shall be screened from view from adjoining dwellings and from adjacent public streets.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers, equipment trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked

upon the unit for a period of no more than forty-eight (48) consecutive hours for loading and unloading purposes twice a year. No inoperable vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project (except as above provided) except while making deliveries or pick ups in the normal course of business, unless parked pursuant to the advance written approval of the Association. Owners shall, if the Association shall require, register with the Association all cars maintained on the Project. Use of motorized vehicles anywhere on the open space common areas, other than authorized maintenance vehicles, is absolutely prohibited. Overnight parking on any private road in the Project is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. Except for the entrance signs on Units 1, 39, 49, 74, 75, 94, 95, and 110, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding one (1) "For Sale" sign which shall not exceed six (6) square feet per side, without written permission from the Association and, during the construction and sales period, from the Developer, and a sign permit issued by the Township of Pittsfield, if applicable.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations, including grievance procedures, from time to time to reflect the needs and desires of the majority of the owners in the Project. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of units and the common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the maintenance, repair or replacement of storm water drainage easements and of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements, to the unit

itself or to another unit, and shall not be liable to such owner for any necessary damage to his unit caused thereby.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within forty-five (45) days after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of five (5) inches in diameter five (5) feet above ground level shall be cut, except for diseased and dead trees, or those that are of a nuisance or invasive species, such as poplar, willow or box elder, without the prior written approval of the Developer, or the Association, if applicable. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six (6) inches or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.

Section 13. General Common Element Maintenance. All general common area maintenance shall be the responsibility of the Association. The level of maintenance shall be determined by the Board of Directors in advance of the preparation of the annual budget each year. Roads, yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.



Section 14. Owner Maintenance. Each owner shall maintain his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition in keeping with the general condition of the neighborhood. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, electrical, natural gas, drainage easement courses or other utility conduits and systems and any other common elements within any unit which are appurtenant to or which may affect any other unit. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article II hereof.

Section 15. Road, Road Shoulder, Road Side Ditches, and Drainage Ways. During unit ownership any damage to the road, road shoulder, road side ditches, and drainage ways shall be repaired at the sole cost and expense of the owner of the unit. Such damage, shall be defined by the Developer or the Association, if applicable, and shall include, but is not limited to, broken pavement, squashed culverts, ruts in drainage ways, erosion sediment from unit, and regrading. If damage occurs, the Developer or the Association, shall give written notice to the owner of the unit as to the extent of such damage. The owner shall repair said damage within thirty (30) days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After thirty (30) days, plus any adverse weather extensions, the Developer or the Association may repair such damage and bill the owner of the unit. If said costs are not paid within thirty (30) days, the Developer or the Association may place a lien upon the subject unit for such charges plus all actual reasonable legal expenses, or take any other actions which may be permitted by law.

Section 16. Roads Prior to Acceptance. Roads as set forth on the Condominium Subdivision Plan will be maintained, replaced, repaired and resurfaced as necessary by the Association, but only until they are dedicated to the public. It is the Association's responsibility to inspect and to perform preventative maintenance of the Project roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. However, although it is contemplated that the roads will be dedicated to the public, it is possible such dedication may not necessarily take place immediately. Upon dedication of the roads and acceptance by the Washtenaw County Road Commission, the Association will no longer be responsible for maintaining the roads, although the Association, in its sole and absolute discretion, may elect to continue to snowplow or

otherwise maintain the roads to the extent it deems it appropriate, and as shall be permitted by the Washtenaw County Road Commission.

Section 17. Wetland Preserves. Private wetland preserves are located on units and general common elements in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B." The wetland preserves have been designated by the Developer to serve as permanent natural open space areas and the natural topography, vegetation, wildlife habitat, and ecological character and nature of the wetland preserves, having been deemed assets worthy of preservation, shall remain intact and undisturbed to the extent possible. Construction of buildings, or other structures, in the wetland preserves is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in or within twenty-five (25) feet of the wetland preserves, except with regard to the elimination of poisonous or invasive species, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. All lawn fertilizers shall be of the zero phosphate variety. Storage or dumping of any items or materials, including but not limited to vehicles, structures, building materials, trash, or refuse, is prohibited on the wetland preserves. The Association shall be responsible for maintaining the wetland preserves in a proper manner as may be required to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the areas.

Section 18. Reserved Rights of Developer.

a. Prior Approval by Developer. During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.

b. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire construction and sales period to maintain, or to authorize others to maintain, a sales office, a construction office, model homes, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, subject to the approval



of the Township of Pittsfield, if applicable. The Developer shall restore the areas so utilized to habitable status upon termination of use.

c. Enforcement of By-Laws. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the Project. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these By-Laws.

d. Variances. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific residences, provided that such variances are consistent with the approved site plan and applicable ordinances of the Township of Pittsfield.

Section 19. Storm Water Management System Maintenance Plan. The storm water management system maintenance plan and two schedules attached hereto on pages 47 through 49, inclusive, are for the maintenance of items within the Thistle Down Farms Drainage District as established by the rules of the Washtenaw County Drain Commissioner.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the owner of such unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 4. Notice. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one (1) vote for each unit owned.

Section 2. Eligibility to Vote. No owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes. Except as provided in Article XI, Section 2 of these By-Laws, no owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one (1) vote for each unit which it owns.

Section 3. Designation of Voting Representative. Each owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the owner. Such notice shall be signed and dated by the owner. The individual representative designated may be changed by the owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty percent (30%) of the owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Project documents or the laws of the State of Michigan.



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Section 2. First Annual Meeting. The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the units in Thistle Down Farms have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of all units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Project documents refers to the maximum number of units which the Developer is permitted under the Project documents to include in the Project.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the months of October and November of each succeeding year after the year in which the first annual meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the first annual meeting. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article XI of these By-Laws. The owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.



Section 6. Adjournment. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this section, the order of seniority of officers shall be President, Vice President, Secretary, and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the



President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first unit in the Project to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper owners and to aid in the transition of control of the Association from the Developer to the other owners. The Advisory Committee shall cease to exist automatically when the nondeveloper owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected thereto by the owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2 of these By-Laws. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. No more than one (1) owner from a unit may serve on the Board of Directors at the same time. Directors shall serve without compensation.

Section 2. Election of Directors.

a. First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first nondeveloper



owner to the Board. Elections for nondeveloper owner Directors shall be held as provided in subsections b and c below.

b. Appointment of Nondeveloper Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of twenty-five percent (25%) in number of the units that may be created, one (1) out of the three (3) Directors shall be selected by nondeveloper owners. When the required percentage of conveyances has been reached, the Developer shall notify the nondeveloper owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the first annual meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

c. Election of Directors At and After First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of the units that may be created, the nondeveloper owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as the units that remain to be created and sold equal at least ten percent (10%) of all units that may be created in the Project. When the seventy-five percent (75%) conveyance level is achieved, a meeting of owners shall be promptly convened to effectuate this provision, even if the first annual meeting has already occurred.

(2) Regardless of the percentage of units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, the nondeveloper owners have the right to elect a number of members of the Board of Directors equal to the percentage of units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the nondeveloper owners have the right to elect under subsection (2) or if the product of the number of members of the Board of Directors multiplied by the percentage of

units held by the nondeveloper owners under subsection (b) results in a right of nondeveloper owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (1).

(4) At the first annual meeting of members, two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one (1) slate, and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the Director elected for one (1) year at the first annual meeting) of each Director shall be two (2) years. The Board of Directors shall have the option of increasing its members from three (3) persons to five (5) persons at any subsequent annual meeting of members of the Association by declaring the increase in number of Directors to be elected prior to such meeting. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Project documents or required thereby to be exercised and done by the owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

a. To manage and administer the affairs of and to maintain the Project and the common elements thereof.

b. To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for nonpayment of said assessments.

c. To carry insurance and collect and allocate the proceeds thereof.

d. To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents.

e. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Project, including fulfilling drainage responsibilities within individual units.

f. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any unit in the Project and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes or obligations of the Association.

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

h. To make rules and regulations in accordance with Article VI, Section 10 of these By-Laws.

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

j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

k. To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

l. To assert, defend or settle claims on behalf of all owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) day written notice to all owners on actions proposed by the Board with regard thereto.

m. To enforce the provisions of the Project documents.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Project documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the transitional control date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among nondeveloper owner elected Directors which occur prior to the transitional control date may be filled only through election by nondeveloper owners and shall be filled in the manner specified in Section 2b of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the



meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper owners to serve before the first annual meeting may be removed before the first annual meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, email, fax, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail, email, fax, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof

shall constitute the presence of such Director for purposes of determining a quorum. A quorum of the directors shall also permit the Board of Directors to take action by the written consent of individual directors and by means of a telephone conference between the directors. The Board of Directors is not subject to the Michigan Open Meetings Act and may close portions of its meetings to the owners, and provide for confidentiality of the minutes of the closed portion of its meetings, for such issues, as an example, as discussion of personnel employment and litigation matters.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the transitional control date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Project documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The officers of the Association shall be a President, a Vice President and a Secretary/Treasurer, all of whom shall be members of the Board of Directors.

a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

b. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

c. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate

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

d. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected, at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association and the words "corporate seal," and "Michigan."

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each owner at least

once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Project shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a unit in the Project shall be allowed to have an audited statement prepared at its own expense.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification

which it has approved, the Board of Directors shall notify all owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of owners, mortgagees or other interested parties, or amend Article VI without the prior written approval of the Developer (if the Developer continues to own at least one (1) unit in the Project), and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, or jeopardize their security in the unit, in which event the approval of two-thirds (2/3) of the mortgagees shall be required, with each mortgagee to have one (1) vote for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all the owners entitled to vote as of the record date for such votes. Consent from the Developer shall be obtained if any amendment of Article VI is proposed and the Developer continues to own at least one (1) unit in the Project. Consent from the Township of Pittsfield shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 5. By Developer. These By-Laws may be amended by the Developer, without approval from any owner or mortgagee, to keep these



By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any owner or mortgagee.

Section 6. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the Office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Project documents.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by an owner shall entitle the Association or another owner or owners to the following relief:



Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Project documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved owner or owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an owner, the Association or the owner or owners bringing the legal action, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees (not limited to statutory fees) as determined by the court, but in no event shall any defending owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Project documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements or into any unit when reasonably necessary and summarily remove and abate, at the expense of the owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Project documents. The Association shall have no liability to any owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Project documents by any owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners in the same manner as prescribed in Article IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending owners as prescribed in said Article IX, Section 5, and after an opportunity for such owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any owner to enforce any right, provision, covenant, or condition which may be granted by the Project documents shall not constitute a waiver of the right of the Association or of any such owner to enforce such right, provision, covenant, or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any owner or owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Project documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Project Documents. An owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Project documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. An owner may maintain an action against any other owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Project documents or the Act.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Project documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

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

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STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

1. RESPONSIBILITY FOR MAINTENANCE

a. During construction it is the developer's responsibility to perform the maintenance.

b. Following construction, it will be the responsibility of the Thistle Down Farms Association (TDFA) to perform the maintenance.

c. The Master Deed will specify that routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner. Should the TDFA fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the TDFA.

2. SOURCE OF FINANCING

a. During construction the cost of maintenance tasks is included as part of the soil erosion control measures which are a part of the contractor's bid.

b. After construction the Thistle Down Farms Association will assess its members (all owners of units in the site condominium) to pay for all maintenance activities on a continuing basis.

3. MAINTENANCE TASKS AND SCHEDULE

a. See the charts on the next two pages: The first describes maintenance tasks during construction to be performed by the developer, the second describes maintenance tasks to be performed by Thistle Down Farms Association.

b. Before turning any portion of the project over to the Association, the developer will have the storm water management system inspected by an engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal.



MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

COMPONENTS:	SCHEDULE:									
Emergency Overflow					X	X				X
Wetlands	X	X			X	X				X
Storm Detention Areas	X	X			X	X			X	X
Filtration Basins	X	X			X	X			X	X
Rip-Rap							X			X
Outflow Control Structures	X	X			X	X			X	X
Channels	X	X			X	X			X	X
Catch Basin Inlet Castings					X	X				
Catch Basin Sumps	X	X			X	X				
Storm Sewer System	X	X			X	X				X
TASKS:										
Inspect for sediment accumulation	X									
Removal of sediment accumulation										
Inspect for floatables and debris					X	X				
Cleaning of floatables and debris					X	X				
Inspection for erosion										
Reestablish permanent vegetation on eroded slopes										
Replacement of gravel filters										
Mowing										
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the Developer)									X	
Make adjustments or replacements as determined by pre-turnover inspection										X

* "As needed" means when sediment has accumulated to a maximum of one foot depth.

MAINTENANCE TASKS AND SCHEDULE TDFA

TASKS:	COMPONENTS:	SCHEDULE:
Inspect for sediment accumulation	Emergency Overflow	Annually
Removal of sediment accumulation	Wetlands	Every 5-10 yrs as needed
Inspect for floatables and debris	Storm Detention Areas	Annually
Cleaning of floatables and debris	Filtration Basins	Annually
Inspection for erosion	Rip-Rap	Annually
Reestablish permanent vegetation on eroded slopes	Outflow Control Structures	As needed
Replacement of gravel filters	Channels	Every 3-5 yrs as needed
Clean streets	Catch Basin Inlet Castings	Semi-Annually
Mowing	Catch Basin Sumps	0 to 2 times per yr
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the TDFA)	Storm Sewer System	Annually
Make adjustments or replacements as determined by annual wet weather inspection	Streets	As needed
Keep records of all inspections and maintenance activities and report to TDFA		Annually
Keep records of all costs for inspections, maintenance and repairs. Report to TDFA		Annually
TDFA reviews cost effectiveness of the preventative maintenance program and makes adjustments as needed		Annually
TDFA to have a professional engineer carry out emergency inspections upon identification of severe problems		Annually

TDFA = Thistle Down Farms Association

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 450

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

EXHIBIT B TO THE MASTER DEED OF THISTLE DOWN FARMS

PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

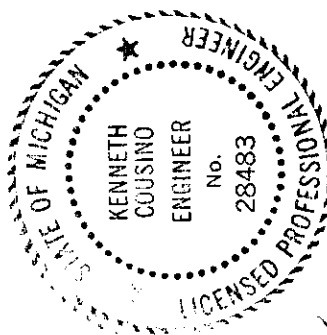
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN AND ALSO BEING THE POINT OF BEGINNING; THENCE N 07°25'44" E 255.00 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE N 88°46'18" W 182.50 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MOON ROAD, N 01°52'32" E 215.10 FEET, S 88°00'28" E 17.38 FEET, N 01°58'32" E 131.27 FEET, N 00°47'10" W 207.77 FEET, AND N 01°41'10" E 175.27 FEET; THENCE N 43°58'48" E 444.32 FEET; THENCE N 01°41'10" W 181.58 FEET; THENCE S 88°45'25" E 1274.86 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SECTION AS ESTABLISHED BY WASHTENAW COUNTY ENGINEERING SURVEY, JOB NUMBER 188, DATED 08/11/03; THENCE N 01°41'10" W 181.58 FEET; THENCE S 88°45'25" E 1274.86 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SECTION AS ESTABLISHED BY WASHTENAW COUNTY ENGINEERING SURVEY, JOB NUMBER 188, DATED 08/11/03; THENCE S 01°59'22" W 232.30 FEET; THENCE S 01°59'22" W 852.14 FEET TO THE SOUTHWEST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 502.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD; THENCE N 88°46'38" W 374.90 FEET; THENCE N 88°46'38" W 374.90 FEET; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE S 88°45'24" E 992.45 FEET; THENCE S 00°47'10" E 1587.42 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE N 87°43'55" W 232.30 FEET; THENCE S 01°59'22" W 852.14 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 46.28 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH TWO STORM WATER DRAINAGE EASEMENTS OVER THE FOLLOWING DESCRIBED PROPERTIES:
OFFSITE STORM WATER DRAINAGE EASEMENT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 502.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD; THENCE N 88°46'38" W 374.90 FEET; THENCE N 88°46'38" W 374.90 FEET; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE S 88°45'24" E 992.45 FEET; THENCE S 00°47'10" E 1587.42 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE N 87°43'55" W 232.30 FEET; THENCE S 01°59'22" W 852.14 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 46.28 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OFFSITE STORM WATER DRAINAGE EASEMENT 2:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 502.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD; THENCE N 88°46'38" W 374.90 FEET; THENCE N 88°46'38" W 374.90 FEET; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 01°24'10" E 1888.84 FEET ALONG THE WEST LINE OF THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE S 88°45'24" E 992.45 FEET; THENCE S 00°47'10" E 1587.42 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE N 87°43'55" W 232.30 FEET; THENCE S 01°59'22" W 852.14 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION AND CONTAINING 46.28 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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4. SURVEY PLAN (UNITS 86-90, 100-110)
5. SURVEY PLAN (UNITS 91-99)
6. SURVEY PLAN (UNITS 4-10, 15-20)
7. SURVEY PLAN (UNITS 1-3, 11-14, 68-74, 21-27)
8. SURVEY PLAN (UNITS 28-33, 55-67)
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17. COORDINATE, UNIT AREA & BASE ELEVATION LISTING



Kenneth Cousino

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2455 S. INDUSTRIAL HWY, STE. J
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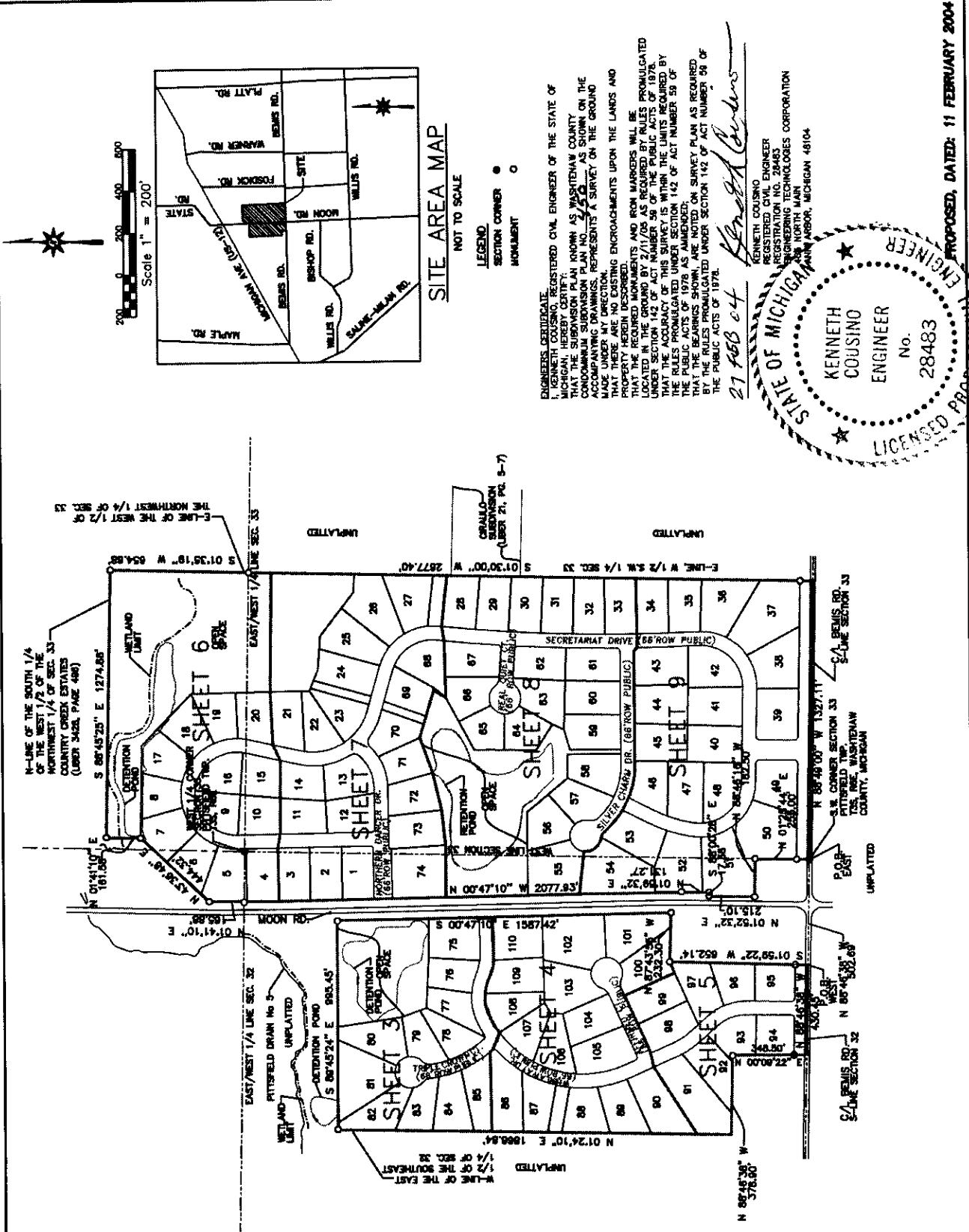
THISTLE DOWN FARMS

DEVELOPER:
THISTLE DOWNS, L.L.C.
3400 S. INDUSTRIAL HWY. STE. 4
ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES
3400 S. INDUSTRIAL HWY. STE. 4
ANN ARBOR, MI 48106
TEL: (734) 764-0000
FAX: (734) 764-0005
WWW.ETI-MI.COM

COMPOSITE PLAN

2



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THISTLE DOWN FARMS

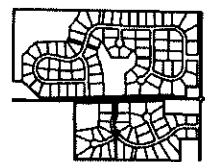
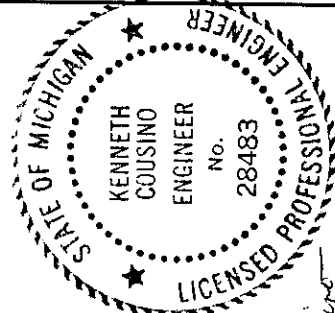
DESIGNED BY:
THISTLE DOWNS, LLC
3400 S. INDUSTRIAL HWY. STE. K
ANN ARBOR, MI 48106

ENGINEERING TECHNICIANS:
CORPORATION
1000 S. INDUSTRIAL HWY. STE. J
ANN ARBOR, MI 48106
TEL: (734) 764-0000
FAX: (734) 764-0005
WWW.THISTLEDOWNS.COM

SURVEY PLAN (UNITS 75-85)

3

BENCHMARKS:
BENCHMARK #1 - ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30" OAK APPROXIMATELY 1320 FEET NORTH OF BEAMS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
BENCHMARK #2 - ELEV. 829.83 (N.A.V.D. 1988) NAIL IN N.W. FACE OF 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
BENCHMARK #3 - ELEV. 831.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 50 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.



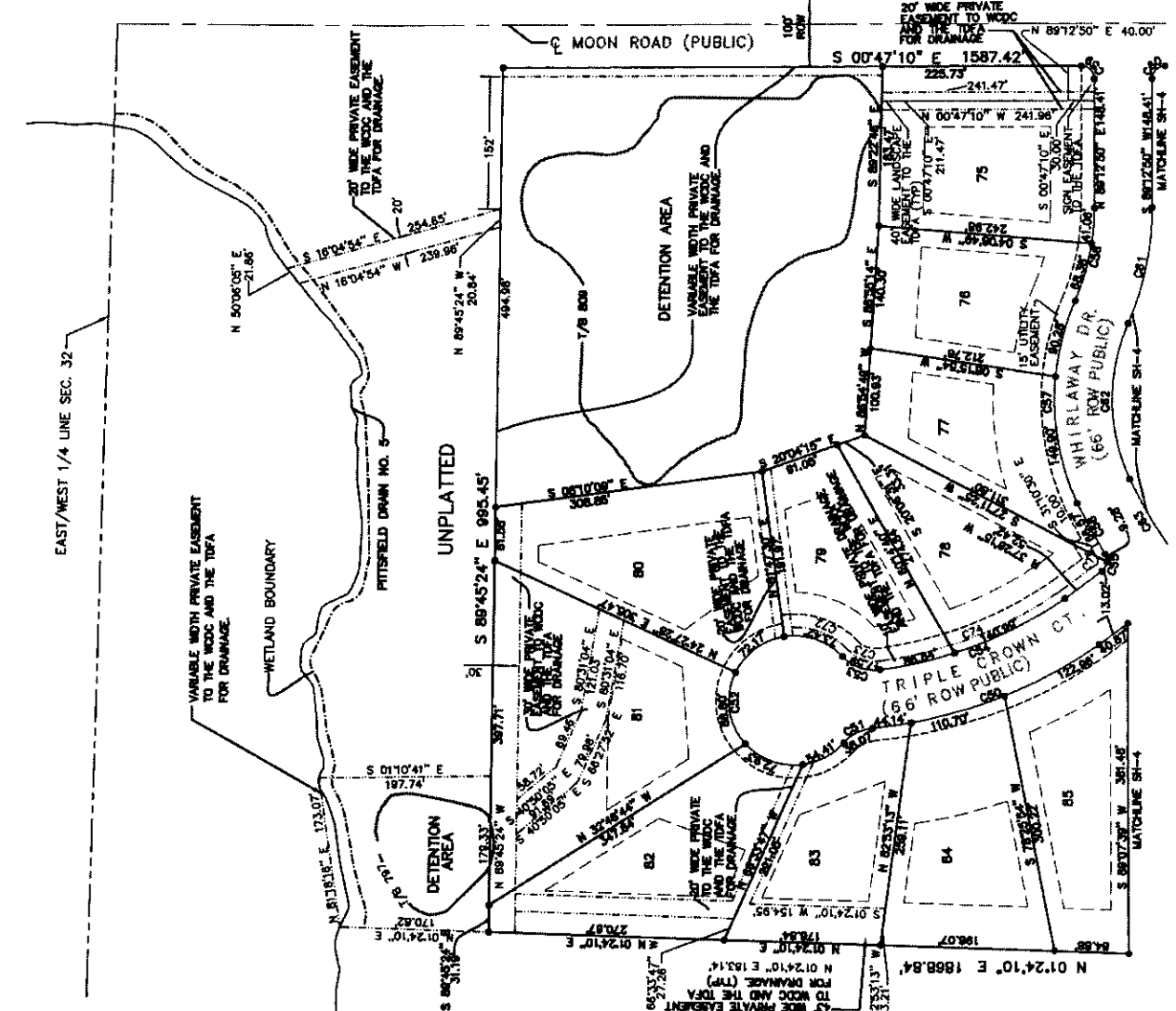
- LEGEND**
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - CURVE NUMBER
 - DRAINAGE EASEMENT
 - WETLAND BOUNDARY
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - SIGN EASEMENT (110.0 SF)
 - TOP OF BASIN
 - THISTLE DOWN FARMS ASSOCIATION
 - WASHTEENAW COUNTY DRAIN COMMISSIONER

CURVE TABLE

NUMBER	DELTA	CD	R'	L'	LD'
C50	28°51'11"	N 21°00'17" W	833.18	277.80	274.87
C51	43°57'15"	N 28°02'18" W	65.00	58.07	57.15
C52	2°8'20"18"	N 88°18'11" E	75.00	131.73	100.04
C53	6°33'18"	S 18°13'20" W	65.00	47.89	48.81
C54	27°58'51"	S 22°00'55" E	487.18	227.83	228.58
C55	88°11'41"	S 80°04'08" E	18.00	12.30	20.31
C56	08°00'00"	N 88°42'48" E	288.00	60.87	288.33
C57	47°58'22"	N 78°02'38" E	287.70	188.44	188.48
C58	80°00'00"	N 44°12'50" E	15.00	13.56	21.31
C59	27°28'00"	N 45°57'10" W	333.00	138.50	138.54
C60	27°28'00"	N 45°57'10" W	333.00	138.50	138.54
C61	27°28'00"	N 45°57'10" W	333.00	138.50	138.54
C62	47°58'22"	S 20°04'38" W	220.00	184.81	182.28
C63	88°00'00"	S 20°04'38" W	462.00	768.57	884.25

CURVE TABLE DRAINAGE EASEMENT (WCDC)

NUMBER	DELTA	CD	R'	L'	LD'
C72	48°10'21"	S 21°54'08" W	85.00	72.85	70.73
C73	54°31'58"	S 19°13'20" W	40.00	38.07	38.65
C74	27°58'31"	S 22°00'55" E	457.18	222.86	220.75
C75	85°11'41"	S 80°04'08" E	5.00	7.43	6.77

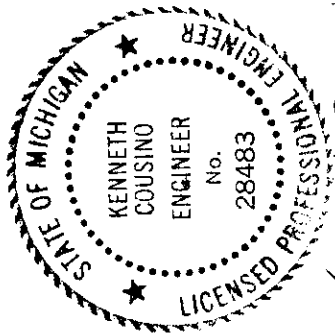


PROPOSED, DATED: 11 FEBRUARY 2004

THISTLE DOWN
FARMS

ENGINEER
THISTLE DOWNS, L.L.C.
2400 S. HUNTERMAN, HWY. 57E. J
AND AUBURN, MI 48404

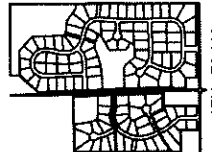
ENGINEERING TECHNOLOGIES
CORPORATION
10000 HUNTERMAN, HWY. 57E. J
AND AUBURN, MI 48404
TEL: (248) 794-0000
FAX: (248) 794-0000
WWW.ETCORP.COM



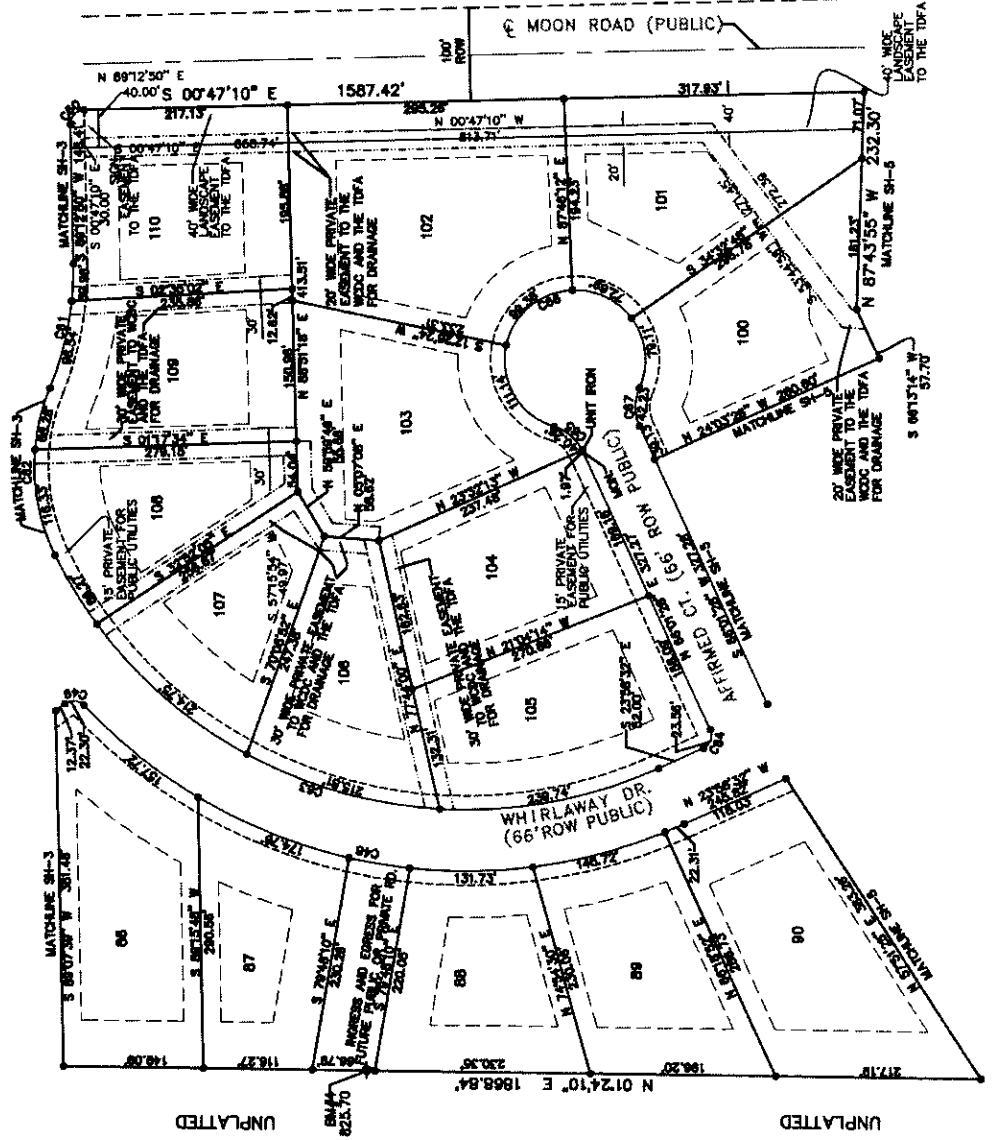
CURVE TABLE

NUMBER/SHA	CD	R	LC	LC
C45 71.9178	N 112.277° E	158.00	648.28	643.80
C46 80.7178	N 00.471° E	11.00	22.30	21.21
C47 29.2078	N 79.523° W	11.00	21.88	21.21
C48 29.2078	N 79.523° W	333.00	134.90	138.34
C49 14.7878	S 89.513° W	22.00	18.45	17.28
C50 14.7878	S 89.513° W	22.00	18.45	17.28
C51 14.7878	S 89.513° W	15.00	13.56	12.21
C52 14.7878	S 89.513° W	15.00	13.56	12.21
C53 14.7878	S 89.513° W	15.00	13.56	12.21
C54 14.7878	S 89.513° W	15.00	13.56	12.21
C55 14.7878	S 89.513° W	15.00	13.56	12.21
C56 14.7878	S 89.513° W	15.00	13.56	12.21
C57 14.7878	S 89.513° W	15.00	13.56	12.21

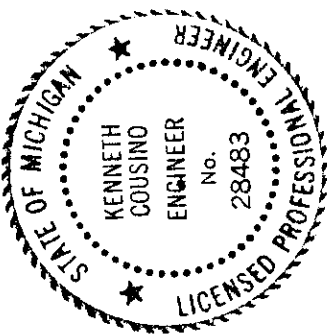
- LEGEND
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - C40 CURVE NUMBER
 - ◆ BENCHMARK
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - SIGN EASEMENT (1132 SF)
 - THISTLE DOWN FARMS ASSOCIATION
 - WASHINGTON COUNTY DRAIN COMMISSIONER
- TOFA
WDOC



BENCHMARKS:
BENCHMARK #1 - ELEV. 891.89 (N.A.V.D. 1988) NAIL IN 30" OAK, APPROXIMATELY 1320 FEET NORTH OF BEING 801, ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
BENCHMARK #2 - ELEV. 893.83 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 1 1/2" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 25 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
BENCHMARK #3 - ELEV. 891.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 1 1/2" HICKORY APPROXIMATELY 83 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.



PROPOSED, DATED: 11 FEBRUARY 2004



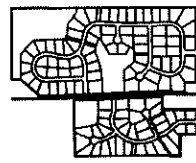
Kenneth Cousino



BENCHMARKS:
 BENCHMARK #1 - ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30' OAK APPROXIMATELY 1320 FEET NORTH OF BEMIS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2 - ELEV. 828.83 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16\"/>

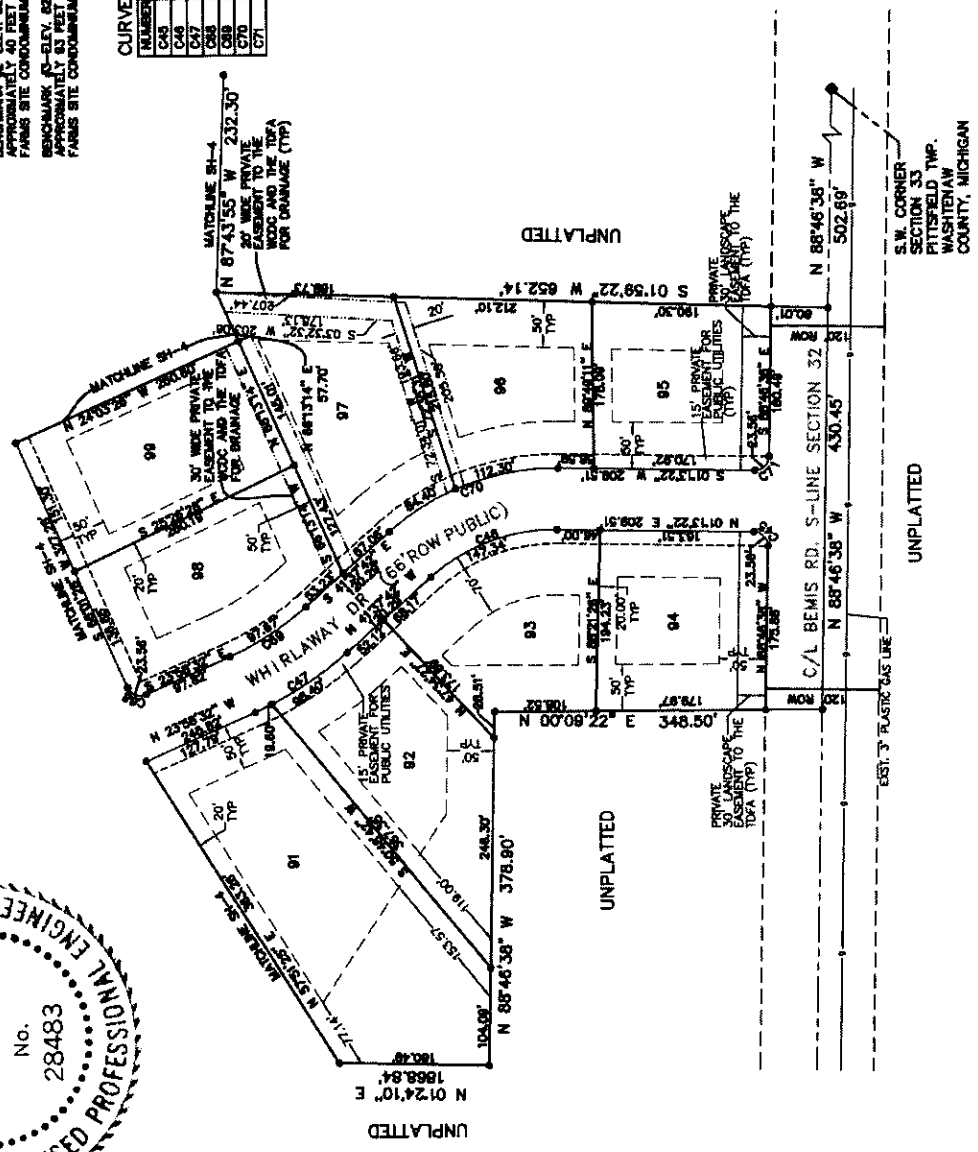
CURVE TABLE

NUMBER	DELTA	LC	R'	L	LC'
C45	8070700"	N 45°13'22" E	15.00	23.58	21.21
C46	4278104"	N 20°12'10" W	107.00	147.24	143.83
C47	1778910"	N 32°48'07" W	583.00	116.00	117.24
C48	8070700"	S 21°01'28" W	15.00	23.58	21.21
C49	1778910"	S 32°48'07" E	583.00	116.00	117.24
C70	4278104"	S 20°12'10" E	107.00	147.24	143.83
C71	8070700"	S 45°14'30" E	15.00	23.58	21.21



KEY PLAN
SCALE 1"=1000'

- LEGEND**
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - C40 CURVE NUMBER
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
- TOWA THISTLE DOWN FARMS ASSOCIATION
 WDCS WASHTEWAW COUNTY DRAIN COMMISSIONER



THISTLE DOWN FARMS

ENGINEERS:
 THISTLE DOWNS, L.L.C.
 CAROL S. HERRINGTON, SURV. REG. NO. 48004
 JAMES ANDERSON, SURV. REG. NO. 48004

ENGINEERING TECHNOLOGIES CORPORATION
 1000 WESTERN AVENUE, SUITE 200
 ANN ARBOR, MI 48106
 TEL: (734) 764-0000
 FAX: (734) 764-0003
 WWW.ETCORP.COM

SURVEY PLAN
 (UNITS 91-99)

SHEET NO. 5

PROPOSED, DATED: 11 FEBRUARY 2004

WHISTLE DOWN FARMS

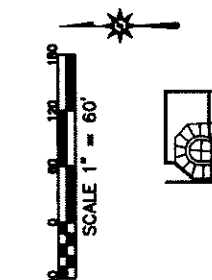
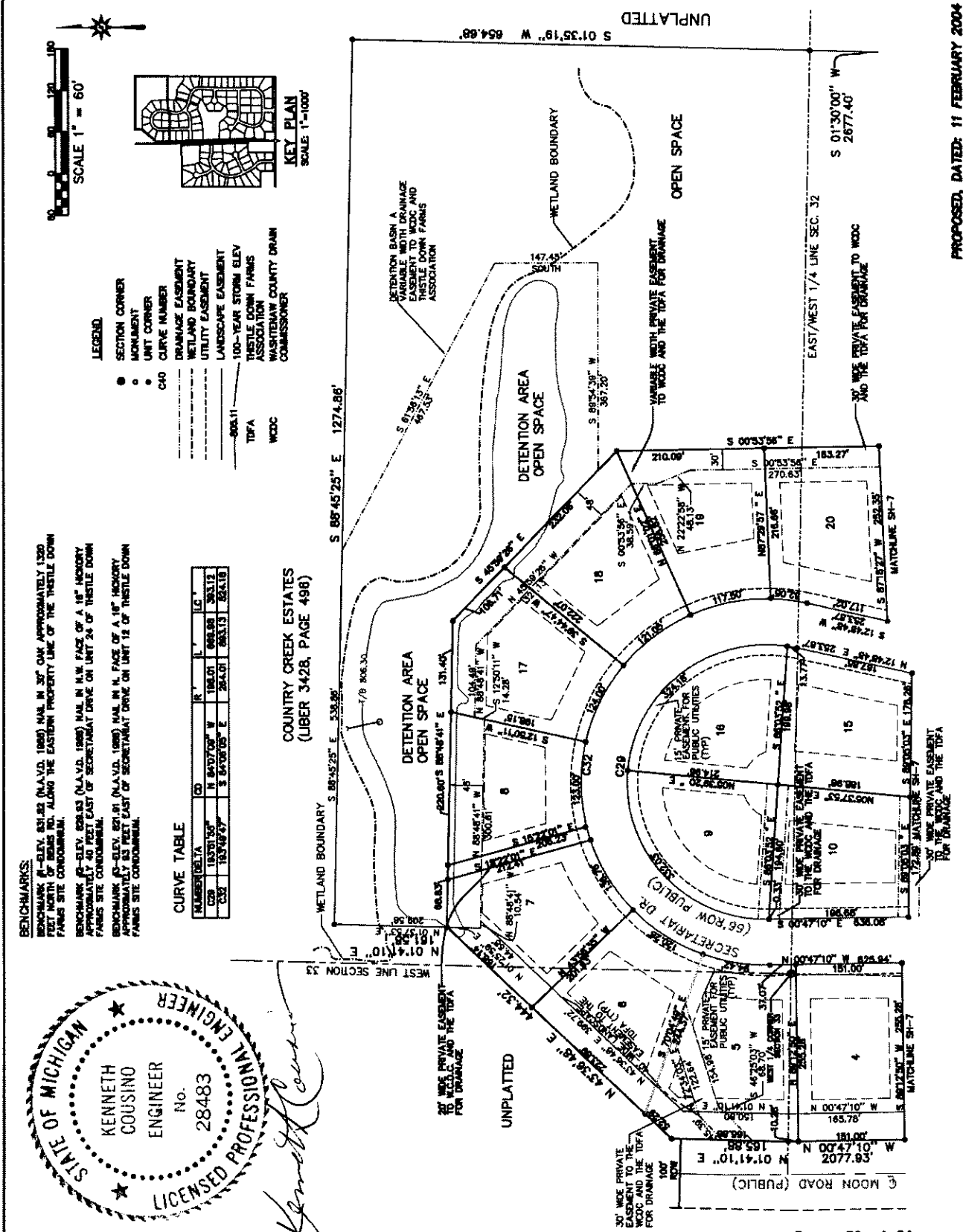
DEVELOPER:
 JAMES S. HAINES, LLC
 1000 W. WASHINGTON ST. # 1000
 ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES CORPORATION
 1000 W. WASHINGTON ST. # 1000
 ANN ARBOR, MI 48106
 TEL: (734) 764-0000
 FAX: (734) 764-0000
 WWW.ETCORP.COM

UNPLANNED

SURVEY PLAN
 (UNITS 4-10, 15-20)

6



- LEGEND:
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - C&D CURVE NUMBER
 - DRAINAGE EASEMENT
 - WETLAND BOUNDARY
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - 100-YEAR STORM ELEV ASSOCIATION
 - TRISTLE DOWN FARMS ASSOCIATION
 - WASHTENAW COUNTY DRAIN COMMISSIONER
 - TOFA
 - WDC

CURVE TABLE

CURVE NO.	CD	R'	L'	LC'
C29	183.98'	100.00'	100.00'	183.98'
C30	183.98'	100.00'	100.00'	183.98'

BENCHMARKS:

BENCHMARK #1 - ELEV. 831.82 (N.A.V.D. 1985) NAIL IN 3" OAK APPROXIMATELY 1320 FEET NORTH OF BEAMS NO. 1 ALONG THE EASTERN PROPERTY LINE OF THE WHISTLE DOWN FARMS SITE CONDOMINIUM.

BENCHMARK #2 - ELEV. 828.83 (N.A.V.D. 1985) NAIL IN N.W. FACE OF A 18" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF WHISTLE DOWN FARMS SITE CONDOMINIUM.

BENCHMARK #3 - ELEV. 821.81 (N.A.V.D. 1985) NAIL IN N. FACE OF A 18" HICKORY APPROXIMATELY 83 FEET EAST OF SECRETARIAT DRIVE ON UNIT 18 OF WHISTLE DOWN FARMS SITE CONDOMINIUM.

STATE OF MICHIGAN
 LICENSED PROFESSIONAL ENGINEER
 KENNETH COUSINO
 ENGINEER
 No. 28483

Kenneth Cousino

COUNTRY CREEK ESTATES
 (LIBER 342B, PAGE 498)

PROPOSED, DATED: 11 FEBRUARY, 2004

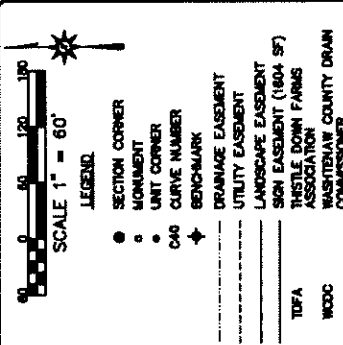
THISTLE DOWN FARMS

DEVELOPER:
THISTLE DOWNS, L.L.C.
10000 W. 100TH ST. N.
MINNETONKA, MN 55342

ENGINEERING TECHNOLOGIES CORPORATION
JAMES E. WELSH, P.E., REG. P.E. # 10000
JAMES W. ANDERSON, P.E., REG. P.E. # 10000
JAMES W. ANDERSON, P.E., REG. P.E. # 10000
JAMES W. ANDERSON, P.E., REG. P.E. # 10000

SURVEY PLAN
(UNITS 1-3, 11-14, 66-74, 21-27)

7



- LEGEND**
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - C&G CURVE NUMBER
 - BENCHMARK
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - SIGN EASEMENT (1604 SF)
 - THISTLE DOWN FARMS ASSOCIATION
 - WAHSENTON COUNTY DRAIN COMMISSIONER
- TIFA
WOOD

BENCHMARKS:

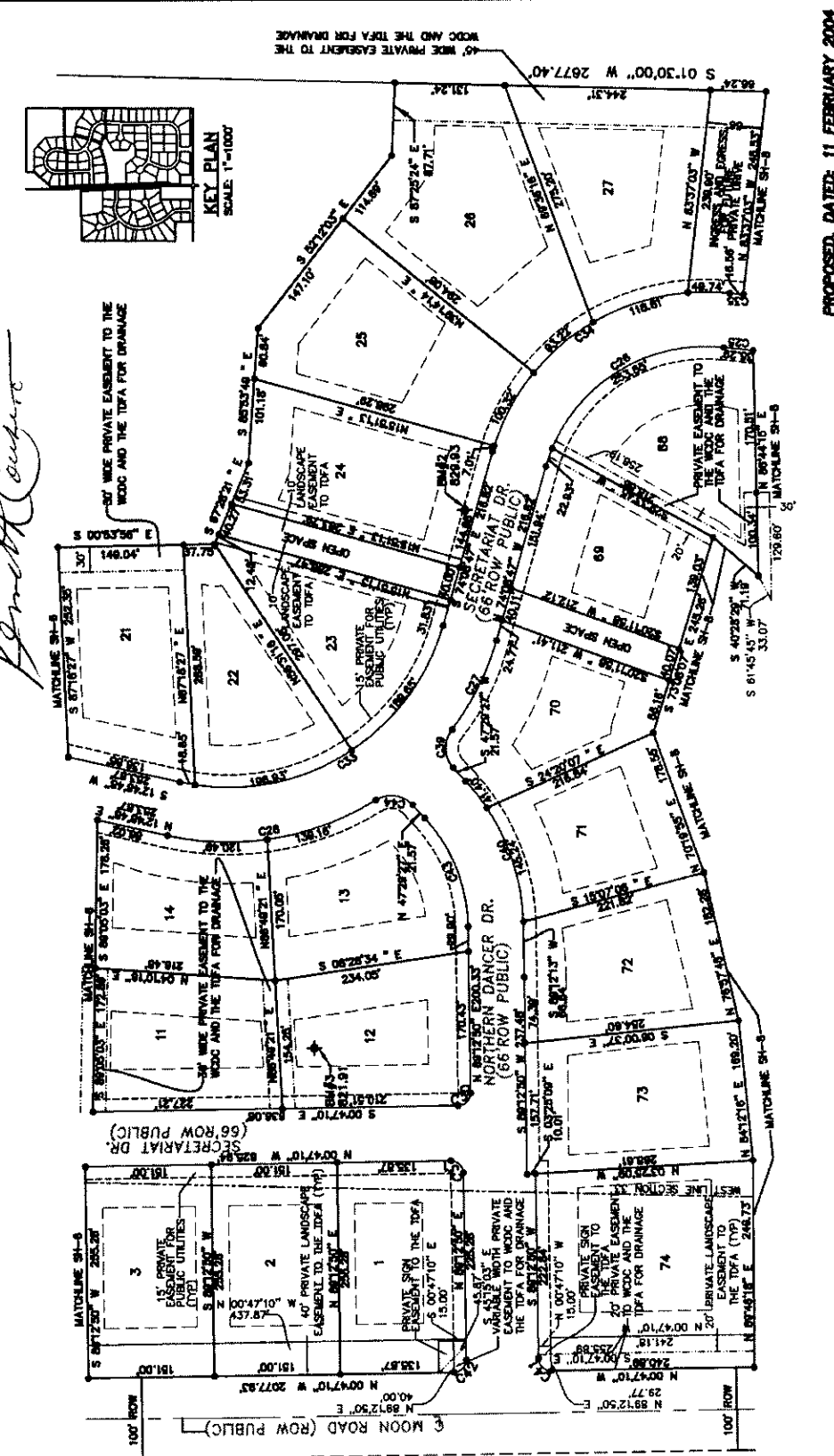
BENCHMARK #1 ELEV. 831.82 (N.A.V.D. 1988) HAS A 1" DIA. BRASS NAIL APPROXIMATELY 1500 FEET NORTH OF BEARS DR. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.

BENCHMARK #2 ELEV. 828.83 (N.A.V.D. 1988) HAS A 1" DIA. BRASS NAIL APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

BENCHMARK #3 ELEV. 821.91 (N.A.V.D. 1988) HAS A 1" DIA. BRASS NAIL APPROXIMATELY 63 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

CURVE TABLE

NUMBER/ID	CD	R'	LC'	LC'
C26	020010'	N 051517" E	6533.00	222.78
C26	020010'	N 872528" W	187.60	278.45
C27	020010'	N 851405" W	3333.00	109.63
C27	020010'	N 051212" W	184.00	268.44
C28	020010'	N 051212" W	184.00	268.44
C28	020010'	S 851212" E	184.00	268.44
C29	020010'	S 451212" E	184.00	268.44
C30	020010'	S 451212" E	184.00	268.44
C31	020010'	S 451212" E	184.00	268.44
C32	020010'	S 451212" E	184.00	268.44
C33	020010'	S 451212" E	184.00	268.44
C34	020010'	S 451212" E	184.00	268.44
C35	020010'	S 451212" E	184.00	268.44
C36	020010'	S 451212" E	184.00	268.44
C37	020010'	S 451212" E	184.00	268.44
C38	020010'	S 451212" E	184.00	268.44
C39	020010'	S 451212" E	184.00	268.44
C40	020010'	S 451212" E	184.00	268.44
C41	020010'	S 451212" E	184.00	268.44
C42	020010'	S 451212" E	184.00	268.44
C43	020010'	S 451212" E	184.00	268.44
C44	020010'	S 451212" E	184.00	268.44



STATE OF MICHIGAN
KENNETH COUSINO
ENGINEER
No. 28483
LICENSED PROFESSIONAL ENGINEER

Kenneth Cousino

PROPOSED, DATED: 11 FEBRUARY 2004

Page: 74 of 84
03/01/2004 03:07P
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Peggy M Haines, Waahentaw DMR 5532436

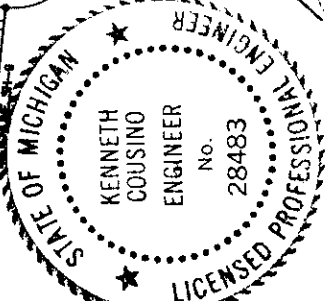
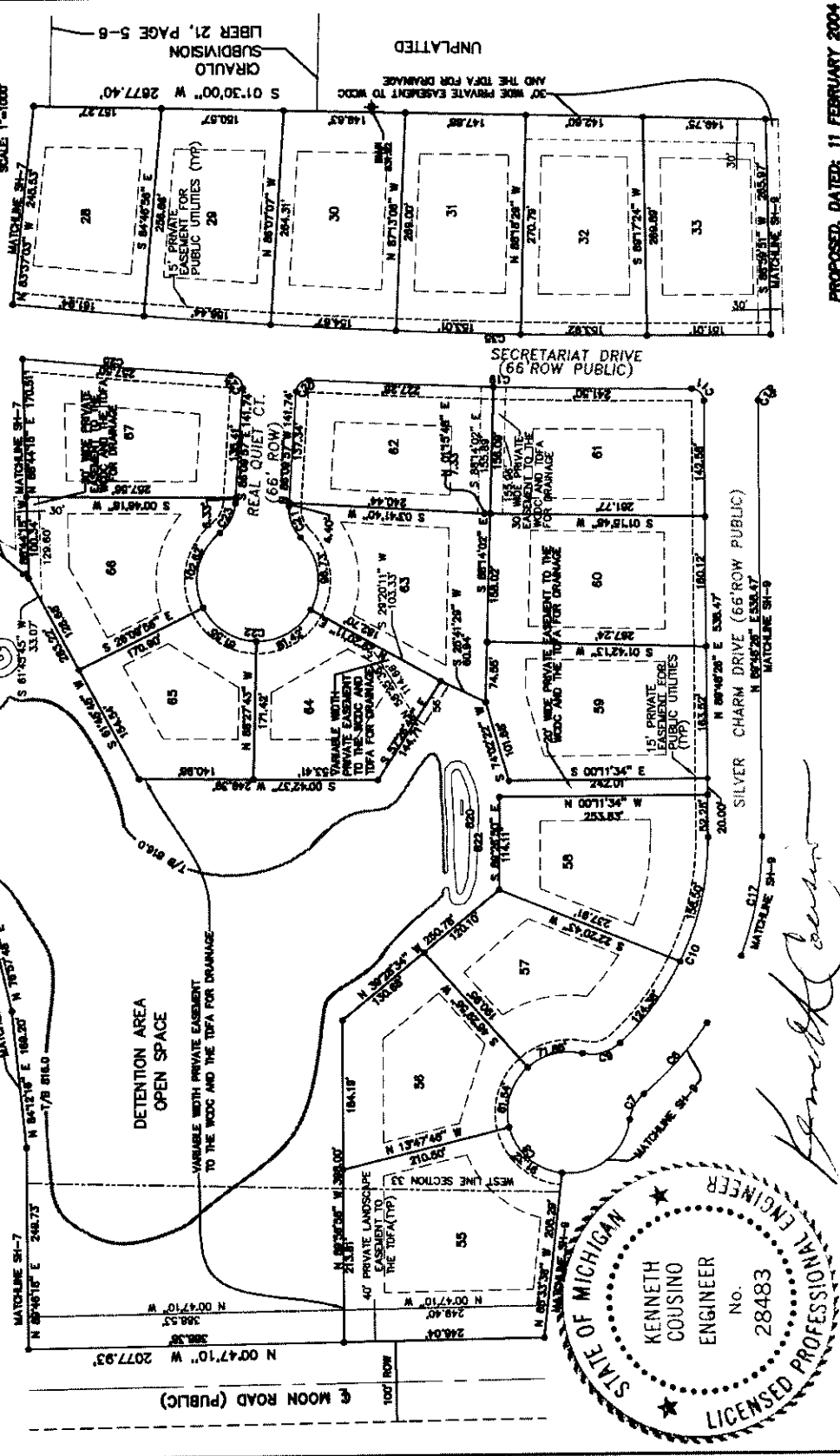
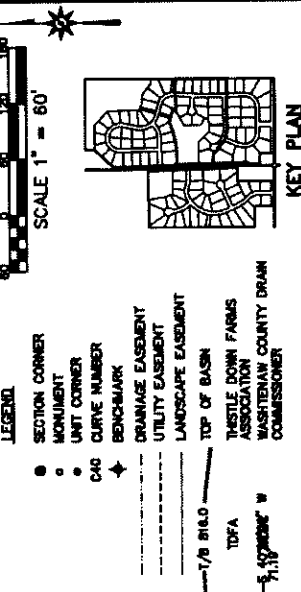


Peggy M Haines, Washtenaw DMR 5532436

CURVE TABLE

ALTERNATE CURVE DATA	CD	R	LC	LC'
C0	N 48°23'47" W	63.00	116.82	116.83
C1	N 87°38'30" W	50.00	38.83	38.80
C2	N 23°03'57" E	78.00	381.26	100.57
C3	S 85°02'37" E	60.00	49.84	47.83
C4	N 44°58'41" E	547.00	282.83	278.11
C5	S 78°07'20" E	15.00	33.47	21.13
C6	N 88°28'50" W	15.00	44.68	148.18
C7	S 87°42'48" E	15.00	23.47	21.13
C8	N 01°02'12" W	6033.00	488.77	488.71
C9	S 89°58'15" W	15.00	33.47	21.13
C10	N 23°03'57" E	50.00	49.84	47.83
C11	S 85°02'37" E	78.00	381.26	100.57
C12	N 44°58'41" E	547.00	282.83	278.11
C13	S 78°07'20" E	15.00	33.47	21.13
C14	N 88°28'50" W	15.00	44.68	148.18
C15	S 87°42'48" E	15.00	23.47	21.13
C16	N 01°02'12" W	6033.00	488.77	488.71
C17	S 89°58'15" W	15.00	33.47	21.13
C18	N 23°03'57" E	50.00	49.84	47.83
C19	S 85°02'37" E	78.00	381.26	100.57
C20	N 44°58'41" E	547.00	282.83	278.11
C21	S 78°07'20" E	15.00	33.47	21.13
C22	N 88°28'50" W	15.00	44.68	148.18
C23	S 87°42'48" E	15.00	23.47	21.13
C24	N 01°02'12" W	6033.00	488.77	488.71
C25	S 89°58'15" W	15.00	33.47	21.13

BENCHMARKS:
 BENCHMARK 15 - ELEV. 831.83 (N.A.V.D.) NAL IN 30' ONK APPROXIMATELY 1320 FEET NORTH OF BEARS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK 16 - ELEV. 839.83 (N.A.V.D.) NAL IN N.W. FACE OF A 16" HICORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK 17 - ELEV. 871.91 (N.A.V.D.) NAL IN N. FACE OF A 16" HICORY APPROXIMATELY 83 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.



Kenneth Cousino

PROPOSED, DATED: 11 FEBRUARY 2004

THISTLE DOWN FARMS

DEVELOPER:
 THISTLE DOWN, LLC
 JAMES S. HANFORD, PRES. STE. 2
 6000 AMY AVE. #300
 ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES:
 CONSULTING PROFESSIONAL ENGINEER STE. J
 6000 AMY AVE. #300
 ANN ARBOR, MI 48106
 TEL: (734) 794-0000
 FAX: (734) 794-0000
 WWW.ENGTECHMI.COM

ENGINEER:
 KENNETH COUSINO
 LICENSE NO. 28483

SURVEY PLAN
 (UNITS 28-33, 55-67)

8

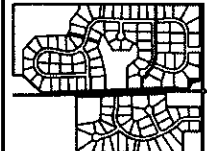
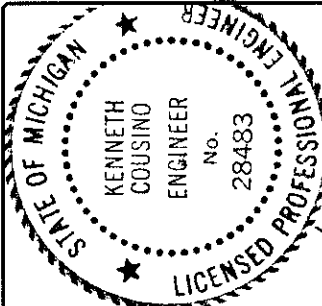
THISTLE DOWN FARM

DEVELOPER:
THISTLE DOWNS, LLC
3400 E. HAWTHORNE HWY. STE. J
ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES
DARRIS S. WILHELM, HWY. STE. J
ANN ARBOR, MI 48104
TEL: (734) 994-0000
FAX: (734) 994-0001
WWW.ENGTECHMI.COM

ENGINEER
KENNETH COUSINO
SURVEY PLAN
(UNITS 34-39, 40-54)

DATE
11 FEB 2004



KEY PLAN
SCALE: 1"=1000'

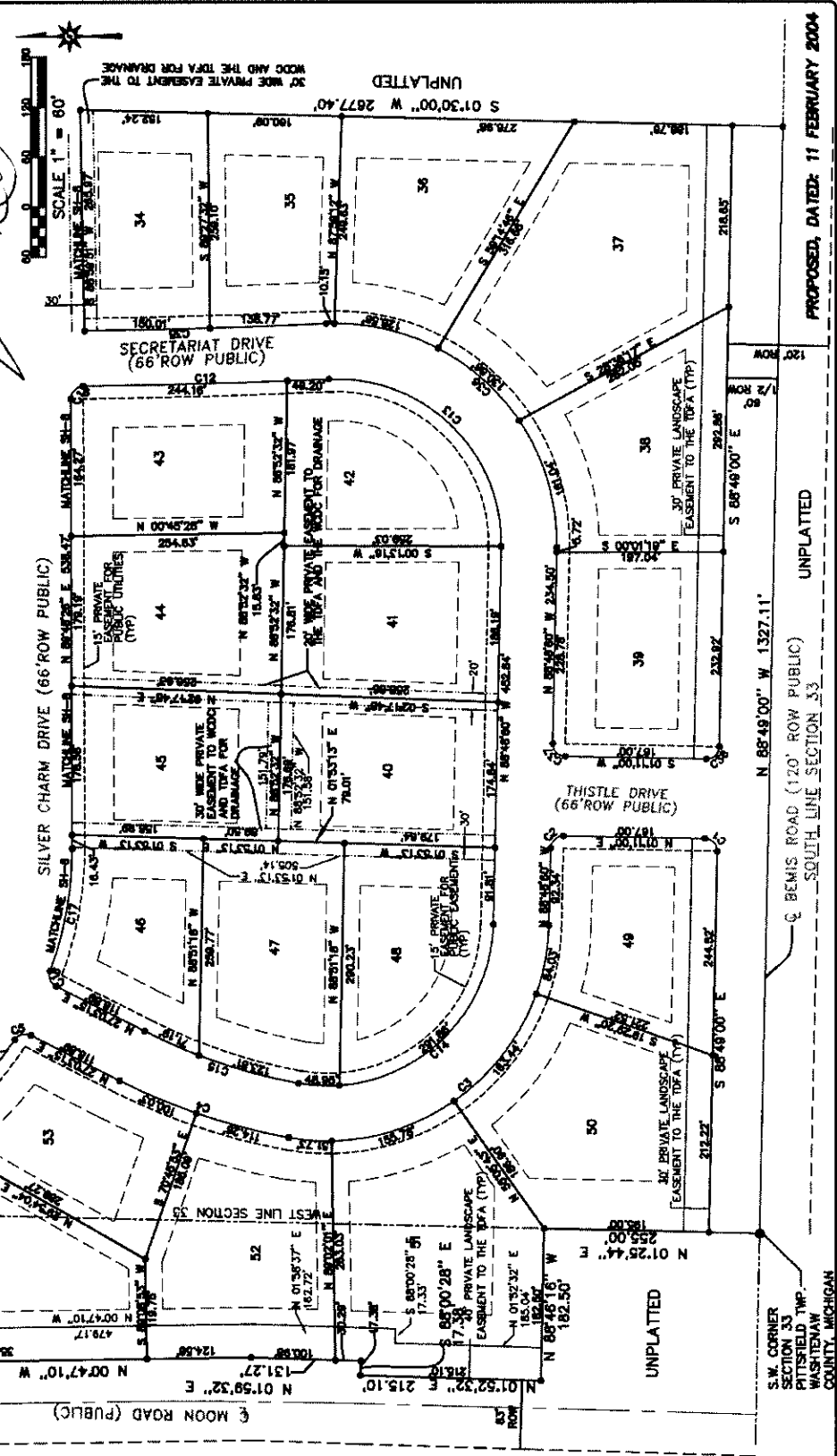
CURVE TABLE	CD	R	L	LC
C1	90°00'00"	N 48°11'00" E	18.00	23.06
C2	90°00'00"	N 43°44'00" W	18.00	23.06
C3	90°07'15"	N 38°15'32" E	783.00	454.98
C4	18°40'48"	N 18°40'48" E	783.00	214.39
C5	83°53'30"	N 14°53'54" W	18.00	18.00
C6	18°13'12"	N 48°23'47" W	413.00	116.92
C7	42°18'48"	N 01°26'58" W	90.00	38.03
C8	278°56'33"	S 85°23'37" E	75.00	287.28
C9	02°00'33"	S 01°54'51" E	6033.00	283.38
C10	83°48'33"	S 44°16'41" E	197.00	322.55
C11	89°07'15"	N 38°15'32" E	997.00	540.81
C12	18°40'48"	N 18°40'48" E	997.00	184.98
C13	83°53'30"	N 14°53'54" W	18.00	21.88
C14	20°46'20"	S 78°47'20" E	413.00	146.98
C15	88°26'30"	S 43°21'48" E	15.00	33.47
C16	08°53'28"	S 01°48'07" W	7887.00	1328.33
C17	83°53'30"	S 44°16'41" E	2633.00	438.81
C18	90°00'00"	S 48°11'00" W	18.00	23.96
C19	90°00'00"	S 43°44'00" E	18.00	23.96

LEGEND

- SECTION CORNER
- MONUMENT
- UNIT CORNER
- C40 CURVE NUMBER
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- THISTLE DOWN FARM
- WASHTENAW COUNTY DRAIN COMMISSIONER

BENCHMARKS:

- BENCHMARK #1 - ELEV. 837.82 (O.A.V.D. 1888) NAIL IN 30' OAK APPROXIMATELY 1300 FEET NORTH OF BEARS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARM SITE CONDOMINIUM.
- BENCHMARK #2 - ELEV. 838.53 (O.A.V.D. 1888) NAIL IN N.E. FACE OF CONDOMINIUM.
- BENCHMARK #3 - ELEV. 824.81 (O.A.V.D. 1888) NAIL IN N. FACE OF A 16" MCKAY APPROXIMATELY 53 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARM SITE CONDOMINIUM.



PROPOSED, DATED: 11 FEBRUARY 2004

UNPLATTED

S.W. CORNER SECTION 33 PITTSFIELD TWP. WASHTENAW COUNTY, MICHIGAN

THISTLE DOWN FARMS

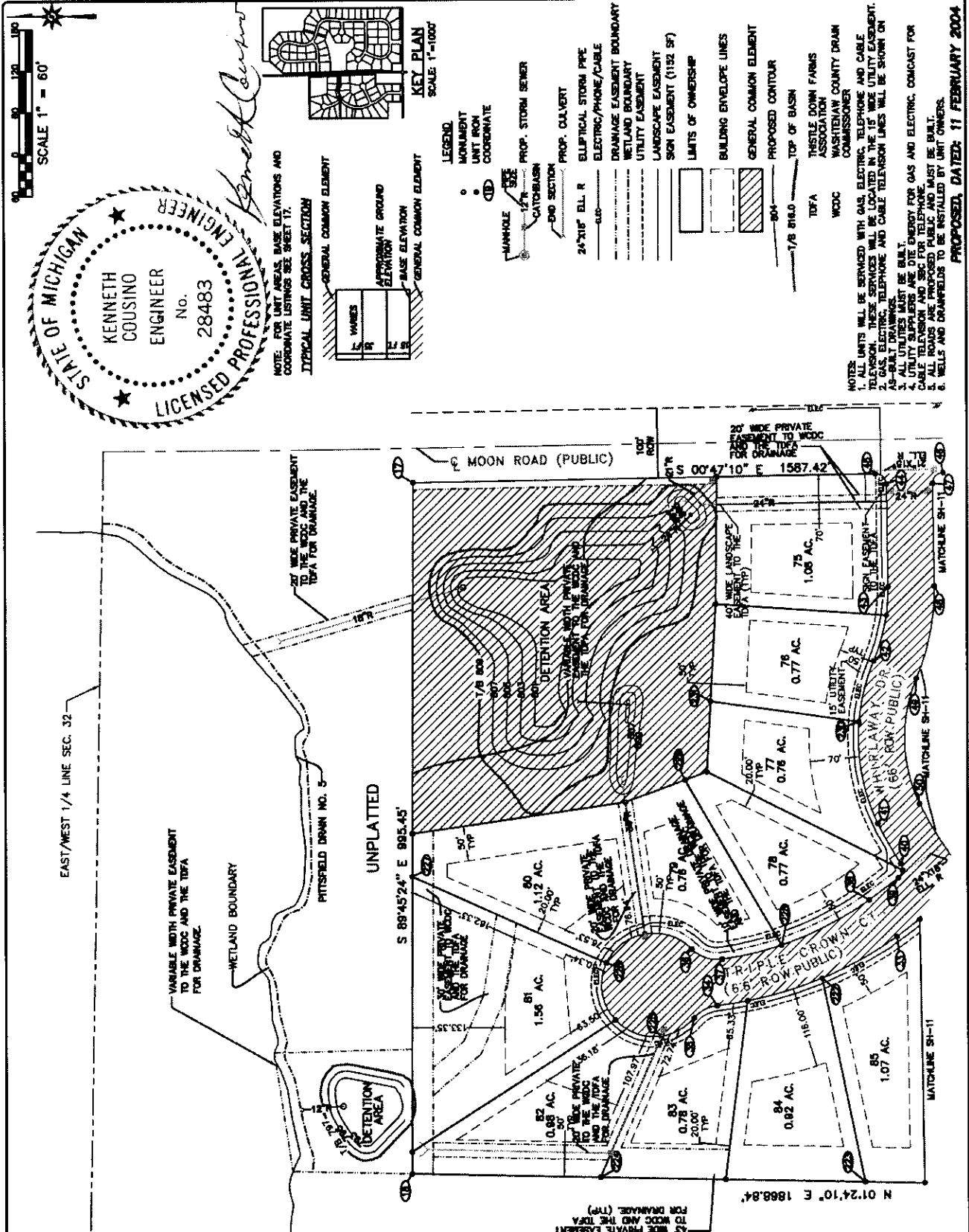
DEVELOPER:
 THISTLE DOWN FARMS, LLC
 10000 W. 100TH ST., SUITE 100
 OVERLAND PARK, MO 66214

ENGINEERING TECHNOLOGIES CORPORATION
 JAMES S. BURNETT, P.E. REG. E.C.
 10000 W. 100TH ST., SUITE 100
 OVERLAND PARK, MO 66214
 (781) 794-0000
 ENGINEERING@TECHCORP.COM
 WWW.TECHCORP.COM

DATE: 02-11-2004

SITE/UTILITY PLAN (UNITS 75-85)

10



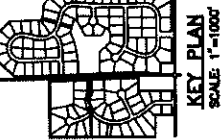
STATE OF MICHIGAN
 KENNETH COUSINO
 ENGINEER
 No. 28483
 LICENSED PROFESSIONAL ENGINEER

Kenneth Cousino

NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.
 TYPICAL UNIT CROSS-SECTION

1	W	W
2	W	W
3	W	W

APPROXIMATE GROUND ELEVATION
 BASE ELEVATION
 GENERAL COMMON ELEMENT



- LEGEND
- MONUMENT
 - UNIT IRON COORDINATE
 - MANHOLE
 - PROP. STORM SEWER
 - CATCH BASIN
 - PROP. CALVERT
 - 24"X18" ELL. R
 - ELLIPITICAL STORM PIPE
 - ELECTRIC/PHONE/CABLE
 - DRAINAGE EASEMENT BOUNDARY
 - WETLAND BOUNDARY
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - SKIN EASEMENT (1192 SF)
 - LIMITS OF OWNERSHIP
 - BUILDING ENVELOPE LINES
 - GENERAL COMMON ELEMENT
 - PROPOSED CONTOUR
 - TOP OF BASIN
 - TOFA
 - WOOD

NOTES:

1. ALL UNITS WILL BE SERVED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT. AS-BUILT DRAWINGS.
2. ALL UTILITIES MUST BE BUILT ENERGY FOR GAS AND ELECTRIC. CONTACT FOR CABLE TELEVISION AND SEE FOR TELEPHONE.
3. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
4. ALL WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.

PROPOSED, DATED: 11 FEBRUARY 2004

THISTLE DOWN FARMS

DEVELOPER:
THISTLE DOWNS, LLC
1400 E. INDUSTRIAL HWY. STE. 1
ANN ARBOR, MI 48104

ENGINEERING TECHNICIAN:
DANIEL A. HAINES, P.E. STE. J
ANN ARBOR, MI 48104
TEL: (734) 764-0000
FAX: (734) 764-0000
WWW.HAINES-ENGINEERING.COM

PROJECT NO. 03-07P

DATE: 02-11-04

SCALE: 1" = 60'

DATE: 02-11-04

11

SCALE 1" = 60'

NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.

TYPICAL UNIT CROSS SECTION

GENERAL COMMON ELEMENT

APPROXIMATE GROUND ELEVATION

BASE ELEVATION

GENERAL COMMON ELEMENT

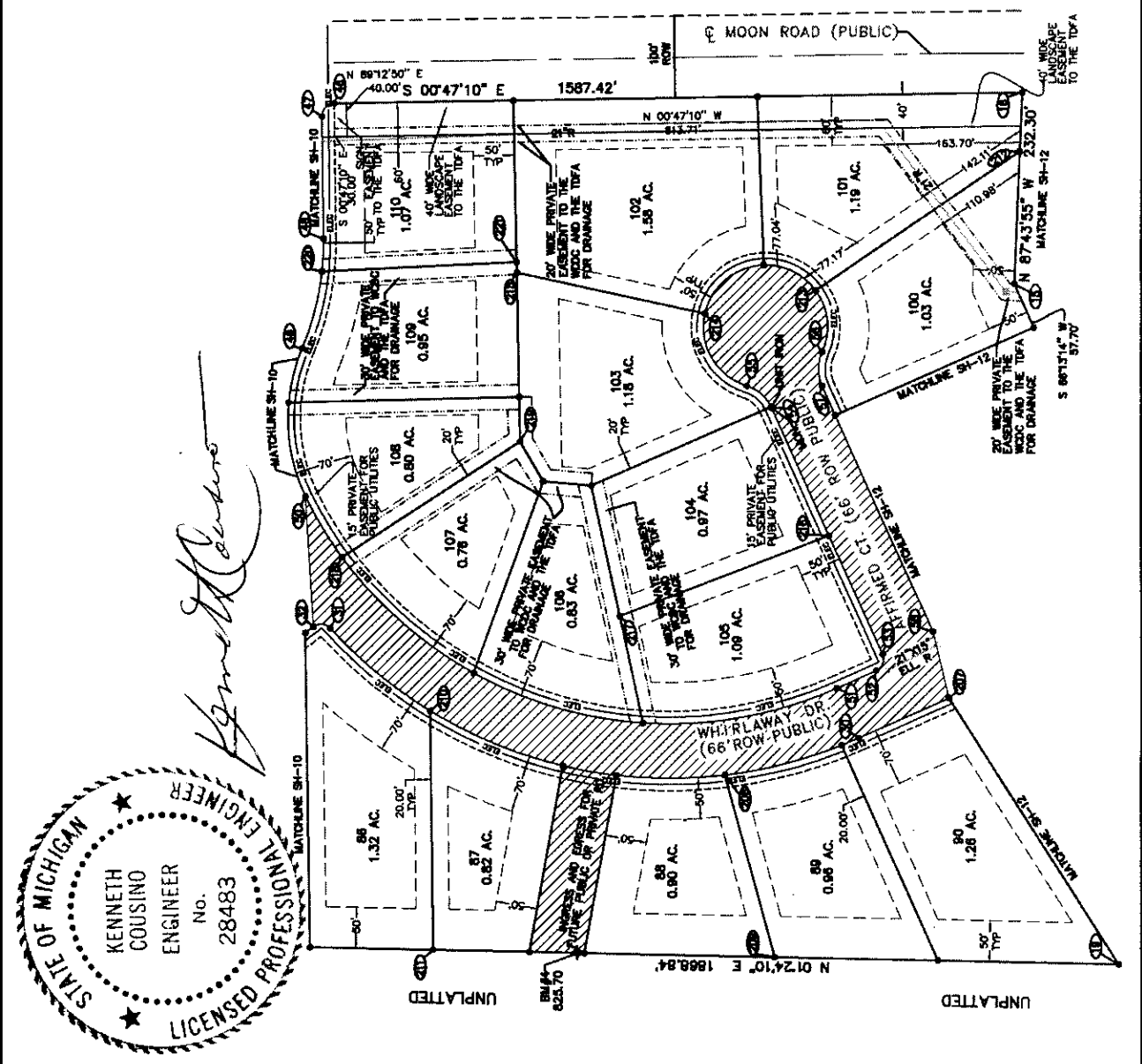
KEY PLAN
SCALE: 1"=1000'

LEGEND

- MONUMENT
- UNIT IRON
- COORDINATE
- BENCHMARK
- MANHOLE
- CATCHBASIN
- PROP. STORM SEWER
- PROP. CULVERT
- 24"x18" ELL. R. ELECTRIC/PHONE/CABLE
- ELECTRIC/PHONE/CABLE
- DRAINAGE EASEMENT BOUNDARY
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- SIGN EASEMENT (1152 SF)
- LIMITS OF OWNERSHIP
- BUILDING ENVELOPE LINES
- GENERAL COMMON ELEMENT
- TDFA
- WOOD
- WASHTENAW COUNTY DRAIN COMMISSIONER

NOTES:

- ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.
- GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE INSTALLED BY THE UNIT OWNER.
- ALL UTILITIES MUST BE BUILT TO DEPTH.
- UTILITY SUPPLIES ARE DTE ENERGY FOR GAS AND ELECTRIC. CONTACT FOR CABLE TELEVISION AND SBC FOR TELEPHONE.
- ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
- WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.



Kenneth Cousins

STATE OF MICHIGAN
KENNETH COUSINO
ENGINEER
NO. 28483
LICENSED PROFESSIONAL ENGINEER

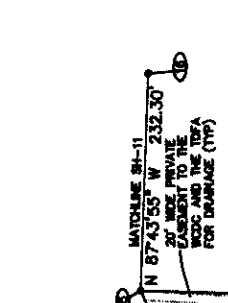
PROPOSED, DATED: 11 FEBRUARY 2004

THISTLE DOWN FARMS

HOBBS PETS
THISTLE FARMS, LLC
2400 S. INDUSTRIAL HWY STE. K
ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES
CORPORATION
2400 S. INDUSTRIAL HWY STE. J
ANN ARBOR, MI 48106
TELEPHONE (734) 764-0000
FAX (734) 764-0000
ENGINEERING@ENGINEERINGTECH.COM

12
SITE/UTILITY PLAN (UNITS 91-99)

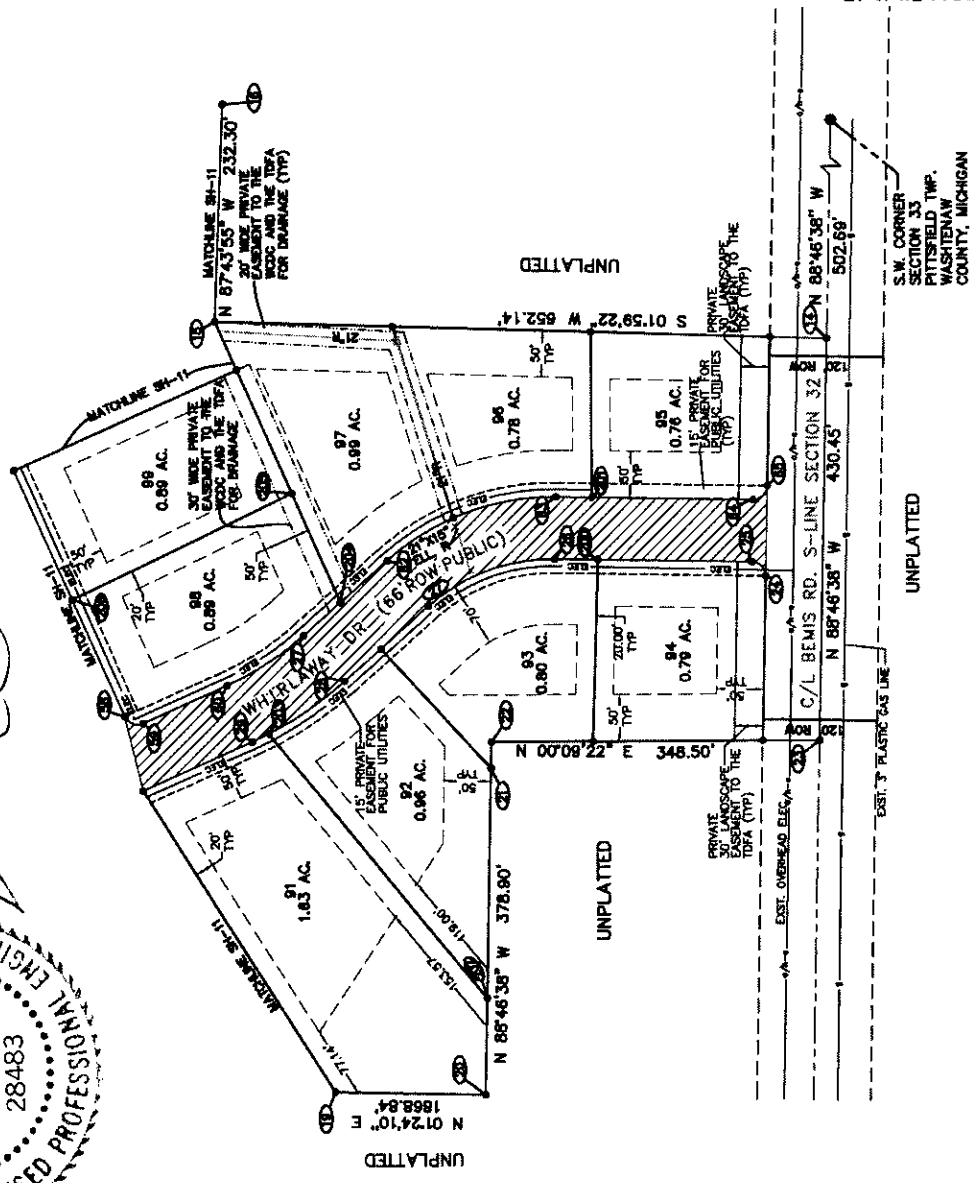


- LEGEND
- MONUMENT
 - UNIT IRON
 - COORDINATE
 - HANDHOLE
 - CATCHBASIN
 - END SECTION
 - 24" DIAM. ELL. R
 - ELECTRIC/PHONE/CABLE
 - ELIPTICAL STORM PIPE
 - PROP. CULVERT
 - PROP. STORM SEWER
 - DRAINAGE EASEMENT BOUNDARY
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - LIMITS OF OWNERSHIP
 - BUILDING ENVELOPE LINES
 - GENERAL COMMON ELEMENT
- THISTLE DOWN FARMS
WASHINGTON COUNTY DRAIN COMMISSIONER

NOTE:

1. ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 10' WIDE UTILITY EASEMENT.
2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE INSTALLED IN AN ALLEY.
3. ALL UTILITIES MUST BE BUILT.
4. UTILITY SUPPLIERS ARE OIE ENERGY FOR GAS AND ELECTRIC. COMCAST FOR CABLE TELEVISION AND SBC FOR TELEPHONE.
5. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
6. WELLS AND DRAINFELDS TO BE INSTALLED BY UNIT OWNERS.

Kenneth Cousino
STATE OF MICHIGAN
KENNETH COUSINO
ENGINEER
NO. 28483
LICENSED PROFESSIONAL ENGINEER



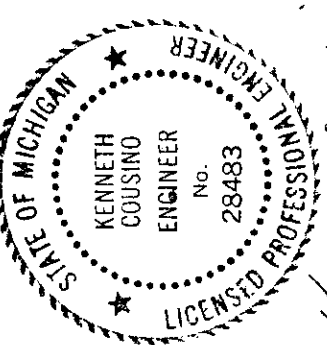
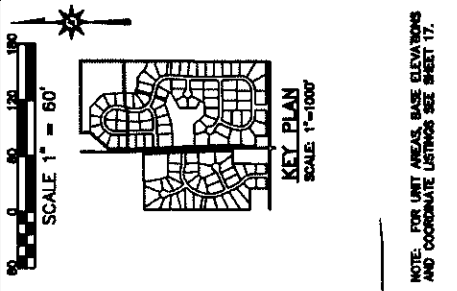
PROPOSED, DATED: 11 FEBRUARY 2004

THISTLE DOWN FARM
SCALE: 1" = 60'
KEY PLAN
SCALE: 1" = 1000'

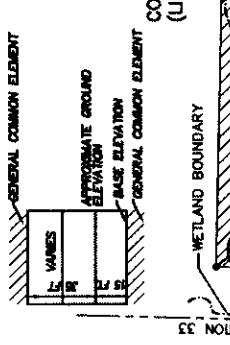
DEVELOPER:
THISTLE DOWNS, LLC
4000 HUNTERS HILL RD
HUNTERS HILL, TX 75746
714.281.8800
WWW.THISTLEDOWNS.COM

ENGINEERING TECHNOLOGIES
CORPORATION
3400 S. INDUSTRIAL HWY. STE. 1
MAYAGUAY, MI 48869
800.856.5650
WWW.ETECH.COM

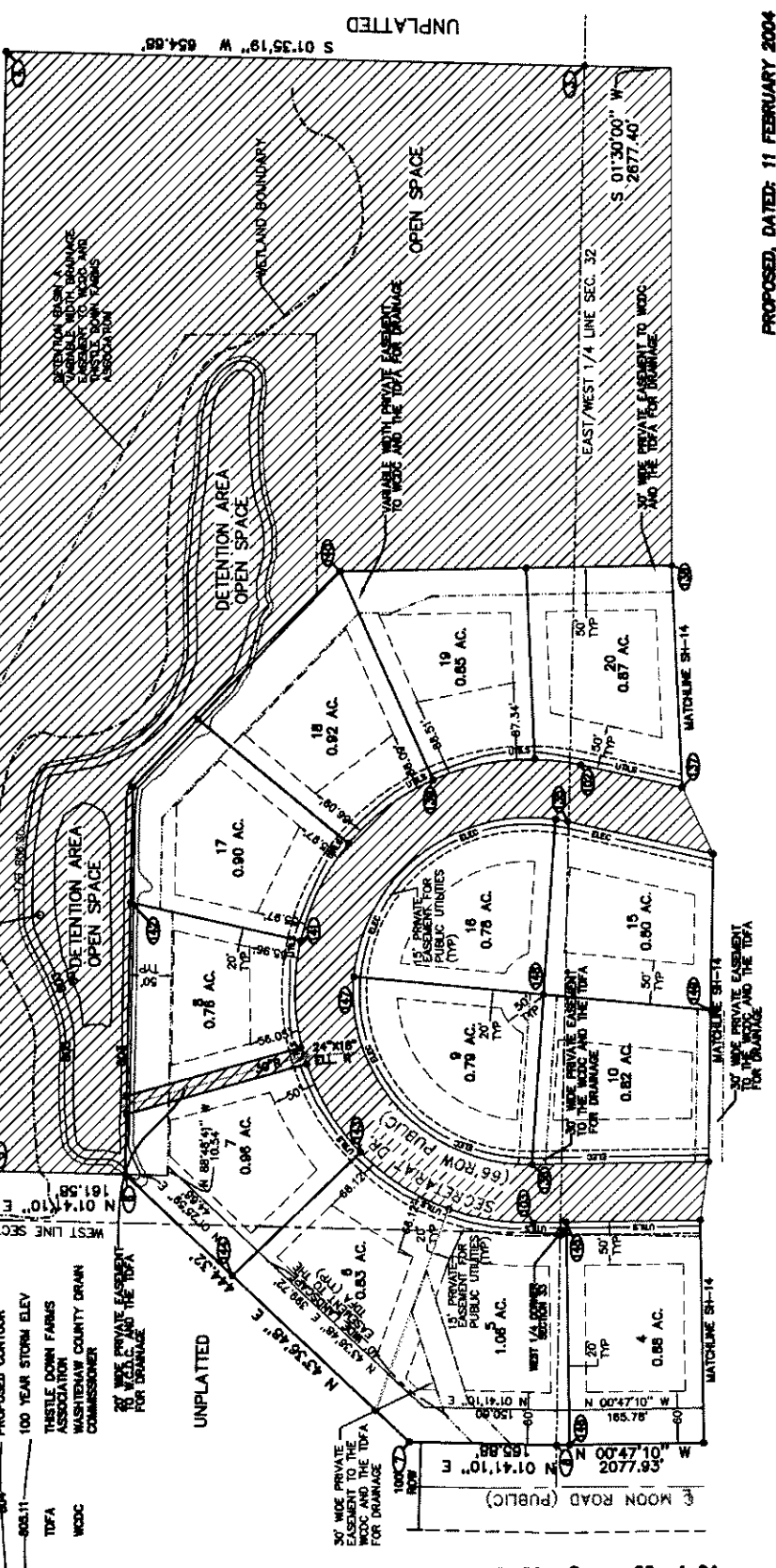
SITE/UTILITY PLAN
(UNITS 4-10, 15-20)



- NOTES:
- ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.
 - GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION 15' WIDE UTILITY EASEMENT SHALL BE INSTALLED IN THE 15' WIDE UTILITY EASEMENT.
 - UTILITY SUPPLIERS ARE TO BE DETERMINED BY THE UTILITY OWNERS.
 - UTILITY SUPPLIERS ARE TO BE DETERMINED BY THE UTILITY OWNERS.
 - ELECTRIC, CABLECAST FOR CABLE TELEVISION AND SEC FOR TELEPHONE.
 - ALL ROADS ARE PROPOSED PUBLIC AND MUST BE INSTALLED WITH CURBS AND DRAINAGE TO BE INSTALLED BY UNIT OWNERS.



- LEGEND:
- MONUMENT
 - UNIT IRON
 - COORDINATE
 - MANHOLE
 - CATCHBASIN
 - END SECTION
 - PROP. STORM SEWER
 - PROP. CULVERT
 - 24"X18" ELL. R.
 - ELECTRIC/PHONE/CABLE
 - ELECT/PHONE/CABLE/GAS
 - DRAINAGE EASEMENT BOUNDARY
 - WETLAND BOUNDARY
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - LIMITS OF OWNERSHIP
 - BUILDING ENVELOPE LINES
 - GENERAL COMMON ELEMENT
 - PROPOSED CONTOUR
 - 100 YEAR STORM ELEV
 - THISTLE DOWN FARM ASSOCIATION
 - WASHTENAW COUNTY DRAIN COMMISSIONER
 - 30' WIDE PRIVATE EASEMENT TO MOON ROAD AND THE TIFA FOR DRAINAGE
 - UNPLATTED
 - UNPLATTED
 - UNPLATTED



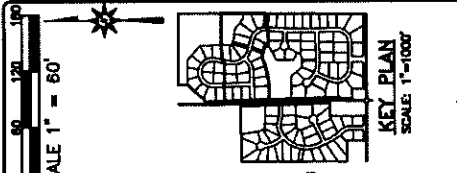
THISTLE DOWN FARMS

DEVELOPER:
 THISTLE DOWN FARMS, LLC
 2400 S. HUNTERS TRAIL, SUITE 100
 WASHINGTON, MI 48094

ENGINEERING TECHNOLOGIES CORPORATION
 2400 S. HUNTERS TRAIL, SUITE 100
 WASHINGTON, MI 48094
 TEL: (248) 794-1000
 FAX: (248) 794-1003
 WWW.ETCORP.COM

DATE: 11 FEBRUARY 2004

SHEET NO. **14**



NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.

TYPICAL UNIT CROSS SECTION

1	MARKLE
2	PROP. STORM SEWER
3	CATCHBASIN
4	PROP. CULVERT
5	24"x18" ELL. R. PIPE
6	PROP. ELL. R. PIPE
7	PROP. STORM SEWER
8	MARKLE

GENERAL COMMON ELEMENT

APPROPRIATE GROUND ELEVATION

BASE ELEVATION

GENERAL COMMON ELEMENT

NOTES:
 1. ALL UNITS WILL BE SERVED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES.
 2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE LOCATED IN THE 10' WIDE UTILITY EASEMENT.
 3. ALL UTILITIES MUST BE BUILT.
 4. UTILITY SUPPLIERS ARE TO BE DETERMINED BY THE UNIT OWNERS.
 5. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
 6. WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.

STATE OF MICHIGAN

KENNETH COUSINO
 ENGINEER
 No. 28483

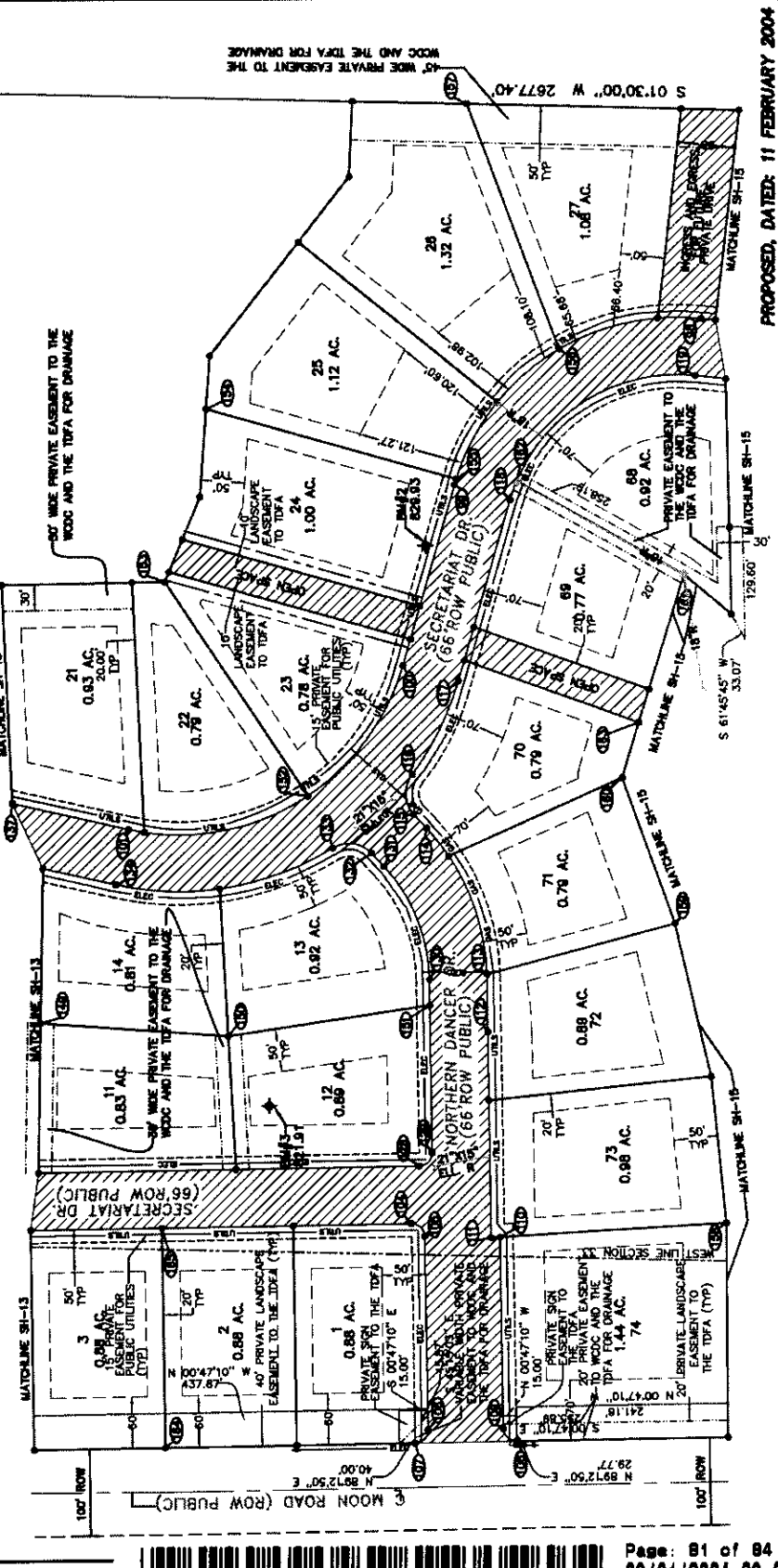
LICENSED PROFESSIONAL ENGINEER

Kenneth Cousino

LEGEND

---	DRAINAGE EASEMENT BOUNDARY
---	UTILITY EASEMENT
---	LANDSCAPE EASEMENT
---	SIGN EASEMENT (100' R/W)
---	ELECTRIC/PHONE/CABLE/GAS
---	ELECT/PHONE/CABLE/GAS
---	GAS
---	BUILDING ENVELOPE LINES
---	GENERAL COMMON ELEMENT
---	LIMITS OF OWNERSHIP

○	MONUMENT
●	UNIT IRON
⊕	COORDINATE
⊕	BENCHMARK
⊕	PROP. STORM SEWER
⊕	CATCHBASIN
⊕	PROP. CULVERT
⊕	24"x18" ELL. R. PIPE
⊕	PROP. STORM SEWER
⊕	MARKLE
⊕	END SECTION
⊕	THISTLE DOWN FARMS ASSOCIATION
⊕	WASHINGTON COUNTY DRAIN COMMISSIONER



THISTLE DOWN FARMS

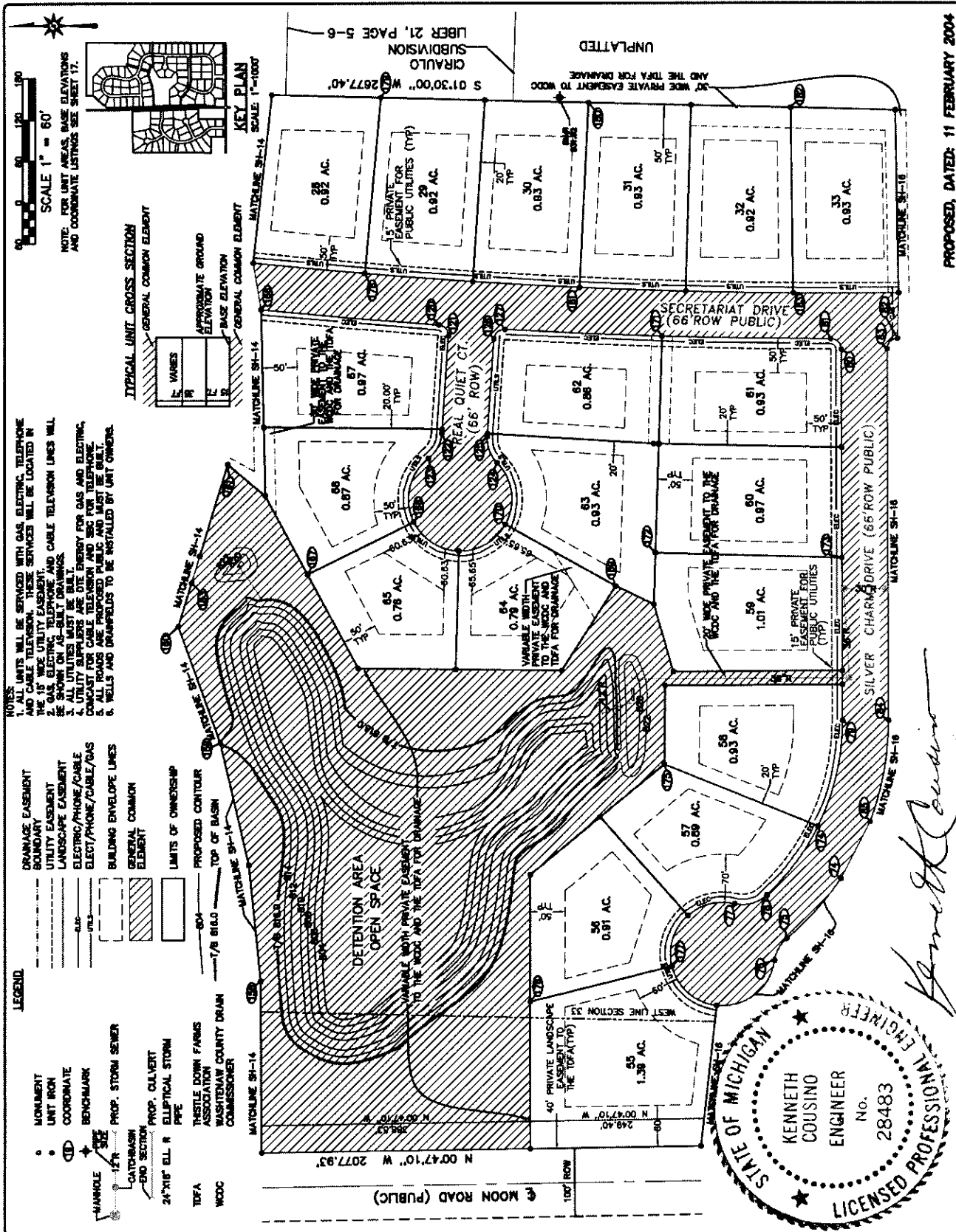
DEVELOPER:
THISTLE DOWNS, L.L.C.
1400 W. WASHINGTON ST. # 1
ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES CORPORATION
2400 S. INDUSTRIAL HWY. STE. 4
ANN ARBOR, MI 48106
PHONE: (734) 794-3300
FAX: (734) 794-3305
WWW.ETECORP.COM

ENGINEERING

SITE/UTILITY PLAN
(UNITS 28-33, 55-67)

15



SCALE 1" = 60'

NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.

1. ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.

2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE SHOWN ON AS-BUILT DRAWINGS.

3. ALL UTILITIES MUST BE BUILT IN ACCORDANCE WITH THE CITY OF ANN ARBOR CONCEPT FOR CABLE TELEVISION AND GAS FOR TELEPHONE.

4. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.

5. WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.

1. DRAINAGE EASEMENT

2. UTILITY EASEMENT

3. LANDSCAPE EASEMENT

4. ELECTRIC/PHONE/CABLE

5. ELECT/PHONE/CABLE/GAS

6. BUILDING ENVELOPE LINES

7. GENERAL COMMON ELEMENT

8. LIMITS OF OWNERSHIP

9. PROPOSED CONTOUR

10. TOP OF BASH

11. T/8 FIELD

12. WASHINGTON COUNTY DRAIN COMMISSIONER

13. THISTLE DOWN FARMS ASSOCIATION

14. WDCD

15. MONUMENT

16. UNIT IRON

17. COORDINATE

18. BENCHMARK

19. PROP. STORM SEWER

20. CATCHBASIN

21. END SECTION

22. 24"X18" ELL R

23. PROP. CULVERT

24. ELLIPTICAL STORM PIPE

25. TDEA

26. WDCD

1. DRAINAGE EASEMENT

2. UTILITY EASEMENT

3. LANDSCAPE EASEMENT

4. ELECTRIC/PHONE/CABLE

5. ELECT/PHONE/CABLE/GAS

6. BUILDING ENVELOPE LINES

7. GENERAL COMMON ELEMENT

8. LIMITS OF OWNERSHIP

9. PROPOSED CONTOUR

10. TOP OF BASH

11. T/8 FIELD

12. WASHINGTON COUNTY DRAIN COMMISSIONER

13. THISTLE DOWN FARMS ASSOCIATION

14. WDCD

15. MONUMENT

16. UNIT IRON

17. COORDINATE

18. BENCHMARK

19. PROP. STORM SEWER

20. CATCHBASIN

21. END SECTION

22. 24"X18" ELL R

23. PROP. CULVERT

24. ELLIPTICAL STORM PIPE

25. TDEA

26. WDCD

1. DRAINAGE EASEMENT

2. UTILITY EASEMENT

3. LANDSCAPE EASEMENT

4. ELECTRIC/PHONE/CABLE

5. ELECT/PHONE/CABLE/GAS

6. BUILDING ENVELOPE LINES

7. GENERAL COMMON ELEMENT

8. LIMITS OF OWNERSHIP

9. PROPOSED CONTOUR

10. TOP OF BASH

11. T/8 FIELD

12. WASHINGTON COUNTY DRAIN COMMISSIONER

13. THISTLE DOWN FARMS ASSOCIATION

14. WDCD

15. MONUMENT

16. UNIT IRON

17. COORDINATE

18. BENCHMARK

19. PROP. STORM SEWER

20. CATCHBASIN

21. END SECTION

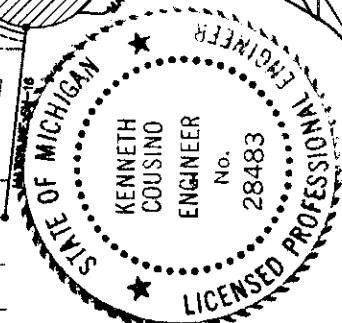
22. 24"X18" ELL R

23. PROP. CULVERT

24. ELLIPTICAL STORM PIPE

25. TDEA

26. WDCD



PROPOSED, DATED: 11 FEBRUARY, 2004

THISTLE DOWN
FARMS

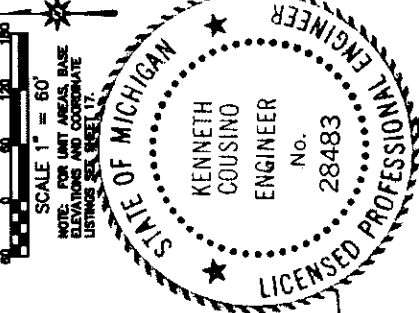
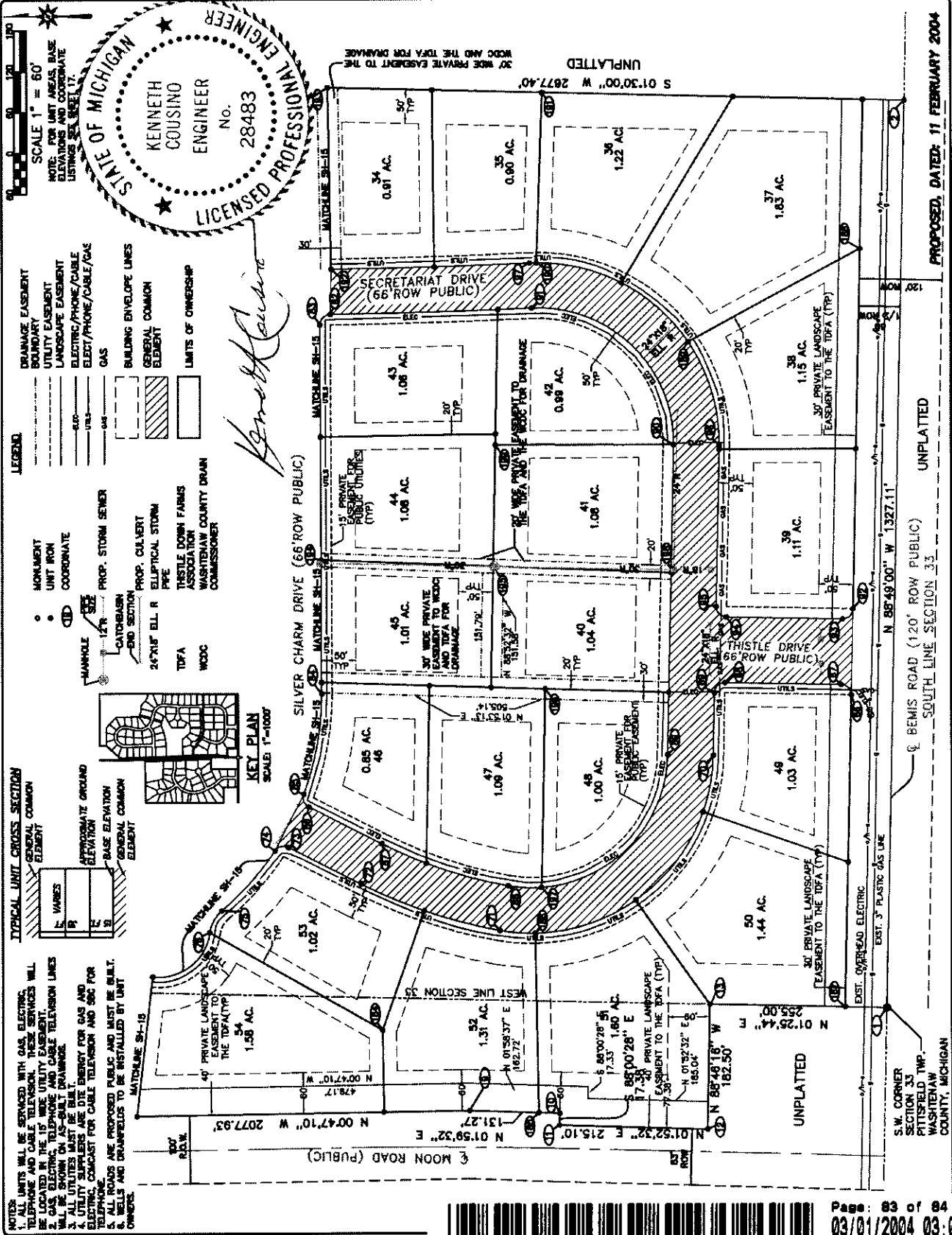
DEVELOPER:
THISTLE DOWNS, LLC,
1200 W. STATE ST., SUITE 200,
ANN ARBOR, MI 48104
PHONE: (734) 994-0003
WWW.THISTLEDOWNS.COM



ENGINEERING TECHNOLOGIES
CORPORATION
2500 S. HERRING RD., SUITE 100
ANN ARBOR, MI 48104
PHONE: (734) 994-0003
WWW.ENGTECH.COM

SITE/UTILITY PLAN
UNITS 34-39, 40-54

16



Kenneth Cousino

PROPOSED, DATED: 11 FEBRUARY 2004

UNPLATTED

SOUTH LINE SECTION 33



OFFICIAL SEAL

08/17/2004

L-4417 P-996

Washtenaw Co., MI
Peggy M. HainesCLERK
REGISTERPage: 1 of 21
08/17/2004 02:09P
L-4417 P-996

Peggy M Haines, Washtenaw DMAAM 5584176

**FIRST AMENDMENT TO MASTER DEED
OF THISTLE DOWN FARMS**

Thistle Downs, L.L.C., a Michigan limited liability company, of 2455 S. Industrial Highway, Suite K, Ann Arbor, Michigan 48104, being the Developer of Thistle Down Farms, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on March 1, 2004, in Liber 4366, Page 230, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 450, hereby amends said Master Deed pursuant to the authority reserved in Article XV for the purpose of complying with requests made by the Township of Pittsfield and the Washtenaw County Road Commission. Said Master Deed is amended in the following manner:

1. Subparagraph 17 of Article I of said Master Deed is hereby adopted and henceforth shall read as follows:

17. "Landscape easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for the maintenance of landscaping granted to the Association, for maintenance of the landscaping by the Association.

2. Subparagraph s of Section 1 of Article VI of the By-Laws attached to said Master Deed as Exhibit "A" thereto, shall be amended and henceforth shall read as follows:

ARTICLE VI

RESTRICTIONS

Section 1.

s. Landscape Easement Maintenance. The perimeter landscape easement along Moon and Bemis Roads shall have a four (4) rail horse type fence installed by the Developer and maintained, repaired and replaced by the Association. That portion of the landscape easement on the road side of the fence shall be maintained in a natural state, allowing field mowing only, up to three times per year, if necessary. The replacement of any landscape vegetation or addition of any new landscape materials shall be of the "native species variety" only.



That part of the landscape easement on the unit side of the fence shall be maintained in accordance with Section 12 hereinbelow. The landscape easement shall be maintained by the Association.

3. Section 12 in Article VI of said By-Laws attached to said Master Deed as Exhibit "A" thereto, shall be amended and henceforth shall read as follows:

ARTICLE VI

RESTRICTIONS

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements, or within any landscape easement, without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within forty-five (45) days after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of five (5) inches in diameter five (5) feet above ground level shall be cut, except for diseased and dead trees, or those that are of a nuisance or invasive species, such as poplar, willow or box elder, without the prior written approval of the Developer, or the Association, if applicable. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six (6) inches or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.



4. Sheets 1 through 17, inclusive, of Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 450, marked Exhibit "B" to the First Amendment to the Master Deed of Thistle Down Farms, a site condominium, attached hereto, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this First Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 17, inclusive, of the Condominium Subdivision Plan of Thistle Down Farms, as previously recorded in Liber 4366, Page 230, Washtenaw County Records, and said previously recorded Sheets 1 through 17, inclusive, shall be of no further force or effect.

In all other respects, other than as hereinbefore indicated, the original Master Deed of Thistle Down Farms, a site condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

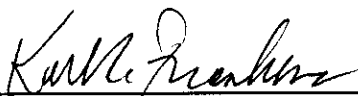
Dated: August 5, 2004.

THISTLE DOWNS, L.L.C., Developer

By: 
Philip F. Conlin, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On August 5, 2004, Philip F. Conlin appeared before me, and stated under oath that he is a Member of Thistle Downs, L.L.C., a Michigan limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and he acknowledged this document to be the free act and deed of the limited liability company.


Karl R. Frankena, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 6/9/07

✓ This document was prepared by
and when recorded return to:
Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$71.00

Tax code #s: L-12-33-305-001 through -074 (Units 1-74)
L-12-32-405-075 through -110 (Units 75-110)

H:\KRF\THISTLEDOWNFARMS\MASTER DEED-1ST AMD.WPD



REPLAT No. I OF WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 450

EXHIBIT B TO THE FIRST AMENDMENT TO THE MASTER DEED OF THISTLE DOWN FARMS

PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SHEET INDEX

- * 1. COVER SHEET
- * 2. COMPOSITE PLAN
- * 3. SURVEY PLAN (UNITS 75-85)
- * 4. SURVEY PLAN (UNITS 86-90, 100-110)
- * 5. SURVEY PLAN (UNITS 91-99)
- * 6. SURVEY PLAN (UNITS 4-10, 15-20)
- * 7. SURVEY PLAN (UNITS 1-3, 11-14, 68-74, 21-27)
- * 8. SURVEY PLAN (UNITS 28-33, 55-67)
- * 9. SURVEY PLAN (UNITS 34-39, 40-54)
- * 10. SITE/UTILITY PLAN (UNITS 75-85)
- * 11. SITE/UTILITY PLAN (UNITS 86-90, 100-110)
- * 12. SITE/UTILITY PLAN (UNITS 91-99)
- * 13. SITE/UTILITY PLAN (UNITS 4-10, 15-20)
- * 14. SITE/UTILITY PLAN (UNITS 1-3, 11-14, 68-74, 21-27)
- * 15. SITE/UTILITY PLAN (UNITS 28-33, 55-67)
- * 16. SITE/UTILITY PLAN (UNITS 34-39, 40-54)
- * 17. COORDINATE, UNIT AREA & BASE ELEVATION LISTING
- 18. EASEMENT CURVE INFORMATION

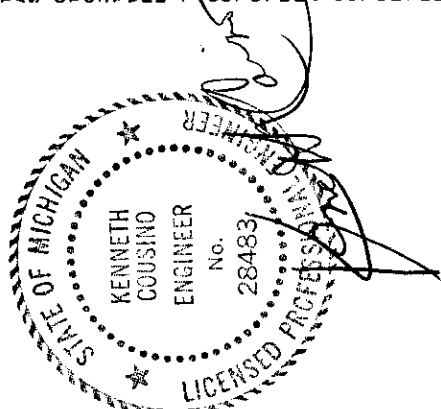
THE ASTERISK (*) INDICATES AN AMENDED SHEET WHICH IS REVISED DATED 14 JUNE 2004. THE SHEETS WITH THIS AMENDMENT ARE TO REPLACE THOSE SHEETS PREVIOUSLY RECORDED.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN AND ALSO BEING A PART OF THE FOLLOWING EASEMENT: 5' COURSE ALONG THE WEST LINE OF SAID SECTION; THENCE N 01°52'32" E 215.10 FEET; S 89°07'28" E 172.38 FEET; N 01°50'30" E 131.27 FEET; N 00°47'10" E 2077.93 FEET; THENCE S 89°45'25" E 1274.86 FEET ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION AS ESTABLISHED BY WASHTENAW ENGINEERING SURVEY JOB NUMBER 16861; THENCE S 01°35'19" W 654.68 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 01°30'00" W 2877.40 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 88°49'00" W 1327.11 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD TO THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; BEING A PART OF THE NORTHWEST 1/4 OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; TOGETHER WITH A PARCEL OF LAND DESCRIBED AS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, AND TOGETHER WITH A PARCEL OF LAND DESCRIBED AS

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 802.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°46'38" W 430.49 FEET ALONG SAID SECTION LINE AND CENTERLINE; THENCE N 00°09'22" E 348.50 FEET; THENCE N 89°48'38" W 378.90 FEET; THENCE N 01°24'10" E 1068.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE S 89°45'24" E 985.45 FEET; THENCE S 00°05'24" E 1723.07 FEET; THENCE S 01°10'41" E 1977.4 FEET; THENCE N 89°45'24" W 1793.33 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION AND CONTAINING 0.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH TWO STORM WATER DRAINAGE EASEMENTS OVER THE FOLLOWING DESCRIBED PROPERTIES:
OFFSITE STORM WATER DRAINAGE EASEMENT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 89°46'38" W 802.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD; THENCE N 00°09'22" E 348.50 FEET; THENCE N 89°48'38" W 378.90 FEET; THENCE N 01°24'10" E 1068.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE N 01°24'10" E 1708.82 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 01°18'16" E 1723.07 FEET; THENCE S 01°10'41" E 1977.4 FEET; THENCE N 89°45'24" W 1793.33 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION AND CONTAINING 0.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OFFSITE STORM WATER DRAINAGE EASEMENT 2:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, T3S, R9E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 89°46'38" W 802.69 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF BEAMS ROAD; THENCE N 00°09'22" E 348.50 FEET; THENCE N 89°48'38" W 378.90 FEET; THENCE N 01°24'10" E 1068.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE S 89°45'24" E 985.45 FEET; THENCE S 00°05'24" E 1723.07 FEET; THENCE S 01°10'41" E 1977.4 FEET; THENCE N 89°45'24" W 1793.33 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION AND CONTAINING 0.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



DEVELOPER
THISTLE DOWNS, LLC.
2455 SOUTH INDUSTRIAL HWY. STE. K
ANN ARBOR, MI 48104

ENGINEER
ENGINEERING TECHNOLOGIES CORPORATION
2455 S. INDUSTRIAL HWY. STE. J
ANN ARBOR, MI 48104

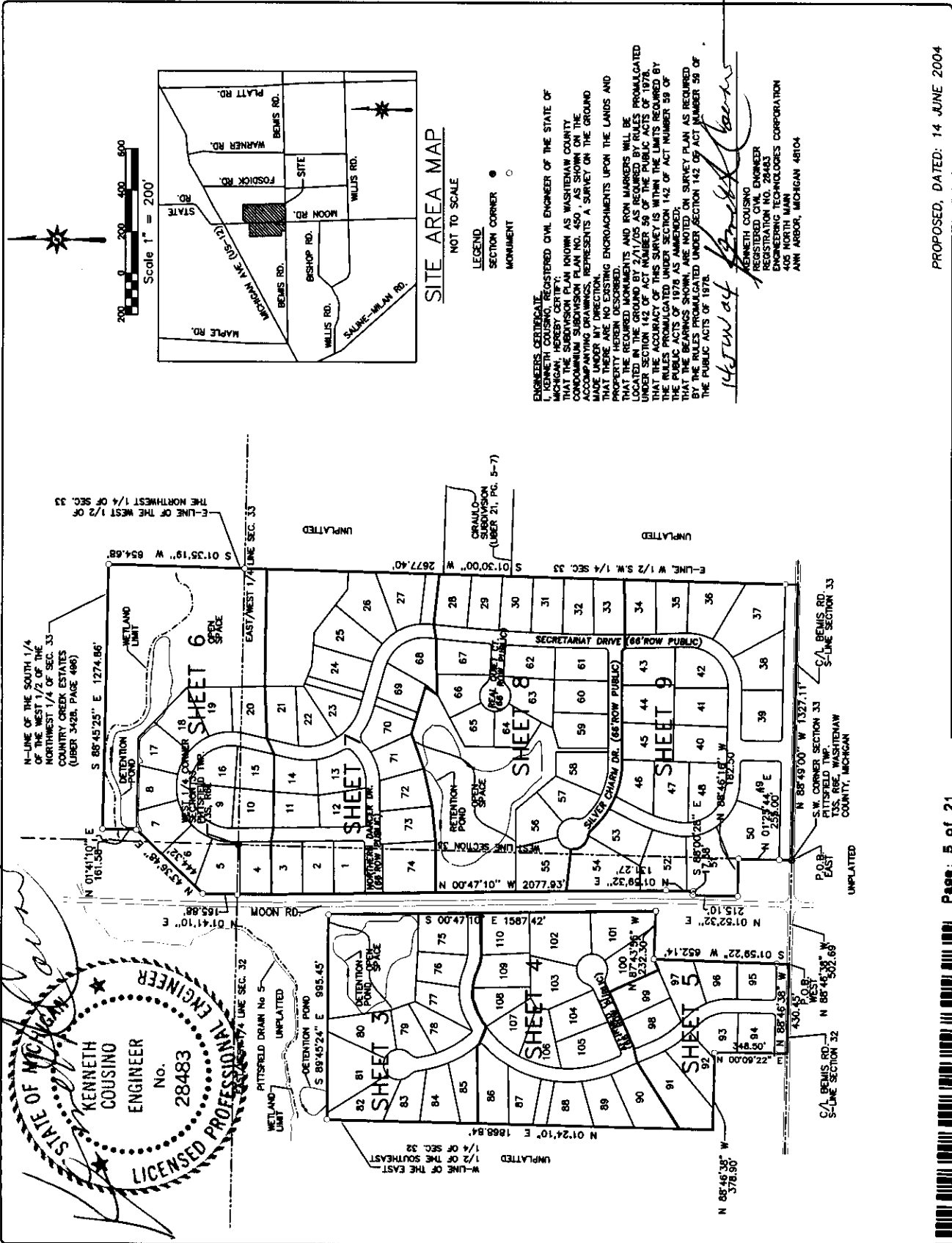
THISTLE DOWN
FARMS

ENGINEERING TECHNOLOGIES
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14200 INDUSTRIAL HWY STE. 4
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WWW.ETI.COM

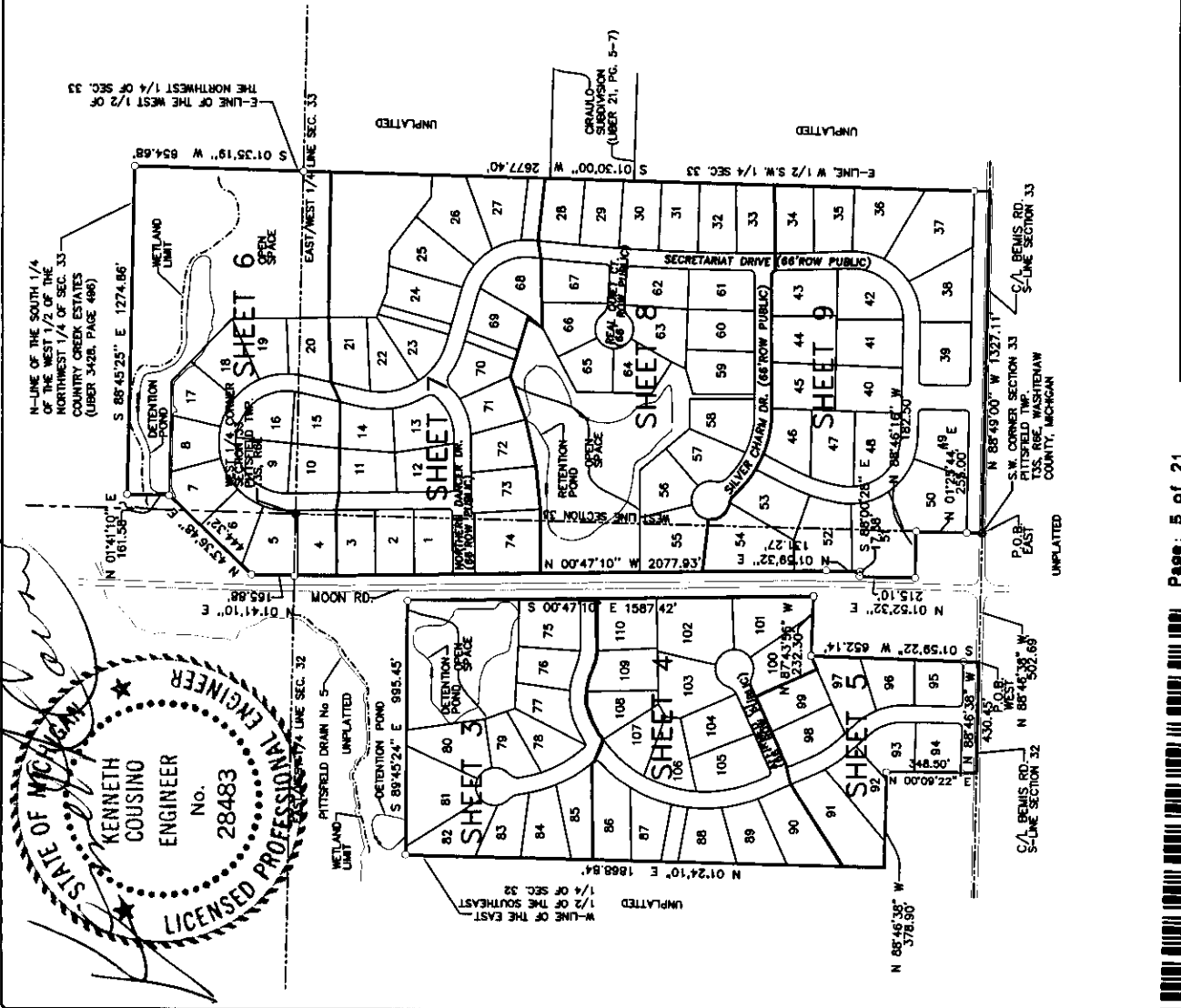
ENGINEER
NAME: KENNETH COUSINO
DATE: 06/14/04
JOB NO: 04-002

COMPOSITE PLAN

SHEET NO. 2

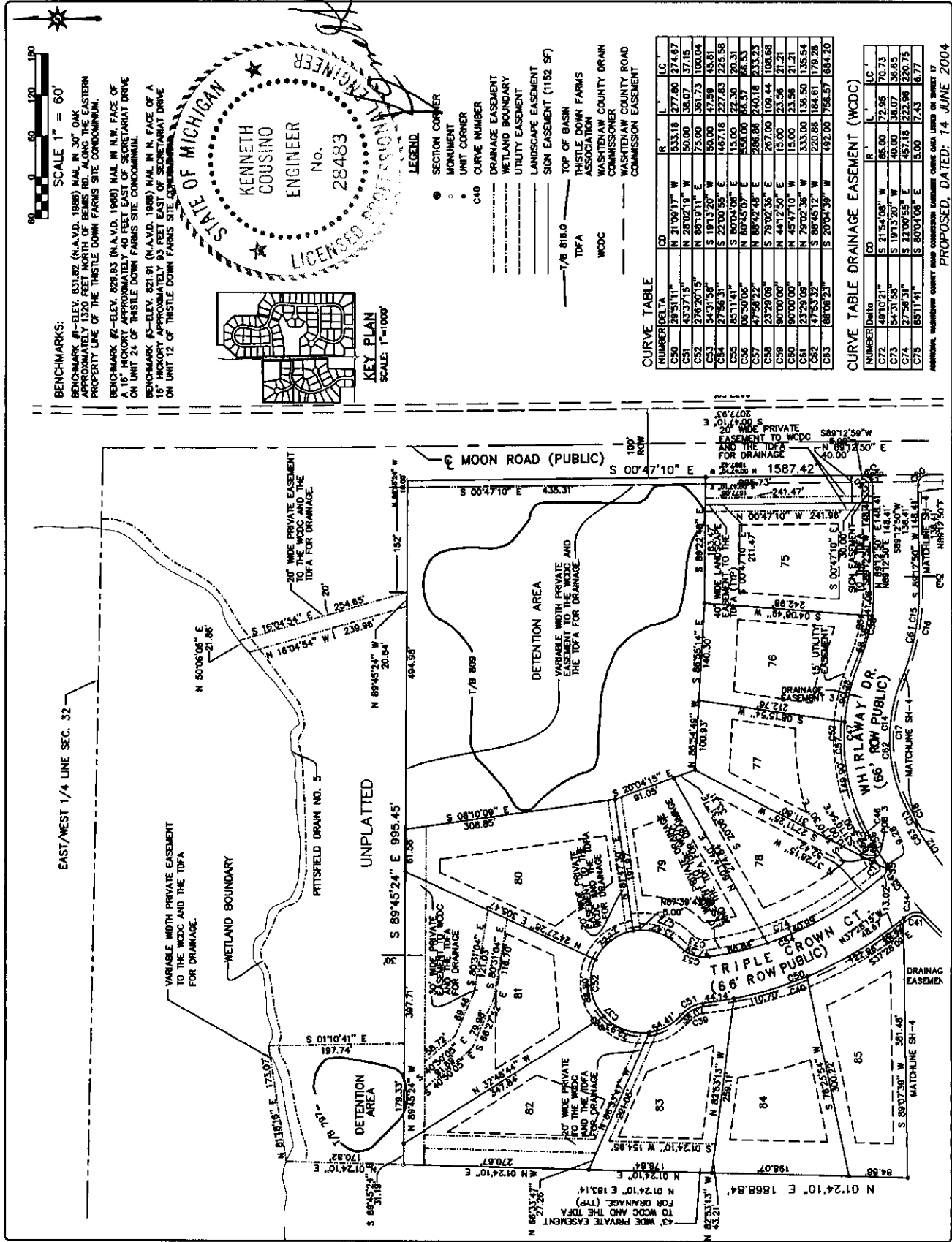


PROPOSED, DATED: 14 JUNE 2004



Page: 5 of 21
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L-4417 P-996

Peggy M Haines, Washtenaw DWRM 5584176



BENCHMARKS:
 BENCHMARK #1—ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30" OAK APPROXIMATELY 1320 FEET NORTH OF BEHNS RD., ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2—ELEV. 829.93 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3—ELEV. 821.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 53 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.



KEY PLAN
 SCALE: 1"=1000'

LEGEND
 SECTION CORNER
 MONUMENT
 UNIT CORNER
 C40 CURVE NUMBER
 DRAINAGE EASEMENT
 WETLAND BOUNDARY
 UTILITY EASEMENT
 LANDSCAPE EASEMENT
 SIGN EASEMENT (152 SF)
 TOP OF BASIN
 THISTLE DOWN FARMS ASSOCIATION
 WASHTEENAW COUNTY DRAIN COMMISSIONER
 WASHTEENAW COUNTY ROAD COMMISSION EASEMENT

CURVE TABLE

NUMBER	BEYLA	CD	R	B	L	LC	LC
C50	2035111"	N 21°09'17"	W	633.18	277.80	274.87	
C51	4332714"	N 20°27'18"	W	50.00	58.07	57.05	
C52	2242015"	S 89°13'20"	E	72.00	351.73	100.06	
C53	4431214"	S 23°10'58"	E	96.00	27.59	133.58	
C54	2728413"	S 22°00'58"	E	47.18	27.85	233.58	
C55	5834910"	S 80°45'09"	E	451.00	44.93	28.33	
C56	4758210"	N 88°43'48"	E	208.88	240.18	233.21	
C57	3192010"	S 39°22'35"	E	87.00	109.44	103.68	
C58	6020910"	N 43°17'45"	E	12.00	33.58	21.21	
C59	3329210"	N 45°17'10"	W	13.00	23.58	21.21	
C60	4454310"	S 85°45'17"	W	220.08	184.81	178.28	
C62	4454310"	S 85°45'17"	W	220.08	184.81	178.28	
C63	6810823"	S 20°04'59"	W	492.00	758.57	1844.20	

CURVE TABLE DRAINAGE EASEMENT (WCDC)

NUMBER	DATE	CD	R	B	L	LC	LC
C72	4810211"	S 21°54'08"	W	85.00	72.95	70.73	
C73	5431058"	S 19°13'20"	W	40.00	38.07	36.85	
C74	2758431"	S 22°00'58"	E	487.18	222.58	220.75	
C75	8511141"	S 80°04'08"	E	5.00	7.43	6.77	

DEVELOPER:
 THISTLE DOWN, LLC
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ENGINEERING TECHNOLOGIES
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 FAX: (734) 764-0033
 ETC@ETONIC.COM
 WWW.ETONIC.COM

DATE: 8/17/04

SURVEY PLAN
 (UNITS 75-85)

3

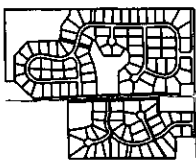
THISTLE DOWN FARMS

STATE OF MICHIGAN
KENNETH COUSINO
ENGINEER
No. 28483
LICENSED PROFESSIONAL ENGINEER

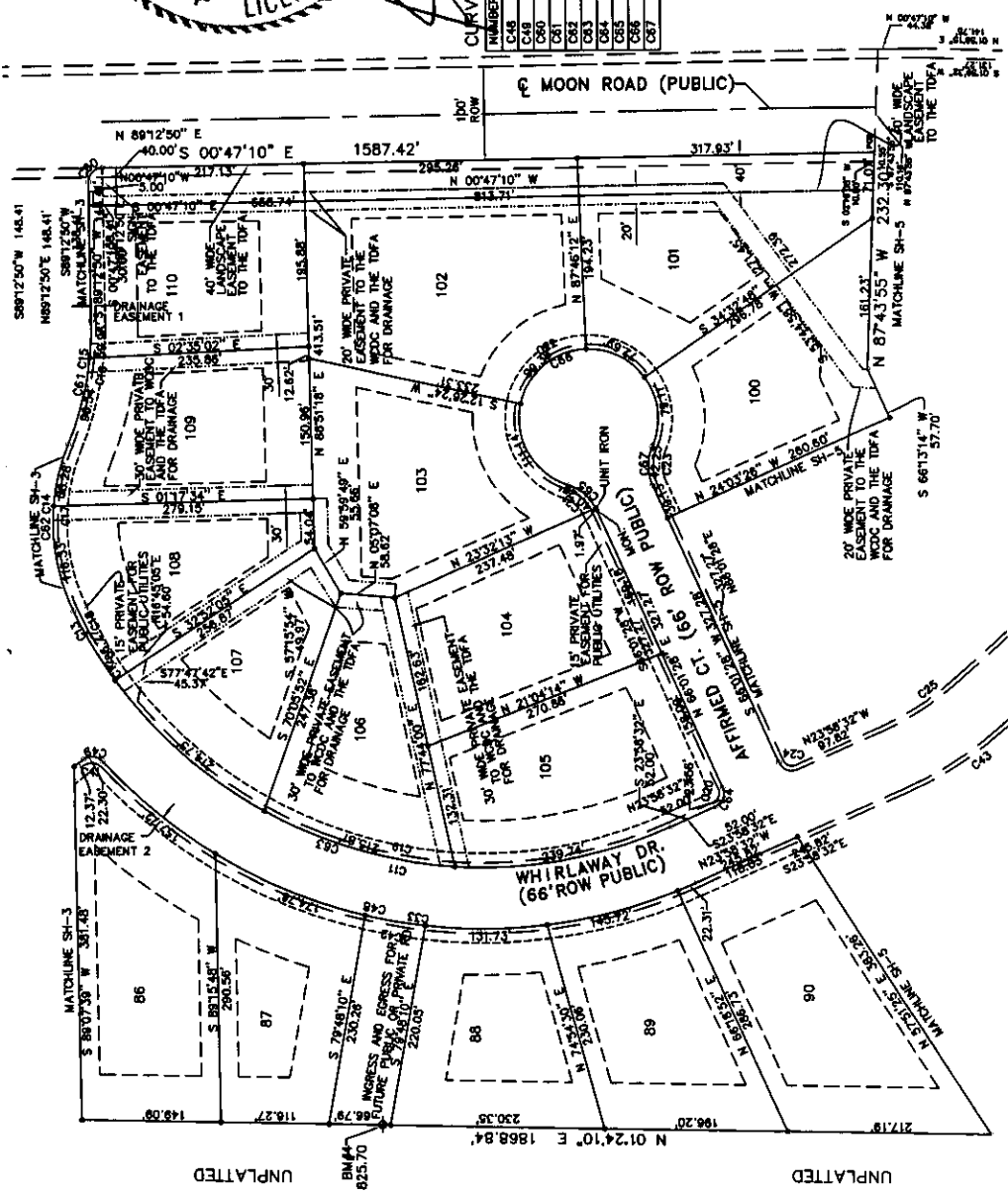
PROPOSED, DATED: 14 JUNE 2004

Peggy M Haines, Washtenaw DMAP 5584176

BENCHMARKS:
 BENCHMARK #1 - ELEV. 821.82 (N.A.V.D. 1988) NAIL IN 30" OAK, APPROXIMATELY 1320 FEET WEST OF THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2 - ELEV. 825.93 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY, APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3 - ELEV. 821.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY, APPROXIMATELY 93 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.



KEY PLAN
 SCALE: 1"=1000'



CURVE TABLE

NUMBER	DELTA	CD	R	LC	LC
C45	77°41'36"	N 11°32'27" E	556.00	598.28	653.60
C46	85°11'41"	N 05°07'25" E	15.00	21.58	21.21
C47	80°00'00"	N 45°47'09" W	15.00	21.58	21.21
C48	25°29'08"	N 78°02'36" W	333.00	338.50	335.54
C49	47°33'32"	S 89°45'12" W	740.86	754.91	744.28
C50	88°08'23"	S 20°04'39" W	482.00	484.31	481.50
C51	80°00'00"	S 05°56'32" E	15.00	21.58	21.21
C52	48°23'40"	N 23°28'39" E	75.00	82.53	89.80
C53	278°47'19"	N 88°49'42" W	50.00	42.23	40.99

LEGEND

- SECTION CORNER
- MONUMENT
- UNIT CORNER
- C40 CURVE NUMBER
- ◆ BENCHMARK
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- SIGN EASEMENT (1152 SF)
- THISTLE DOWN FARMS ASSOCIATION
- WASHINGTON COUNTY DRAIN COMMISSIONER
- WASHINGTON COUNTY ROAD COMMISSIONER
- COMMISSION EASEMENT

PROPOSED, DATED: 14 JUNE 2004

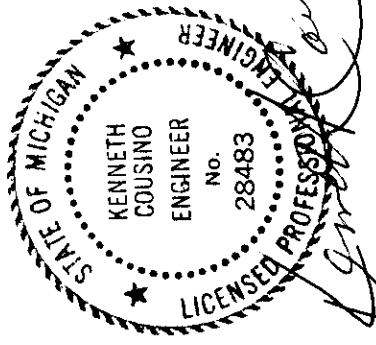
THISTLE DOWN FARMS

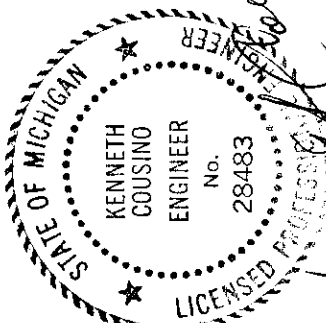
DESIGNER:
 THISTLE DOWN FARMS, L.L.C.
 2455 S. MANITOWISH HWY. STE. K
 ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES CORPORATION
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SCALE: 1"=60'
 DATE: 08/17/04
 SHEET NO. 4

SURVEY PLAN
 (UNITS 86-90,
 100-110)

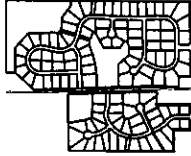




BENCHMARKS:
 BENCHMARK #1—ELEV. 831.92 (N.A.V.D. 1988) NAIL IN 30" OAK APPROXIMATELY 1320 FEET NORTH OF BEAMS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2—ELEV. 829.83 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3—ELEV. 821.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 93 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

CURVE TABLE

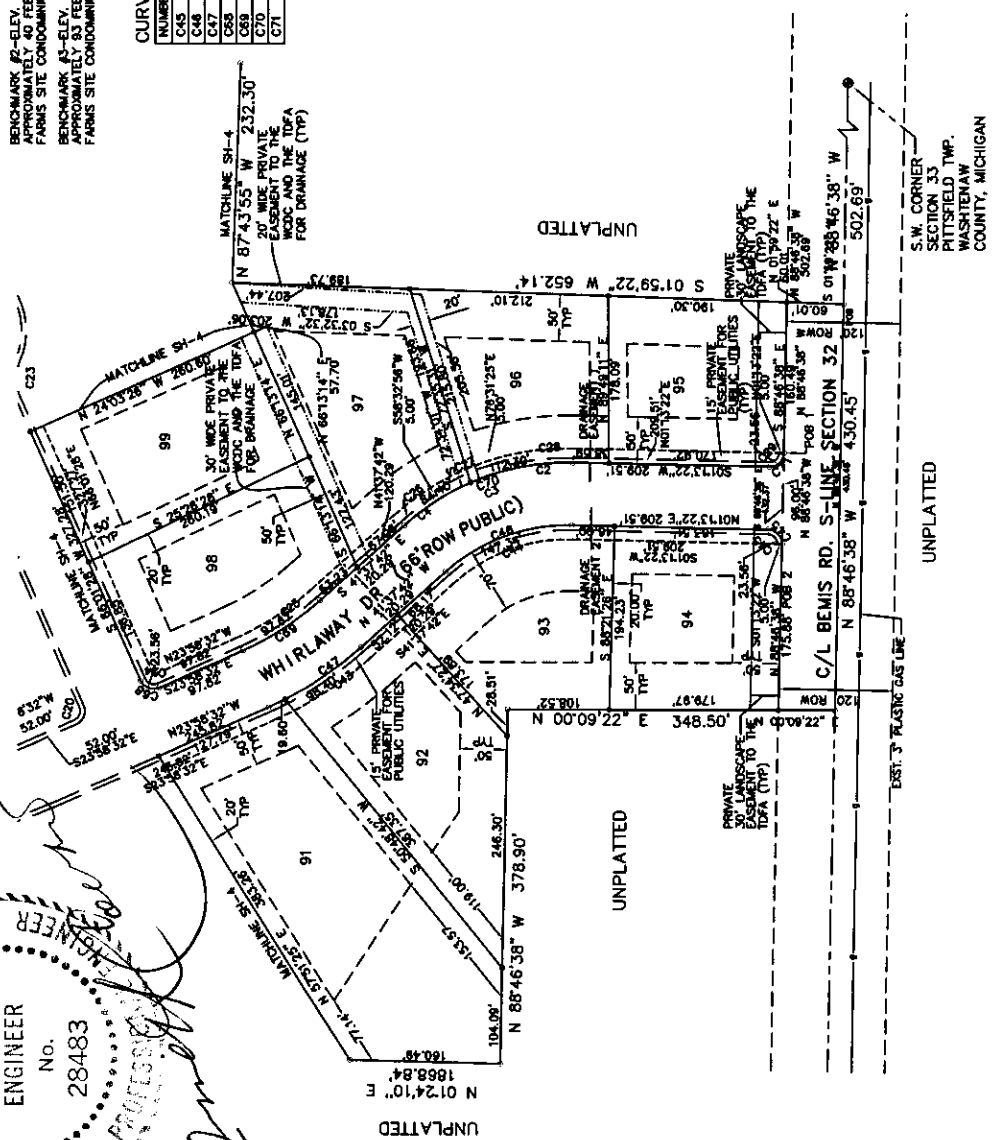
NUMBER	DELTA	OD	R'	L'	LC'
C45	80°00'00"	N 4613'22" E	15.00	23.56	21.21
C48	42°51'04"	N 2012'10" W	187.00	147.54	143.93
C47	17°39'10"	N 32°48'07" W	583.00	18.00	117.54
C68	80°00'00"	S 21°01'28" W	15.00	23.56	21.21
C69	17°39'10"	S 32°48'07" E	517.00	87.67	97.28
C70	42°51'04"	S 2012'10" E	263.00	194.70	192.14
C71	80°00'00"	S 43°46'58" E	15.00	23.56	21.21



KEY PLAN
 SCALE: 1"=1000'

LEGEND

- SECTION CORNER
- MONUMENT
- UNIT CORNER
- C40 CURVE NUMBER
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- THISTLE DOWN FARMS ASSOCIATION
- WASHTENAW COUNTY DRAIN COMMISSIONER
- WASHTENAW COUNTY ROAD COMMISSION EASEMENT



PROPOSED, DATED: 14 JUNE 2004

THISTLE DOWN FARMS

DESIGNED BY:
 DAVID DORR,
 CIVIL ENGINEER
 2455 S. INDUSTRIAL HWY. STE. K
 ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES CORPORATION
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 FAX: (734) 794-0053
 ETO@ETOC.COM
 WWW.ETOC.COM

DATE: 06-14-04
 DRAWN BY: P.M.H.
 CHECKED BY: P.M.H.

ISSUED BY:
 SURVEY PLAN
 (UNITS 91-99)

SHEET NO. 5



Page: 9 of 21
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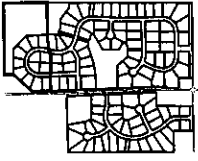
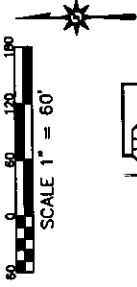
Peggy M Haines, Meehanaw DHARM 5584176

BENCHMARKS:
 BENCHMARK #1-ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30" DIAK APPROXIMATELY 1320 FEET NORTH OF BEAMS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2-ELEV. 829.93 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARY DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3-ELEV. 821.81 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 43 FEET EAST OF SECRETARY DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

CURVE TABLE

NUMBER	DELTA	CD	R	L	LC
C29	193°51'35"	N 84°07'09" W	188.01	688.98	30.112
C32	193°49'47"	S 84°08'05" E	284.01	883.13	324.815

COUNTRY CREEK ESTATES
 (LIBER 3428, PAGE 496)



KEY PLAN
 SCALE: 1"=1000'

LEGEND

- SECTION CORNER
- MONUMENT
- UNIT CORNER
- C40 CURVE NUMBER
- DRAINAGE EASEMENT
- WETLAND BOUNDARY
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- THISTLE DOWN FARMS
- WASHINGTON COUNTY DRAIN ASSOCIATION
- WASHINGTON COUNTY ROAD COMMISSIONER
- WASHINGTON COUNTY ROAD
- T.D.F.A.
- W.D.C.

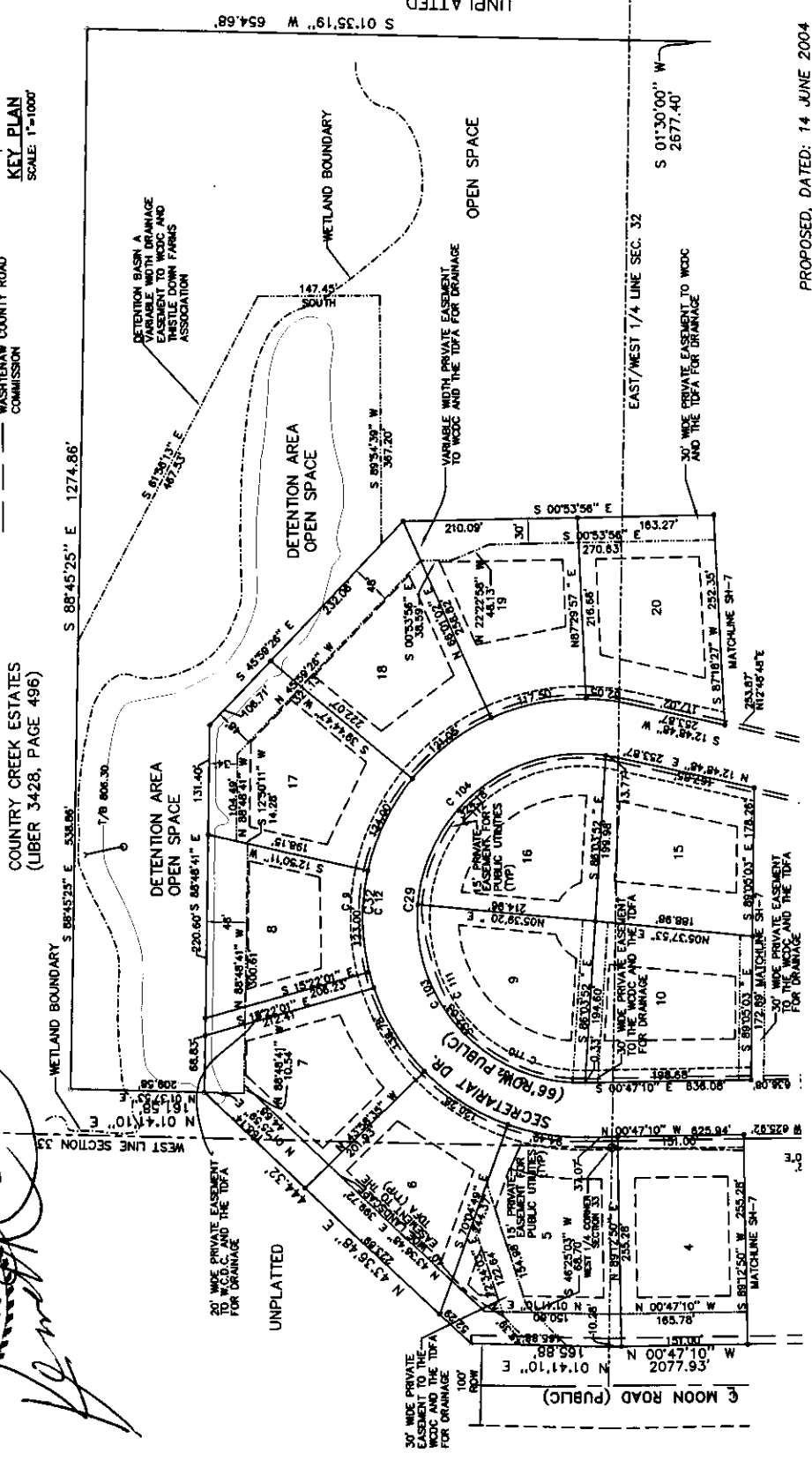
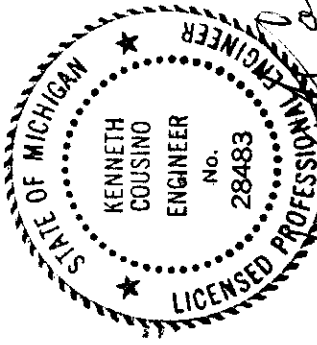
BENCHMARKS:

BENCHMARK #1-ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30" DIAK APPROXIMATELY 1320 FEET NORTH OF BEAMS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2-ELEV. 829.93 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARY DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3-ELEV. 821.81 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 43 FEET EAST OF SECRETARY DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

CURVE TABLE

NUMBER	DELTA	CD	R	L	LC
C29	193°51'35"	N 84°07'09" W	188.01	688.98	30.112
C32	193°49'47"	S 84°08'05" E	284.01	883.13	324.815

COUNTRY CREEK ESTATES
 (LIBER 3428, PAGE 496)



THISTLE DOWN FARMS

TRACER PAPER
 TRACER PAPER
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 FAX: (734) 794-0053
 ETORNE.TORAC.COM
 WWW.ETORNE.COM

DATE: 08-14-04
 DRAWN BY: G.H. HAYES
 CHECKED BY: G.H. HAYES

PROJECT NO.:
 SURVEY PLAN
 (UNITS 4-10, 15-20)

SHEET NO.: 6

PROPOSED, DATED: 14 JUNE 2004

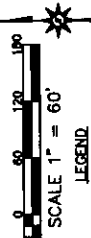


CURVE TABLE

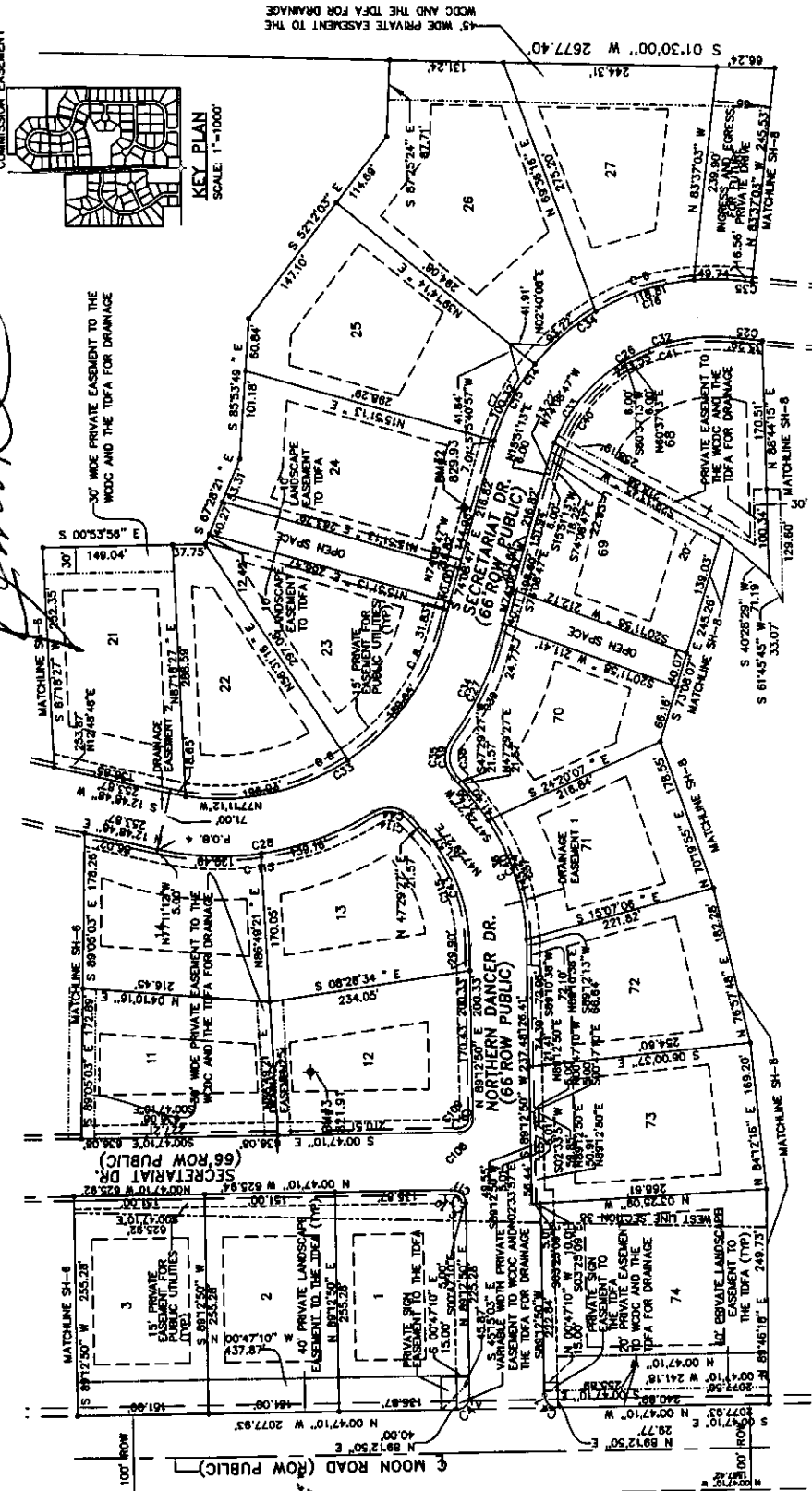
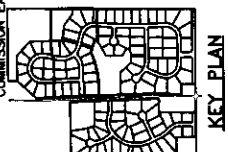
NUMBER	CHORD	R	LC	LC'
C23	0205'18"	N 051°17' E	4033.00	202.79
C24	0205'18"	N 35°24' W	197.00	176.48
C25	0205'18"	N 82°46' W	333.00	170.83
C26	0205'18"	N 07°37' E	333.00	259.64
C27	0205'18"	N 89°07' W	385.00	183.56
C28	0205'18"	N 43°47' W	33.00	21.46
C29	0205'18"	N 31°57' W	33.00	21.20
C30	0205'18"	N 31°57' W	33.00	21.20
C31	0205'18"	N 31°57' W	33.00	21.20
C32	0205'18"	N 31°57' W	33.00	21.20
C33	0205'18"	N 31°57' W	33.00	21.20
C34	0205'18"	N 31°57' W	33.00	21.20
C35	0205'18"	N 31°57' W	33.00	21.20
C36	0205'18"	N 31°57' W	33.00	21.20
C37	0205'18"	N 31°57' W	33.00	21.20
C38	0205'18"	N 31°57' W	33.00	21.20
C39	0205'18"	N 31°57' W	33.00	21.20
C40	0205'18"	N 31°57' W	33.00	21.20
C41	0205'18"	N 31°57' W	33.00	21.20
C42	0205'18"	N 31°57' W	33.00	21.20
C43	0205'18"	N 31°57' W	33.00	21.20
C44	0205'18"	N 31°57' W	33.00	21.20

BENCHMARK #1—ELEV. 831.82 (N.A.V.D. 1988) NAL IN 30' OAK APPROXIMATELY 1320 FEET NORTH OF DEANS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2—ELEV. 829.93 (N.A.V.D. 1988) NAL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 40 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3—ELEV. 821.91 (N.A.V.D. 1988) NAL IN N. FACE OF A 16" HICKORY APPROXIMATELY 63 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

STATE OF MICHIGAN
 KENNETH COUSINO
 ENGINEER
 No. 28483
 LICENSED PROFESSIONAL ENGINEER



- LEGEND
- SECTION CORNER
 - MONUMENT
 - UNIT CORNER
 - C40 CURVE NUMBER
 - BENCHMARK
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - SECRETARIAT DRIVE (1604 SF)
 - THISTLE DOWN FARMS ASSOCIATION
 - WASHINGTON COUNTY DRAIN COMMISSIONER
 - WASHINGTON COUNTY ROAD COMMISSION EASEMENT



PROPOSED, DATED: 14 JUNE 2004

THISTLE DOWN FARMS

ENGINEERING TECHNOLOGIES CORPORATION
 7405 INDUSTRIAL HWY STE. J
 ANN ARBOR, MI 48106
 TEL: (734) 794-0002
 FAX: (734) 794-0053
 ETOE@ETI.COM
 WWW.ETI.COM

DATE: 06-14-04
 DRAWN BY: G. HAINES
 SURVEY PLAN
 (UNITS 1-3, 11-14, 68-74, 21-27)
 SHEET NO. 7



THISTLE DOWN FARMS

UNPLATTED
 SUBDIVISION
 LIBER 21, PAGE 5-6

ENGINEERING TECHNOLOGIES CORPORATION
 2455 S. INDUSTRIAL HWY. STE. J
 ANN ARBOR, MI 48104
 TEL: (734) 794-0053
 FAX: (734) 794-0053
 WWW.ETECORP.COM

ENGINEER
 NO. 28483
 KENNETH COUSINO

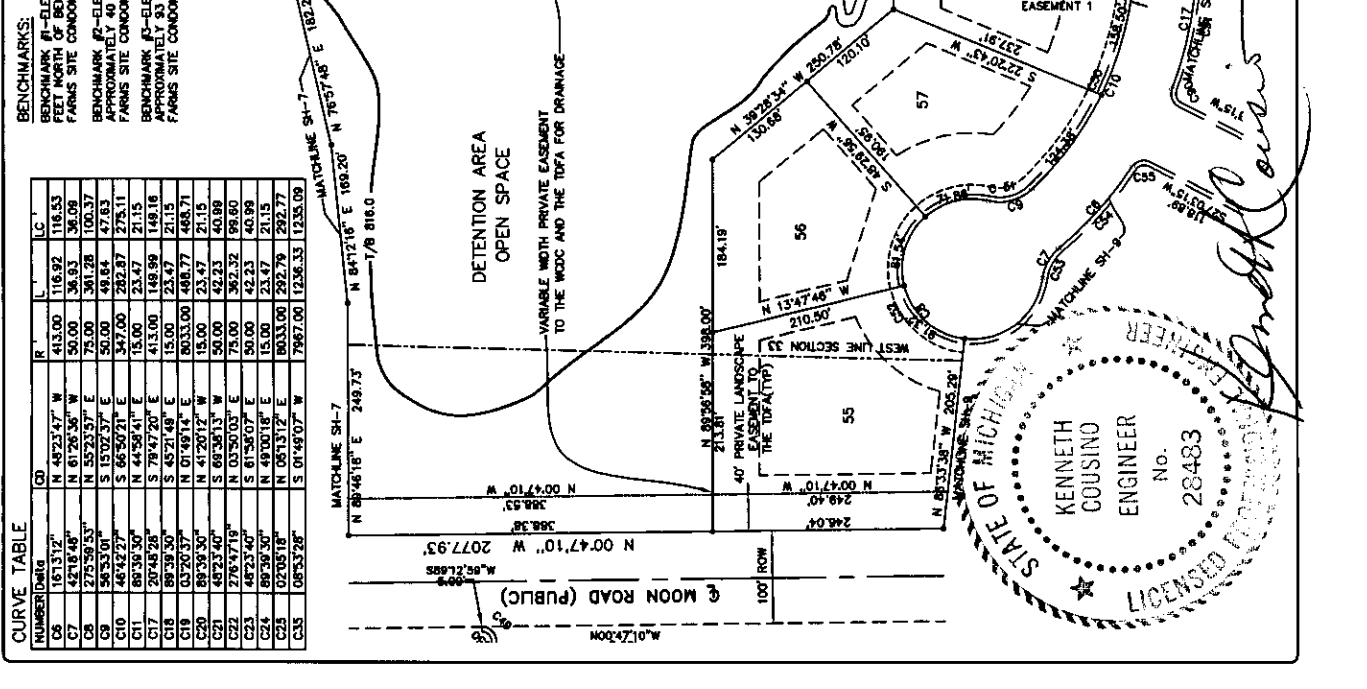
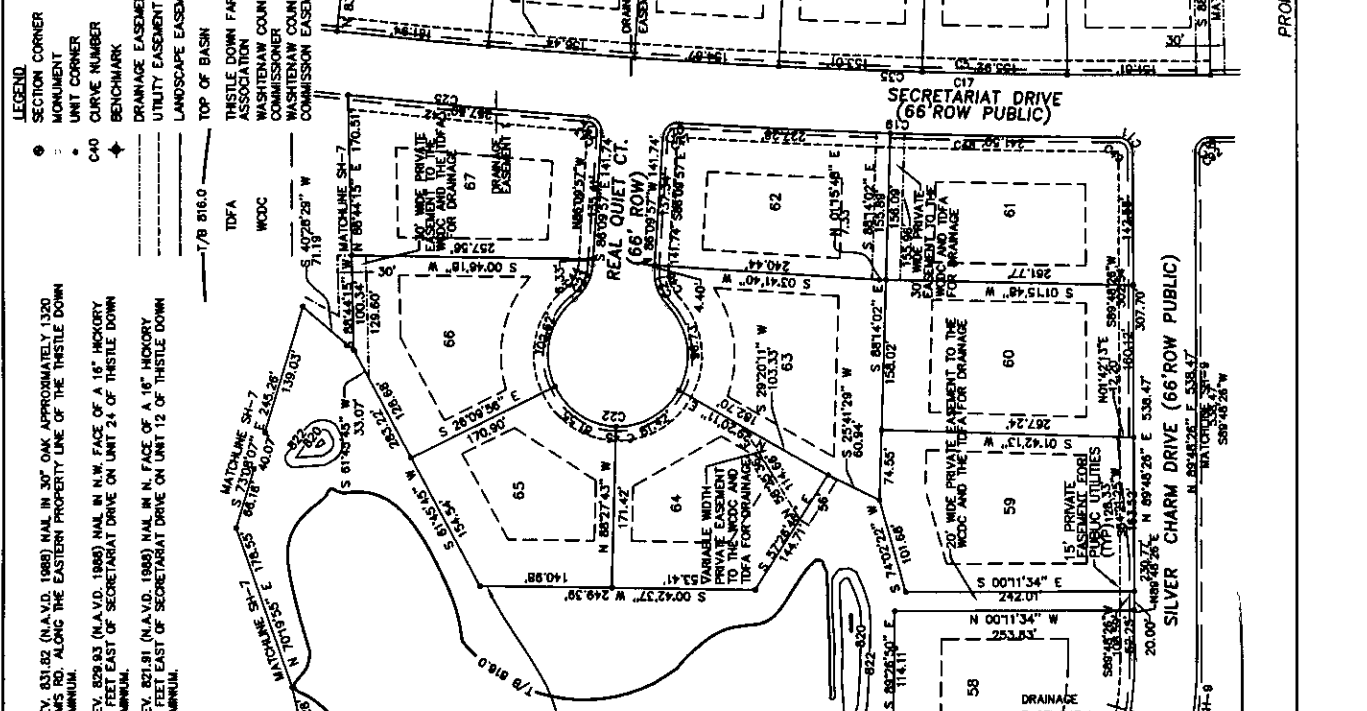
SCALE: 1" = 60'
 0 60 120 180

KEY PLAN
 SCALE: 1" = 1000'

PROPOSED, DATED: 14 JUNE 2004

CURVE TABLE

NUMBER	DATA	R	L	LC
C6	N 42°23'47" W	413.00	116.92	116.53
C7	N 61°26'56" W	50.00	36.93	36.09
C8	S 75°59'53" E	75.00	54.12	53.37
C9	S 15°22'37" E	50.00	36.12	35.37
C10	S 66°50'31" E	347.00	282.87	278.11
C11	N 44°58'41" E	15.00	10.77	10.51
C17	S 79°47'20" E	413.00	149.99	149.18
C18	S 45°21'48" E	15.00	10.77	10.51
C19	N 01°49'14" E	8033.00	468.77	468.71
C20	N 41°20'17" E	15.00	10.77	10.51
C21	S 69°38'13" E	50.00	36.23	35.98
C22	S 61°56'07" E	50.00	36.23	35.98
C23	S 61°56'07" E	50.00	36.23	35.98
C24	S 61°56'07" E	50.00	36.23	35.98
C25	N 08°13'29" E	8033.00	292.79	292.77
C33	S 01°49'07" E	7967.00	1256.33	1255.09



BENCHMARKS:
 BENCHMARK #1--ELEV. 831.83 (N.A.V.D. 1988) NAIL IN 30' OAK APPROXIMATELY 1320 FEET NORTH OF BEANS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #2--ELEV. 829.83 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 30 FEET EAST OF SECRETARIAT DRIVE ON UNIT 24 OF THISTLE DOWN FARMS SITE CONDOMINIUM.
 BENCHMARK #3--ELEV. 821.91 (N.A.V.D. 1988) NAIL IN N. FACE OF A 16" HICKORY APPROXIMATELY 33 FEET EAST OF SECRETARIAT DRIVE ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

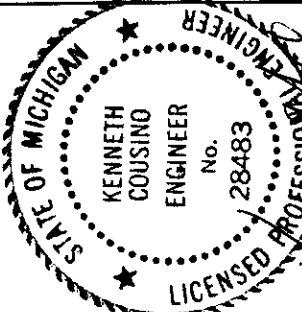
SECTION CORNER
 MONUMENT
 UNIT CORNER
 C40 CURVE NUMBER
 BENCHMARK
 DRAINAGE EASEMENT
 UTILITY EASEMENT
 LANDSCAPE EASEMENT
 TOP OF BASIN
 THISTLE DOWN FARMS ASSOCIATION
 WASHATENAU COUNTY DRAIN COMMISSIONER
 WASHATENAU COUNTY ROAD COMMISSIONER EASEMENT
 TDFA
 WDOC

SECRETARIAT DRIVE (66' ROW PUBLIC)
SILVER CHARM DRIVE (66' ROW PUBLIC)

STATE OF MICHIGAN
 KENNETH COUSINO
 ENGINEER
 No. 28483

L-4417 P-996

Peggy M Halnes, Washnetaw DMAPR 5584176



THISTLE DOWN
FARMS

DEVELOPER:
THISTLE FARMS, L.L.C.
2455 S. INDUSTRIAL HWY STE. K
ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES
CORPORATION
2455 S. INDUSTRIAL HWY STE. J
ANN ARBOR, MI 48104
TEL: (734) 784-0052
FAX: (734) 784-0053
STORETONG.COM
WWW.ETC.COM

DATE: 08/17/04
SCALE: 1" = 60'
SURVEY PLAN
(UNITS 34-39, 40-54)

9

CURVE TABLE

NUMBER/DELTA	CD	R	L	LC
C1	90°00'00"	15.00	23.56	21.21
C2	90°00'00"	15.00	23.56	21.21
C3	90°00'00"	15.00	23.56	21.21
C4	90°00'00"	15.00	23.56	21.21
C5	90°00'00"	15.00	23.56	21.21
C6	90°00'00"	15.00	23.56	21.21
C7	90°00'00"	15.00	23.56	21.21
C8	90°00'00"	15.00	23.56	21.21
C9	90°00'00"	15.00	23.56	21.21
C10	90°00'00"	15.00	23.56	21.21
C11	90°00'00"	15.00	23.56	21.21
C12	90°00'00"	15.00	23.56	21.21
C13	90°00'00"	15.00	23.56	21.21
C14	90°00'00"	15.00	23.56	21.21
C15	90°00'00"	15.00	23.56	21.21
C16	90°00'00"	15.00	23.56	21.21
C17	90°00'00"	15.00	23.56	21.21
C18	90°00'00"	15.00	23.56	21.21
C19	90°00'00"	15.00	23.56	21.21
C20	90°00'00"	15.00	23.56	21.21
C21	90°00'00"	15.00	23.56	21.21
C22	90°00'00"	15.00	23.56	21.21
C23	90°00'00"	15.00	23.56	21.21
C24	90°00'00"	15.00	23.56	21.21
C25	90°00'00"	15.00	23.56	21.21
C26	90°00'00"	15.00	23.56	21.21
C27	90°00'00"	15.00	23.56	21.21
C28	90°00'00"	15.00	23.56	21.21
C29	90°00'00"	15.00	23.56	21.21
C30	90°00'00"	15.00	23.56	21.21
C31	90°00'00"	15.00	23.56	21.21
C32	90°00'00"	15.00	23.56	21.21
C33	90°00'00"	15.00	23.56	21.21
C34	90°00'00"	15.00	23.56	21.21
C35	90°00'00"	15.00	23.56	21.21
C36	90°00'00"	15.00	23.56	21.21
C37	90°00'00"	15.00	23.56	21.21
C38	90°00'00"	15.00	23.56	21.21

LEGEND

- SECTION CORNER
- MONUMENT
- UNIT CORNER
- C40

BENCHMARKS:

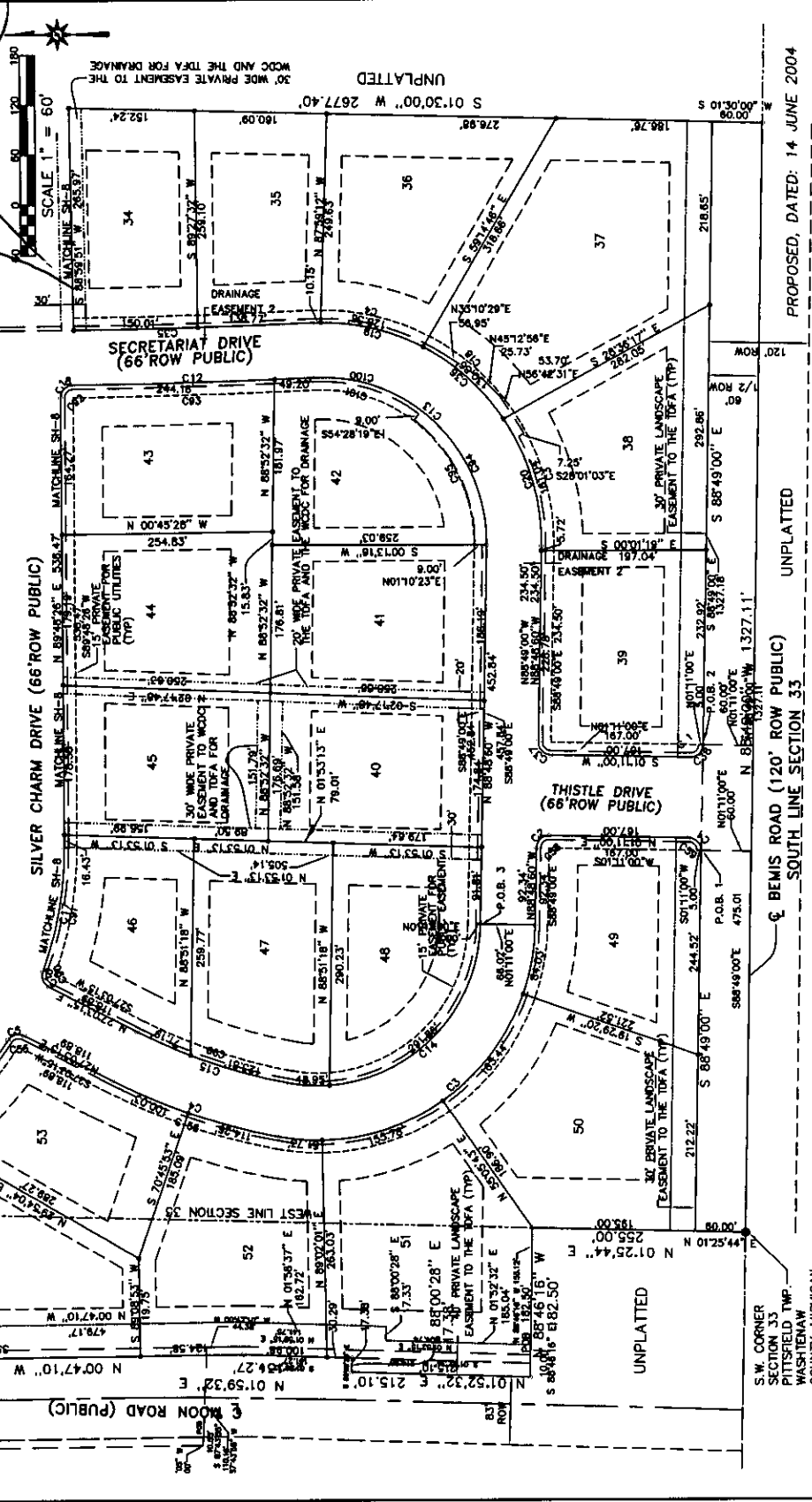
- BENCHMARK #1-ELEV. 831.82 (N.A.V.D. 1988) NAIL IN 30" OAK APPROXIMATELY 1320 FEET NORTH OF BEMIS RD. ALONG THE EASTERN PROPERTY LINE OF THE THISTLE DOWN FARMS SITE CONDOMINIUM.
- BENCHMARK #2-ELEV. 829.53 (N.A.V.D. 1988) NAIL IN N.W. FACE OF A 16" HICKORY APPROXIMATELY 100 FEET WEST OF SECRETARIAT DRIVE.
- BENCHMARK #3-ELEV. 821.91 (N.A.V.D. 1988) NAIL IN N.E. FACE OF A 16" HICKORY APPROXIMATELY 93 FEET EAST OF SECRETARIAT DRIVE.
- ON UNIT 12 OF THISTLE DOWN FARMS SITE CONDOMINIUM.

LANDSCAPE EASEMENT

THISTLE DOWN FARMS ASSOCIATION
WASHNETAW COUNTY DRAIN COMMISSIONER
WASHNETAW COUNTY ROAD COMMISSION EASEMENT

UNPLATTED

S.W. CORNER SECTION 33 PITTSFENAW WASHNETAW COUNTY, MICHIGAN



PROPOSED, DATED: 14 JUNE 2004

THISTLE DOWN FARMS

2435 S. INDUSTRIAL HWY. STE. K
 ANN ARBOR, MI 48104
 ENGINEERING TECHNOLOGIES CORPORATION
 2435 S. INDUSTRIAL HWY. STE. J
 ANN ARBOR, MI 48104
 TEL: (734) 794-0003
 FAX: (734) 794-0003
 ETO@ETORC.COM
 WWW.ETORC.COM

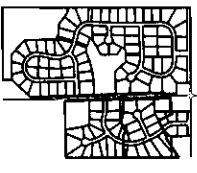
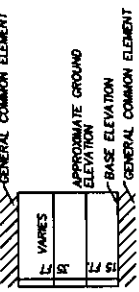
SITE/UTILITY PLAN
 (UNITS 86-90, 100-110)
 SHEET NO. 11



SCALE 1" = 60'

NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 11.

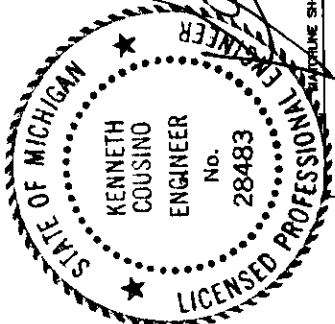
TYPICAL UNIT GROSS SECTION



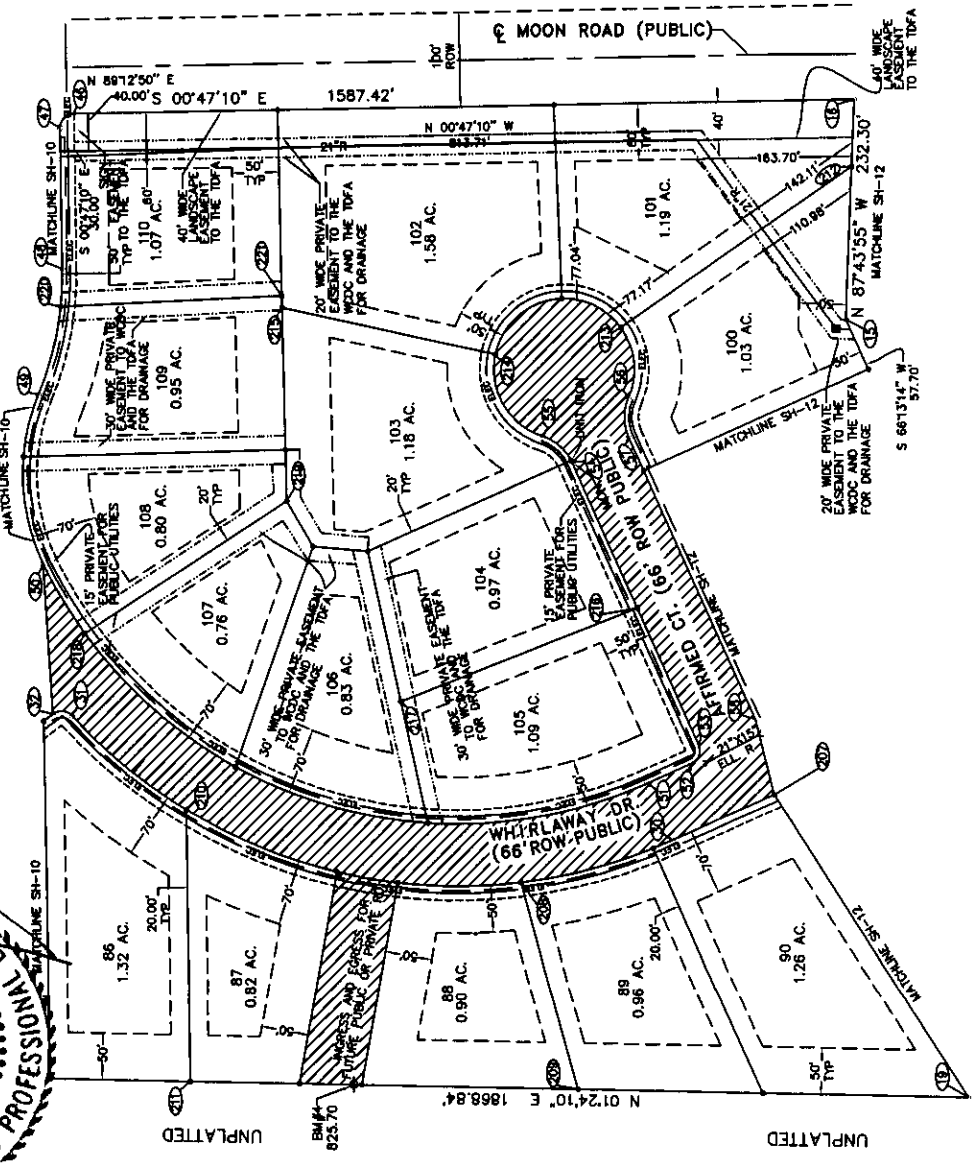
LEGEND

- MONUMENT
- UNIT IRON
- COORDINATE
- BENCHMARK
- MANHOLE
- PIPE SIZE
- CATCHBASIN
- PROP. STORM SEWER
- PROP. CULVERT
- 24"X18" ELL R
- ELECTRIC/PHONE/CABLE
- BLDG.
- DRAINAGE EASEMENT BOUNDARY
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- WASHTENAW COUNTY ROAD COMMISSION DRAINAGE EASEMENT
- SIGN EASEMENT (1152 SF)
- LIMITS OF OWNERSHIP
- BUILDING ENVELOPE LINES
- GENERAL COMMON ELEMENT
- THISTLE DOWN FARMS ASSOCIATION
- WASHTENAW COUNTY DRAIN COMMISSIONER
- TDFA
- WDC

NOTES:
 1. ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.
 2. GAS, ELECTRIC, TELEPHONE, AND CABLE TELEVISION LINES WILL BE SHOWN ON 15'-BUILT DRAWINGS.
 3. UTILITY SUPPLIERS ARE THE OTE ENERGY FOR GAS AND ELECTRIC, COMCAST FOR CABLE TELEVISION AND SBC FOR TELEPHONE.
 4. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
 5. WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.
 6. WELLS AND DRAINFIELDS, DATED: 14 JUNE 2004



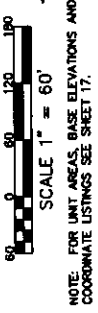
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Peggy M Heines, Washtenaw DRAHM 5584176

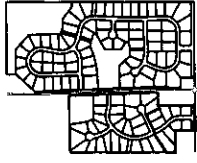
STATE OF MICHIGAN
 KENNETH COUSINO
 ENGINEER
 NO. 28483
 LICENSED PROFESSIONAL ENGINEER

Kenneth Cousino



NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.

TYPICAL UNIT CROSS SECTION



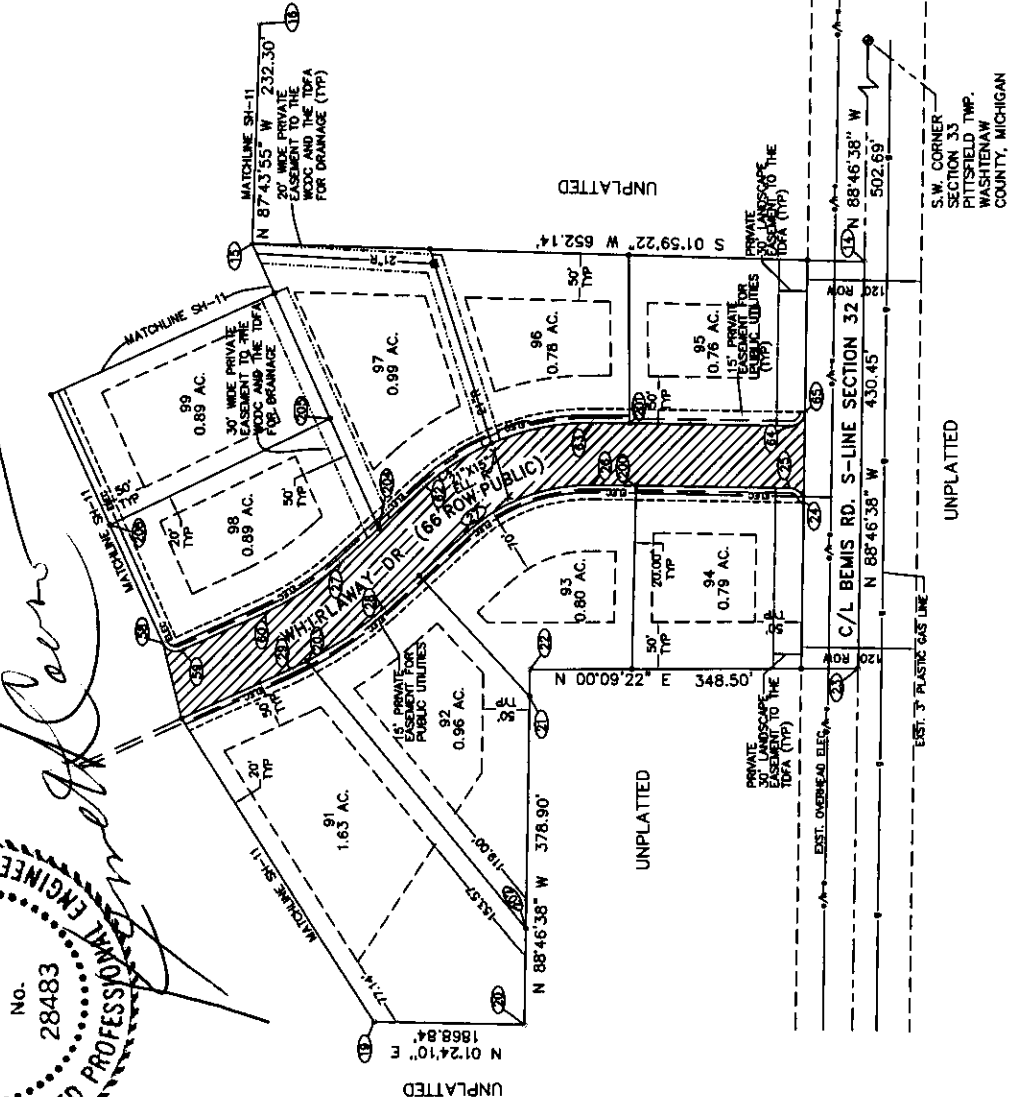
KEY PLAN
 SCALE: 1"=1000'

LEGEND:
 MONUMENT
 UNIT IRON
 COORDINATE

- MANHOLE
- PROP. STORM SEWER
- CATCHBASIN
- END SECTION
- PROP. CULVERT
- 24"X18" ELL. R
- ELLIPTICAL STORM PIPE
- ELECTRIC/PHONE/CABLE
- UTILITY EASEMENT
- DRAINAGE EASEMENT BOUNDARY
- UTILITY EASEMENT
- LANDSCAPE EASEMENT
- WASHTENAW COUNTY ROAD
- COMMISSION DRAINAGE EASEMENT
- LIMITS OF OWNERSHIP
- BUILDING ENVELOPE LINES
- GENERAL COMMON ELEMENT
- TDFA
- WCOG

- NOTES:
1. ALL UTILITIES WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN ACCORDANCE WITH THE UTILITIES COMPANY RECORDS.
 2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. ALL UTILITIES MUST BE BUILT.
 4. UTILITY SUPPLIERS ARE DTE ENERGY FOR GAS AND ELECTRIC, COMCAST FOR CABLE TELEVISION AND SBC OR TELEPHONE. ALL UTILITIES ARE TO BE INSTALLED AND MAINTAINED BY THE UNIT OWNERS.
 5. WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.

PROPOSED, DATED: 14 JUNE 2004



THISTLE DOWN FARMS

DEVELOPER:
 THISTLE DOWN, L.L.C.
 2400 S. INDUSTRIAL HWY. STE. K
 ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES
 2400 S. INDUSTRIAL HWY. STE. J
 ANN ARBOR, MI 48104
 TEL: (734) 794-0003
 FAX: (734) 794-0003
 WWW.ETONIC.COM

DATE: 06-14-04
 DRAWN BY: [blank]
 CHECKED BY: [blank]

SITE/UTILITY PLAN
 (UNITS 91-99)

12

THISTLE DOWN
FARMS

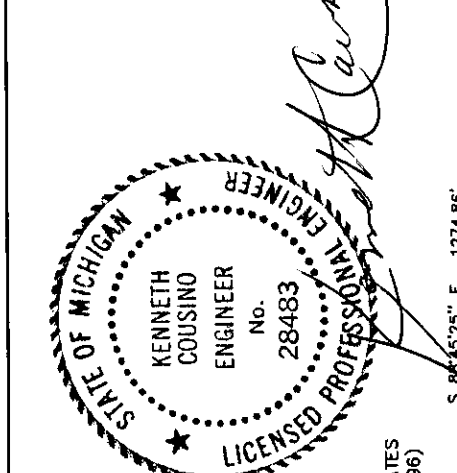
DEVELOPER:
THISTLE DOWN FARMS, L.L.C.
2450 S. INDUSTRIAL HWY. STE. K
ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES
CORPORATION
2450 S. INDUSTRIAL HWY. STE. J
ANN ARBOR, MI 48104
TEL: (734) 794-0000
FAX: (734) 794-0003
ETC@ETOC.COM
WWW.ETOC.COM

DATE:
DRAWN BY:
CHECKED BY:
DATE:

SITE/UTILITY PLAN
(UNITS 4-10, 15-20)

13



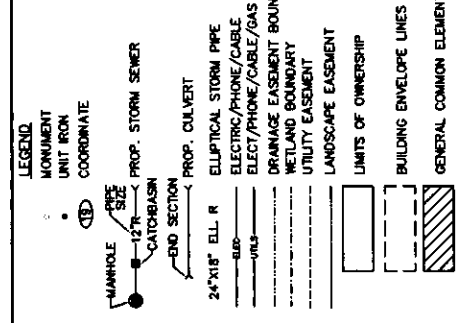
NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.

COUNTRY CREEK ESTATES
(LIBER 3428, PAGE 496)

S 86°45'25" E 1274.86'

S 01°35'19" W 654.68'

UNPLATTED



PROPOSED, DATED: 14 JUNE, 2004

STATE OF MICHIGAN
KENNETH COUSINO
ENGINEER
No. 28483
LICENSED PROFESSIONAL ENGINEER

NOTES:
1. ALL UNITS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.
2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE SHOWN ON AS-BUILT DRAWINGS.
3. ALL UTILITIES SHALL BE INSTALLED TO THE FRONT OF THE LOT.
4. UTILITY SUPPLIERS ARE SITE ENERGY FOR GAS AND ELECTRIC, COMCAST FOR CABLE TELEVISION AND SBC FOR TELEPHONE.
5. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
6. CURBS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.

TYPICAL UNIT CROSS SECTION

GENERAL COMMON ELEMENT

APPROXIMATE GROUND ELEVATION

BASE ELEVATION

GENERAL COMMON ELEMENT

LEGEND

MONUMENT

UNIT IRON

COORDINATE

MANHOLE

PROP. STORM SEWER

CATCHBASIN

END SECTION

PROP. CULVERT

24"x18" ELL. R

ELECTRICAL STORM PIPE

ELECTRICAL/PHONE/CABLE

ELECTRICAL/PHONE/CABLE/GAS

DRAINAGE EASEMENT BOUNDARY

WETLAND BOUNDARY

UTILITY EASEMENT

LANDSCAPE EASEMENT

LIMITS OF OWNERSHIP

BUILDING ENVELOPE LINES

GENERAL COMMON ELEMENT

PROPOSED CONTOUR

100' YEAR STORM ELEV

THISTLE DOWN FARMS ASSOCIATION

WASHTENAW COUNTY DRAIN COMMISSIONER

WASHTENAW COUNTY ROAD COMMISSION EASEMENT

30' WIDE PRIVATE EASEMENT TO W.C.B. AND THE TDFA FOR DRAINAGE

UNPLATTED

30' WIDE PRIVATE EASEMENT TO THE W.C.B. AND THE TDFA FOR DRAINAGE

15' PRIVATE EASEMENT FOR PUBLIC UTILITIES

15' WIDE PRIVATE EASEMENT TO THE W.C.B. AND THE TDFA FOR DRAINAGE

30' WIDE PRIVATE EASEMENT TO THE W.C.B. AND THE TDFA FOR DRAINAGE

Page: 16 of 21
08/17/2004 02:09P
L-4417 P-996
5584176
DRAWM
Peggy M Haines, Washtenaw

THISTLE DOWN FARMS

DEVELOPER:
 DEVELOPMENT, LLC
 2435 S. INDUSTRIAL HWY STE. K
 ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES CORPORATION
 2435 S. INDUSTRIAL HWY STE. J
 ANN ARBOR, MI 48104
 TEL: (734) 784-3032
 FAX: (734) 784-3033
 ETO@ETORINC.COM
 WWW.ETORINC.COM

DATE: 06-14-04

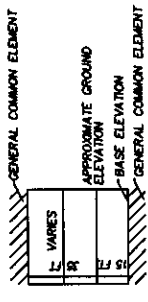
PROJECT NO.: 04-012

SITE UTILITY PLAN
 (UNITS 1-3, 11-14,
 68-74, 21-27)

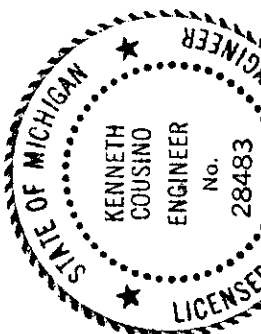
SHEET NO.: **14**



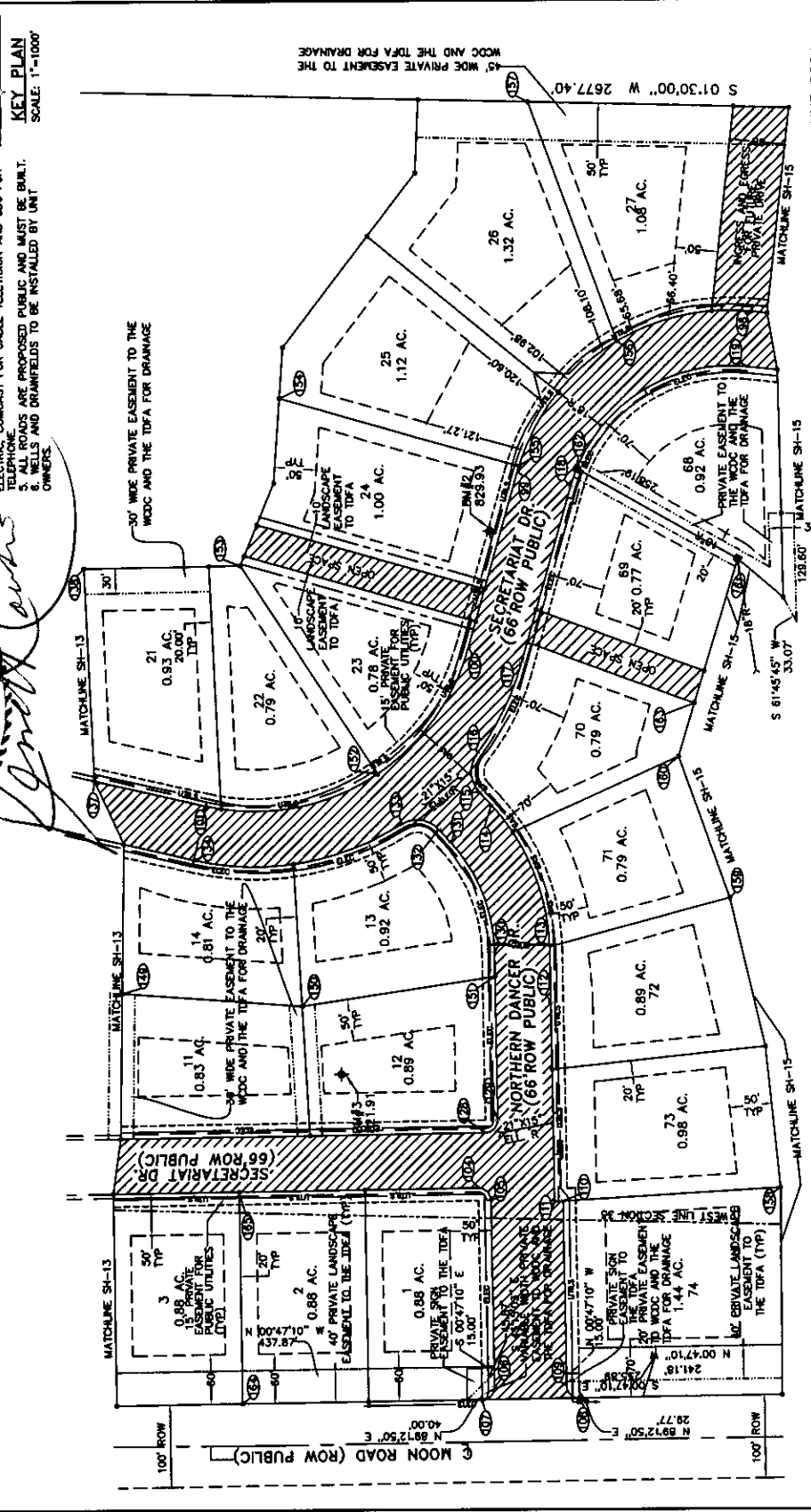
NOTE: FOR UNIT AREAS, BASE ELEVATIONS AND COORDINATE LISTINGS SEE SHEET 17.
TYPICAL UNIT CROSS SECTION



- KEY PLAN**
 SCALE: 1"=1000'
- NOTES:
 1. ALL UNITS WILL BE SERVED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES. THESE SERVICES WILL BE LOCATED ON THE 15' WIDE UTILITY EASEMENT.
 2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. ALL UTILITIES MUST BE BUILT.
 4. ALL UTILITIES ARE TO BE INSTALLED FOR GAS AND ELECTRIC. COMPACT FOR CABLE TELEVISION AND SEC FOR TELEPHONE.
 5. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT.
 6. WELLS AND DRAINFIELDS TO BE INSTALLED BY UNIT OWNERS.



LEGEND	
	MONUMENT
	UNIT IRON
	COORDINATE
	BENCHMARK
	M-SHIELD
	FIRE SIZE
	CATCHBASIN
	END SECTION
	PROP. CULVERT
	PROP. ELL. R PPE
	THISTLE DOWN FARMS ASSOCIATION
	WASHINGTON COUNTY DRAIN COMMISSIONER
	DRAINAGE EASEMENT
	BOUNDARY
	UTILITY EASEMENT
	WASHINGTON COUNTY ROAD COMMISSION DRAINAGE EASEMENT
	LANDSCAPE EASEMENT
	SIGN EASEMENT (1604 SF)
	ELECTRIC/PHONE/CABLE
	ELECT/PHONE/CABLE/GAS
	GAS
	BUILDING ENVELOPE LINES
	GENERAL COMMON ELEMENT
	LIMITS OF OWNERSHIP



PROPOSED, DATED: 14 JUNE 2004

Page: 17 of 21
 08/17/2004 02:09P

L-4417 P-996

Peggy M Haines, Washenaw DMA# 5584176

THISTLE DOWN FARMS

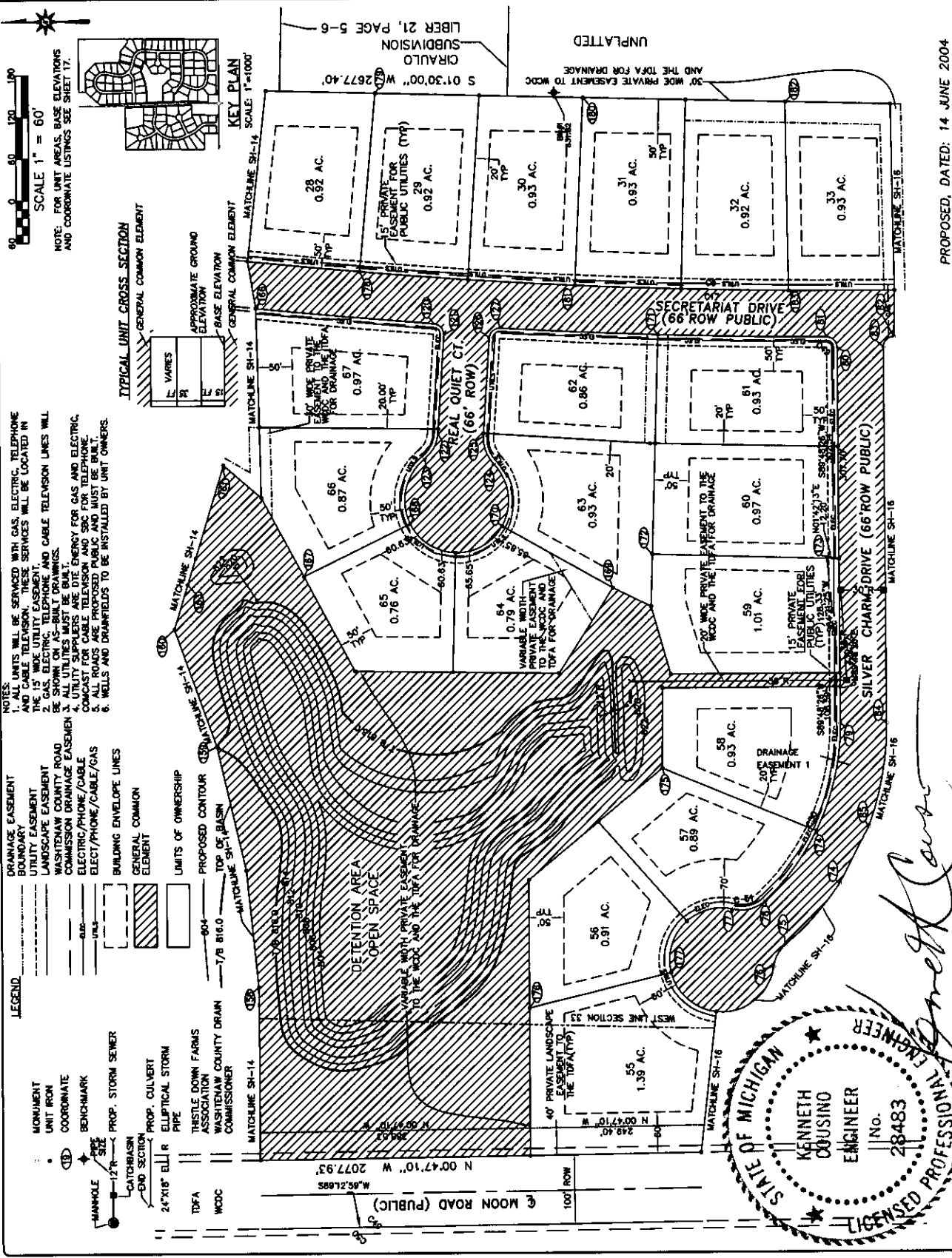
DEVELOPER:
 TRISTLE DOWN FARMS, LLC
 2455 S. INDUSTRIAL HWY STE. J
 ANN ARBOR, MI 48104

ENGINEERING TECHNOLOGIES CORPORATION
 2455 S. INDUSTRIAL HWY STE. J
 ANN ARBOR, MI 48104
 TEL: (734) 794-0032
 FAX: (734) 794-0033
 ETC@ETORC.COM
 WWW.ETORC.COM

DATE: 06-14-04
 DRAWN BY: D-14-04

SITE/UTILITY PLAN
 (UNITS 28-33, 55-67)

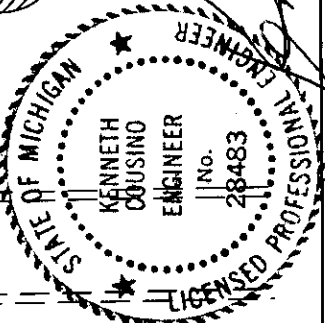
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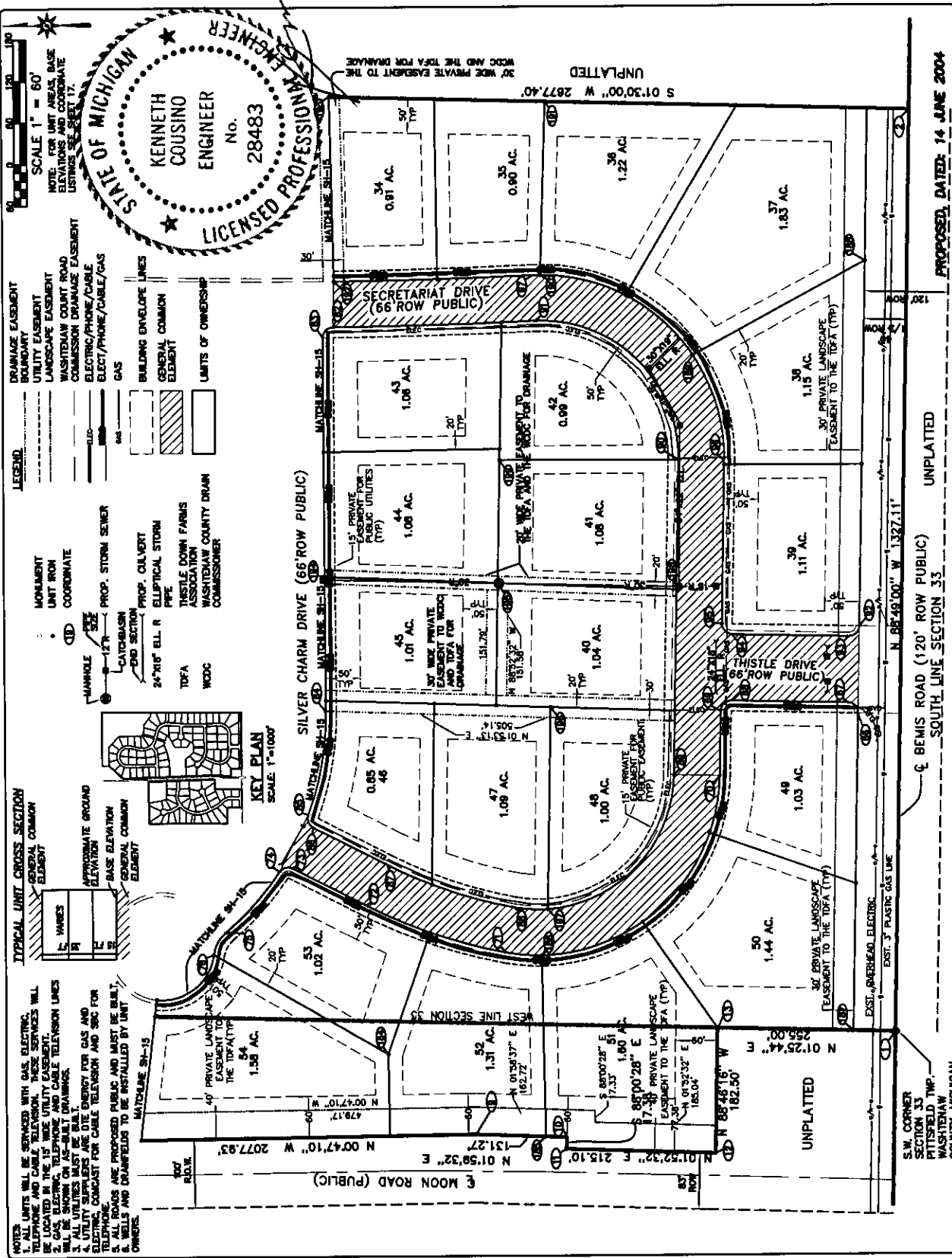
PROPOSED, DATED: 14 JUNE 2004



Peggy M Haines, Hashatenaw DWRM 5584176



Kenneth Cousino



THISTLE DOWN FARMS

Kenneth Cousino

DEVELOPER:
 THISTLE DOWN, L.L.C.
 10000 WASHINGTON STREET
 ANN ARBOR, MI 48106

ENGINEERING TECHNOLOGIES CORPORATION
 2500 S. INDUSTRIAL HWY. STE. J
 ANN ARBOR, MI 48106
 TEL: (734) 761-0000
 FAX: (734) 761-0003
 ENGINEERING@EITCORP.COM
 WWW.EITCORP.COM

16

SITE/UTILITY PLAN
 (UNITS 34-39, 40-54)

STATE OF MICHIGAN
KENNETH COUSINO
 ENGINEER
 No. 28483
LICENSED PROFESSIONAL ENGINEER

LEGEND:
 DRAINAGE EASEMENT
 BOUNDARY
 UTILITY EASEMENT
 LANDSCAPE EASEMENT
 WASHINGTON COUNTY ROAD COMMISSION DRAINAGE EASEMENT
 ELECTRIC/PHONE/CABLE EASEMENT
 MONUMENT
 UNIT IRON
 COORDINATE
 HANDBOLES
 PROP. STORM SEWER
 PROP. CULVERT
 PROP. ELLIPTICAL STORM PIPE
 24"x18" ELL. R.
 TIEA
 WDCG
 APPROXIMATE GROUND ELEVATION
 BASE ELEVATION
 GENERAL COMMON ELEMENT

TYPICAL UNIT CROSS SECTION
 GENERAL COMMON ELEMENT

KEY PLAN
 SCALE: 1"=1000'

NOTES:
 1. ALL LOTS WILL BE SERVICED WITH GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION. THESE SERVICES WILL BE LOCATED IN THE 15' WIDE UTILITY EASEMENT.
 2. GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES WILL BE BORED ON THE 15' WIDE UTILITY EASEMENT.
 3. UTILITY SUPPLIERS ARE OTE ENERGY FOR GAS AND ELECTRIC, COMCAST FOR CABLE TELEVISION AND SBC FOR TELEPHONE.
 4. ALL ROADS ARE PROPOSED PUBLIC AND MUST BE BUILT, GRADED AND DRAINAGE TO BE INSTALLED BY UNIT OWNER.

UNPLATTED
 S 01°30'00" W 2877.40'

UNPLATTED
 N 01°58'32" E 215.10'

UNPLATTED
 N 01°52'32" E 182.50'

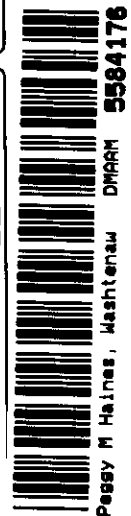
UNPLATTED
 N 88°48'16" W 182.50'

UNPLATTED
 N 88°49'00" W 1327.11'

UNPLATTED
 S 01°30'00" W 2877.40'

PROPOSED, DATED: 14 JUNE 2004

S.W. CORNER SECTION 33 POTTSFIELD TWP. WASHINGTON COUNTY, MICHIGAN



RECEIVED
FOR RECORD

MAR 19 2 23 PM '79

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.EASEMENT FOR RIGHT OF WAY.

In consideration of the sum of One Thousand One Hundred Dollars (\$1100.00), Emergene M. Dice and Mildred C. Ernst and ~~NOEL~~ Ernst and his wife, Frances Ernst of 7800 Moon Road, Saline, Michigan 48176, ("Grantor") hereby grants and conveys to General Telephone Company of Michigan, a Michigan Corporation, of 455 East Ellis Road, Muskegon, Michigan 49443 ("Grantee"), its successors and assigns, a perpetual easement for right of way for the purpose of constructing and maintaining lines of communication facilities consisting of only one buried cable** (SEE NOTE BELOW), together with the right of ingress and egress upon the herein described lands for the purpose of the easement granted, across, upon and over lands owned by Grantor situated in Section 32, Town 3S, Range 6E, Township of Pittsfield, County of Washtenaw, State of Michigan, more fully described as follows:

E 1/2 of SE 1/4 EXC BEG AT SE COR OF SEC TH N 0 DEG 09' W 295 0 FT TH S 89 DEG 39' W 182.5 FT TH N 01 DEG 49' E 214.26 FT TH S 88 DEG 11' E 16.42 FT TH N 01 DEG 49' E 131.27 FT TH N 01 DEG 07' W 2081.29 FT TH N 88 DEG 58' W 100 FT TH S 01 DEG 07' E 2050.13 FT TH W TO A PT 371.25 FT W OF W LINE OF E 1/2 of SE 1/4 TH S TO A PT 351.95 FT N OF S LINE OF SEC TH W 123.75 FT TH S 351.95 FT TH E ALG S LINE OF SEC TO PL OF BEG. SEC T S R6E 61.75 AC.

A one rod wide easement, the location of which shall be as follows:

PARALLEL AND ADJACENT TO THE WEST RIGHT OF WAY LINE OF MOON ROAD COMMENCING AT A POINT WHERE THE EAST-WEST QUARTER LINE OF SAID SECTION INTERSECTS WITH THE MOON ROAD RIGHT OF WAY AND THENCE GOING SOUTH ALONG SAID MOON ROAD RIGHT OF WAY FOR A DISTANCE OF ONLY 462 FT (28 RODS)

**THIS EASEMENT SPECIFICALLY GRANTED FOR PURPOSES OF ACCOMODATING THE TELEPHONE CABLE PLACED ON THIS PROPERTY IN ERROR IN THE SUMMER OF 1977. THE EXTENT OF PROPERTY OWNER (GRANTOR) LIABILITY IS HEREBY UNDERSTOOD TO BE NO MORE THAN WHAT IS NEEDED FOR COMPLIANCE WITH MICHIGAN PUBLIC ACT NO. 53, OF THE PUBLIC ACTS OF 1974.

Grantor reserves the right to use the strip for purposes which will not interfere with Grantee's enjoyment of the rights hereby granted; provided Grantor shall not erect any permanent structure within the easement.

It is agreed that the Grantee shall indemnify Grantor against any loss and damage which shall be caused by the construction, maintenance, or presence of said telephone facilities, the rights of ingress and egress, or by any act or omission of the Grantee, its agents or employees.

It is further agreed, as a part of the consideration of this conveyance that should the Grantor, their heirs, successors or assigns, choose at any time to develop the land over which this easement has been granted, the Grantee, for itself, its heirs, and assigns, covenants with Grantor, that Grantee, at its own cost and expense, will lower, alter, repair, maintain, or do any other act which is necessary to the development of said land in accordance with plans adopted by the Grantor.

This Grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of February, 1979.

Donna R. Miles
Witness DONNA R. MILES

GRANTOR

Emergene M. Dice
Emergene M. Dice

Mildred C. Ernst
Mildred C. Ernst

Neil J. Ernst
Neil J. Ernst

Frances Ernst
Frances Ernst

Donna R. Miles
Witness DONNA R. MILES

Ronald E. Sobota
Witness RONALD E. SOBOTA

GRANTEE - GENERAL TELEPHONE COMPANY OF MICHIGAN

By J. W. Bussing
J. W. BUSSING
Its: CONSTRUCTION ADMINISTRATOR TECUMSEH RC-8323

STATE OF MICHIGAN)
) ss.
COUNTY OF Washtenaw

On this 23rd day of February, 1979, before me the subscriber, a Notary Public, in and for Washtenaw County, and acting in Washtenaw County, personally appeared Emergene M. Dice and Mildred C. Ernst and Neil J. Ernst and his wife, Frances Ernst, of 7800 Moon Road, Saline, Michigan 48176, to me known to be the persons named in and who executed the within instrument as Grantor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

Donna R. Miles
Notary Public DONNA R. MILES
Washtenaw County, Michigan
My Commission Expires: 9-26-81



STATE OF MICHIGAN)
) ss.
COUNTY OF LENAWE

On this 13th day of MARCH, 1979, before me the subscriber, a Notary Public, in and for LENAWE County, and acting in LENAWE County, personally appeared General Telephone Company of Michigan, by J. W. BUSSING, its CONSTRUCTION ADMINISTRATOR, 455 East Ellis Road, Muskegon, Michigan 49443, to me known to be the person named in and who executed the within instrument on behalf of the Grantee, and acknowledged that HE executed the same as HIS free act and deed for the intents and purposes therein mentioned.

Ronald E. Sobota
Notary Public RONALD E. SOBOTA
LENAWE County, Michigan
My Commission Expires: MAY 20, 1981

RONALD SOBOTA
Notary Public, Lenawee County, Mich.
My Comm. Expires May 20, 1981

Instrument Drafted By:
Charles L. Lasky
Reid, Reid, Mackay,
Emery & De Vine, P.C.
1220 Commerce Center Building
300 South Capitol Avenue
Lansing, Michigan 48933
(517) 487-6566

DRAFTED BY:
RONALD E. SOBOTA
GENERAL TELEPHONE CO.
P.O. BOX 278
TECUMSEH, MICH. 49296



OFFICIAL SEAL
05/27/2004
L-4394 P-766

Washtenaw Co., MI
Peggy M. Haines
CLERK
REGISTER



Page: 1 of 14
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Peggy M Haines, Washtenaw AG 5560957 L-4394 P-766

AGREEMENT TO ESTABLISH THE THISTLE DOWN FARMS
DRAIN DRAINAGE DISTRICT

1403

THIS AGREEMENT, made and entered into this 18th day of May, 2004, by and between JANIS BOBRIN, Washtenaw County Drain Commissioner, (COMMISSIONER) acting for and on behalf of the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT (P.O. Box 8645, Ann Arbor, MI 48107), of the County of Washtenaw, State of Michigan, a public body corporate, hereinafter referred to as the DISTRICT, and Thistle Downs L.L.C. (2455 S. Industrial Park, Ste K, Ann Arbor, MI 48104), Thomas R. Helmer and Mindy M. Helmer, husband and wife (194 Marsh Drive, Folsom, CA 95630-8575), John D. McCullough and Carol A. McCullough, husband and wife (12009 Maple Road, Saline, MI 48176-9516), David G. Helmer and Jennifer Helmer, husband and wife (7500 Noble Road, Saline, MI 48176-8840), Jerry L. Helmer and Ruthann Helmer, husband and wife (7171 E. Michigan Ave., Saline, MI 48176), hereinafter referred to as the OWNER/DEVELOPER.

WITNESSETH:

WHEREAS, Section 433 of Act Number 40 of the Public Acts of 1956, Michigan, as amended, The Drain Code authorizes the Drain Commissioner to enter into an agreement with a landowner and OWNER/DEVELOPER, if any, to establish an existing private drain which was constructed by the landowner or OWNER/DEVELOPER to service an area on his or her own land as a County or Intercounty Drain; and

WHEREAS, JANIS BOBRIN, Washtenaw County Drain Commissioner, acting on behalf of the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT, will have under her jurisdiction the THISTLE DOWN FARMS DRAIN (DRAIN); and

WHEREAS, the DRAIN COMMISSIONER, through and by the DISTRICT, is in charge of operation and maintenance of the THISTLE DOWN FARMS DRAIN to service lands in the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT; and

WHEREAS, the THISTLE DOWN FARMS DRAIN will be a County Drain located in Sections 32 & 33 of Pittsfield Township; and

WHEREAS, the OWNER/DEVELOPER has provided storm drainage for the lands comprised within the THISTLE DOWN FARMS DRAINAGE DISTRICT, which are described in Exhibit A as attached and made a part hereof.

WHEREAS, the OWNER/DEVELOPER further understands that as the freeholder and owner of the lands included in this Agreement in the Township of Pittsfield, sect 32 & 33 in which said THISTLE DOWN FARMS DRAIN and the lands to be drained thereby are located, that the lands as described in Exhibit A known as the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT will be subject to assessments for the cost of construction, operation, inspection and maintenance of the DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, are in the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT; and

WHEREAS, the OWNER/DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish his or her private drain as a County Drain; and

WHEREAS, the OWNER/DEVELOPER, has agreed to assume the total cost of said improvement; and

WHEREAS, a certificate has been obtained from a registered professional engineer retained by the OWNER/DEVELOPER to the effect that the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet, without detriment to or diminution of the drainage service that the outlet presently provides.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree to as follows:

1. The DISTRICT agrees to establish the THISTLE DOWN FARMS DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the OWNER/DEVELOPER.
2. The storm water drainage facilities of the THISTLE DOWN FARMS DRAIN shall be constructed under the supervision, direction and control of the DISTRICT according to plans, specifications and project designs approved by the DISTRICT and on file in the Office of the Washtenaw County Drain Commissioner.
3. The OWNER/DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:
 - a. Administrative Fees for the establishment of the THISTLE DOWN FARMS DRAIN.

- b. Actual expenses incurred by the DISTRICT for inspection of the construction of the DRAIN.
- c. A construction contingency item computed as ten percent (10%) of the construction cost as determined by the DISTRICT, provided, should any balance remain in the contingency fund, such balance shall be refunded to the OWNER/DEVELOPER upon the following terms and conditions:
 - i. A period of one (1) year shall expire after final acceptance of the project by the DISTRICT at which time the OWNER/DEVELOPER shall request that the DISTRICT make a final inspection.
 - ii. The DISTRICT shall proceed with final inspection of the project, and following such inspection, the DISTRICT shall make the necessary correction of any defects on the project payable out of contingency funds.
 - iii. At such time as the corrections have been completed by the DISTRICT, the OWNER/DEVELOPER shall file with the DISTRICT a sworn Statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he, she or it shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment. The Contractor shall also submit a Contractor's Declaration and Affidavit. The remaining contingency balance may then be refunded to the OWNER/DEVELOPER.
- d. The establishment of a permanent maintenance fund in an amount of 5% of the construction cost but not to exceed \$2500.00.

The OWNER/DEVELOPER'S cost to the DISTRICT to establish the DRAIN, incidental of actual construction expenses, is hereby determined as follows:

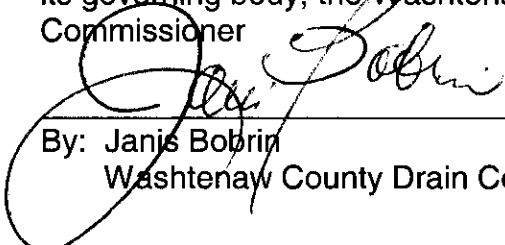
i. Administrative fees	\$ 2,500.00
ii. Estimated Inspection 10% of project cost; unused monies to be returned to the OWNER/DEVELOPER. OWNER/DEVELOPER may secure services of a certified professional engineer for inspection; in such cases, inspection procedures and schedule must be approved by the Office of the Washtenaw County Drain Commissioner	\$ 27,408.00
iii. Contingency 10% of project cost	\$ 27,408.00

iv. Permanent Maintenance Fund \$ 2,500.00
Total Cost: \$ 59,816.00

- 4. The OWNER/DEVELOPER shall forthwith deposit said Balance Due with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.
- 5. The OWNER/DEVELOPER shall provide the Washtenaw County Drain Commissioner and/or the DISTRICT with a Letter of Credit, escrow account, or cash in the sum of 100% of the construction cost of the DRAIN, to remain in effect until final acceptance of the project by the DISTRICT.
- 6. It is agreed that the OWNER/DEVELOPER shall convey to the DISTRICT the final plat or condominium documents, description of the drainage district and such easement and Rights-of-Way as may be necessary to accomplish the purposes herein set forth, and legal description of route and course of drain, and do so without charge therefore.
- 7. The OWNER/DEVELOPER further agrees to provide, without charge, one (1) set of reproducible mylar "Record Drawings" of the drain as built, which shall include design calculations showing flow rates, imperviousness factors, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.
- 8. The OWNER/DEVELOPER further agrees to provide to the DISTRICT, without charge, one (1) copy of the Master Deed Agreement, as recorded with the Washtenaw County Clerk/Registrar of Deeds for condominium developments.
- 9. The foregoing payment of the cost of the project is agreed and understood as being for the sole benefit of the THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Michigan Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.
- 10. It is agreed that the Drain Commissioner's maintenance of these drainage facilities shall be consistent with the Drain Commissioner's normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.
- 11. This Agreement shall become effective upon its execution by the OWNER/DEVELOPER and by the DISTRICT and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers as of the day and year first above written.

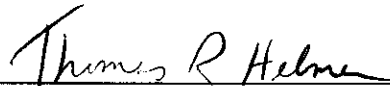
THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT,
County of Washtenaw, State of Michigan, acting as its governing body, the Washtenaw County Drain Commissioner


By: Janis Bobrin
Washtenaw County Drain Commissioner


THISTLE DOWNS, L.L.C.

By: 
Phil Conlin, President, The Conlin Company


Its: Manager

By: 
Thomas R. Helmer, a married man

Its: Owner

By: 
Mindy M. Helmer

Its: Owner

By: 
John D. McCullough, a married man

Its: Owner

By: Carol A. McCullough
Carol A. McCullough

Its: Owner

By: David G. Helmer
David G. Helmer, a married man

Its: Owner

By: Jennifer Helmer
Jennifer Helmer

Its: Owner

By: Jerry L. Helmer
Jerry L. Helmer, a married man

Its: Owner

By: Ruthann Helmer
Ruthann Helmer

Its: Owner

Drafted by: Deborah L. Neaton
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645

When recorded, please return to:
Office of the Drain Commissioner
P.O. Box 8645
Ann Arbor MI 48107-8645



ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 18th day of May, 2004 before me, a Notary Public in and for said County, appeared JANIS BOBRIN, Washtenaw County Drain Commissioner, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

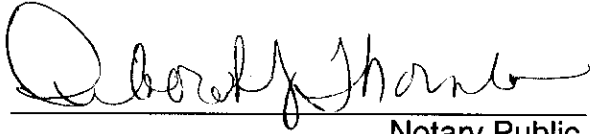
Linda D. Oslin
Linda D. Oslin, Notary Public
Washtenaw County, Michigan
My Commission Expires December 20, 2005



ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

On this 31ST day of MARCH, 2004 before me, a Notary Public in and for said County, appeared Phil Conlin, to me personally known, who being duly sworn did say that he is the President of The Conlin Company, the Manager of Thistle Downs, L.L.C., and that said instrument was signed on behalf of said Company, by authority of its Board of Directors and the said Board acknowledged said instrument to be the free act and deed of said signatory.



_____, Notary Public
_____, Michigan
My Commission Expires _____.

DEBORAH J. THORNER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 30th day of MARCH, 2004 before me, a Notary Public in and for said County, appeared THOMAS R. HELMER and MINDY M. HELMER, husband and wife, to me personally known, who being duly sworn did say that s/he is the person described in and who executed the foregoing instrument and that s/he executed the same as his/her act and deed.

Deborah J. Thornber
_____, Notary Public
_____, Michigan
My Commission Expires _____.

DEBORAH J. THORNBUR
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005



ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 30th day of MARCH, 2004 before me, a Notary Public in and for said County, appeared JOHN D. MCCULLOUGH and CAROL A. MCCULLOUGH, husband and wife, to me personally known, who being duly sworn did say that s/he is the person described in and who executed the foregoing instrument and that s/he executed the same as his/her act and deed.

Deborah J. Thornber
_____, Notary Public
_____, Michigan
My Commission Expires _____.

DEBORAH J. THORNER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005



ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 31st day of March, 2004 before me, a Notary Public in and for said County, appeared DAVID G. HELMER and JENNIFER HELMER, husband and wife, to me personally known, who being duly sworn did say that s/he is the person described in and who executed the foregoing instrument and that s/he executed the same as his/her act and deed.

Deborah J. Thornber
_____, Notary Public
_____, Michigan
My Commission Expires _____.

DEBORAH J. THORNER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005



ACKNOWLEDGMENT

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On this 31ST day of MARCH, 2004 before me, a Notary Public in and for said County, appeared JERRY L. HELMER and RUTHANN HELMER, husband and wife, to me personally known, who being duly sworn did say that s/he is the person described in and who executed the foregoing instrument and that s/he executed the same as his/her act and deed.

Deborah J. Thornber
_____, Notary Public
_____, Michigan
My Commission Expires _____.

DEBORAH J. THORNER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005

Attachment A

DRAINAGE DISTRICT APPLICANT INFORMATION SHEET

The following are the sole owners of the following lands:

<u>Tax Code Number</u>	<u>Parcel Number</u>
L- 12-32-100-013	
L- 12-32-400-003	
L- 12-32-400-009	
L- 12-32-400-013	
L- 12-33-300-013	

located in Section 32 & 33 of Pittsfield Twp, County of Washtenaw, State of Michigan, which encompasses the lands in the proposed THISTLE DOWN FARMS DRAIN DRAINAGE DISTRICT.

Following are the names and addresses of all persons who are required to sign the final plat or master deed agreement as proprietors:

Thistle Downs, LLC, 2455 S. Industrial Park, Ste K, Ann Arbor, MI 48104

Thomas R. Helmer and Mindy M. Helmer, husband and wife, 194 Marsh Drive
Folsom, CA 95630-8575

John D. McCullough and Carol A. McCullough, husband and wife, 12009 Maple Road
Saline, MI 48176-9516

David G. Helmer and Jennifer Helmer, husband and wife, 7500 Noble Road,
Saline, MI 48176-8840

Jerry L. Helmer and Ruthann Helmer, husband and wife, 7171 E. Michigan Ave.
Saline, MI 48176



Thistle Down Farms Drainage District

Legal Descriptions:

Commencing at the Southwest corner of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, State of Michigan and also being the Point of Beginning; thence N 01°25'44" E 255.00 feet along the west line of said Section 33; thence N 88°46'16" W 182.50 feet; thence the following five (5) courses along the Easterly right-of-way line of Moon Road, N 01°52'32" E 215.10 feet, S 88°00'28" E 17.38 feet, N 01°59'32" E 131.27 feet, N 00°47'10" W 2077.93 feet, and N 01°41'10" E 165.88 feet; thence N 43°36'48" E 444.32 feet; thence N 01°41'10" E 161.58 feet; thence S 88°45'25" E 1274.86 feet along the North line of the South ¼ of the West ½ of the Northwest ¼ of said Section 33 as established by Washtenaw Engineering Survey Job Number 16861; thence S 01°35'19" W 654.68 feet along the East line of the West ½ of the Northwest ¼ of said Section; thence S 01°30'00" W 2677.40 feet along the East line of the West ½ of the Southwest ¼ of said Section; thence N 88°49'00" W 1327.11 feet along the South line of said Section and the centerline of said Bemis Road to the Point of Beginning being the Southwest corner of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, State of Michigan. Being a part of the Northwest ¼ and Southwest ¼ of said Section 33 and part of the Southeast ¼ and Northeast ¼ of Section 32 and containing 114.14 acres of land, more or less subject to easements and restrictions of record, if any, and together with parcel of land described as:

Commencing at the Southeast corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, State of Michigan; thence N 88°46'38" W 502.69 feet along the South line of said Section 32 and the centerline of Bemis Road for a Point of Beginning; thence continuing N 88°46'38" W 430.45 feet along said Section line and centerline; thence N 00°09'22" E 348.50 feet; thence N 88°46'38" W 378.90 feet; thence N 01°24'10" E 2039.66 feet along the West line of the East ½ of the Southeast ¼ of said Section 32; thence N 81°18'16" E 173.07 feet; thence S 01°10'41" E 197.74 feet; thence S 89°45'24" E 633.08 feet; thence N 16°04'54" W 239.96 feet; thence N 50°06'05" E 21.86 feet; thence S 16°04'54" E 254.65 feet; thence S 89°45'24" E 152.20 feet; thence S 00°47'10" E 1587.42 feet along the Westerly right-of-way line of Moon Road; thence N 87°43'55" W 232.30 feet; thence S 01°59'22" W 652.14 feet to the Point of Beginning. Being a part of the Southeast ¼ of said Section 32 and containing 47.13 acres of land, more or less.



OFFICIAL SEAL

12/07/04

L-4443 P-130

Washtenaw Co., MI
Peggy M. Haines
Clerk Register



ACS-5609292-EAS-2004
Peggy M Haines, Washtenaw

Page: 1 of 5

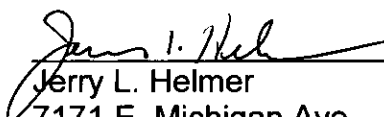
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L-4443 P-130


GRANT OF EASEMENT

We the undersigned hereby grant a 12' permanent easement, described in the attached Exhibit "A", for the installation, maintenance and repair of an underground gas line and other public and private utilities including, but limited to, electric, phone and cable lines to benefit the property, lying northwesterly of Units 6 and 7 of Thistle Down Farms, according to the Master Deed recorded in Liber 4366, Page 230, Washtenaw County Records, and amended by First amendment to Master Deed Recorded in Liber 4417, Page 996, Washtenaw County records, designated as Replat No. 1 of Washtenaw County Condominium Subdivision Plan No. 450, together with rights in general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, and described in attached Exhibit "B"

Dated this 1st day of DECEMBER, 2004



Jerry L. Helmer
7171 E. Michigan Ave.
Saline, MI 48176



Ruthann Helmer, his wife

Thistle Downs, L.L.C.
A Michigan Limited Liability Company



by: Philip F. Conlin, it's Manager
2455 S. Industrial Ste. K
Ann Arbor, MI 48104



STATE OF MICHIGAN
COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 1st day of DECEMBER, 2004 by Jerry L. Helmer and Ruthann Helmer, his wife

Deborah J. Thornber, Notary Public
Washtenaw County, Michigan
My Commission Expires: 11-25-05
Acting in Washtenaw County

STATE OF MICHIGAN
COUNTY OF WASHTENAW

The foregoing document was acknowledged before me this 1st day of DECEMBER, 2004 by Philip F. Conlin, Manager of Thistle Downs, L.L.C., a Michigan Limited Liability Company, on behalf of the Company

Deborah J. Thornber, Notary Public
Washtenaw County, Michigan
My Commission Expires: 11-25-05
Acting in Washtenaw County

Drafted by:
Jerry L. Helmer
7171 E. Michigan Ave.
Saline, MI 48176

When recorded return to:
Philip F. Conlin
2455 S. Industrial Ste. K ✓
Ann Arbor, MI 48104



ACS-5609292-EAS-2004
Peggy M Heines, Washtenaw

L-4443 P-130

Exhibit A

Legal description of utility easement including gas, electric, phone and cable

Beginning at the Southwest Corner of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, State of Michigan; thence N 01°25'44" E 2678.45 feet along the West line of said Section 33; thence N 21°56'12" E 237.99 feet to the POINT OF BEGINNING; thence N 43°58'35" W 201.75 feet; thence N 43°36'48" E 12.01 feet; thence S 43°58'35" E 202.25 feet; thence 12.00 feet along the arc of a circular curve left, through a central angle of 02°36'16", a radius of 264.01 feet, and a chord bearing of S 46°01'25" W 12.00 feet to the POINT OF BEGINNING, containing 0.06 acres more or less and being subject to easements and restrictions of record, if any.

Tax code number: PT L-12-33-305-007 Part of
PT L-12-33-305-006 Address: 7512 + 7496
SECRETARIAT DR

SURVEY OF LAND IN THE
 NORTHWEST 1/4 OF SECTION 33 AND
 THE NORTHEAST 1/4 OF SECTION 32
 T3S, R6E, PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN

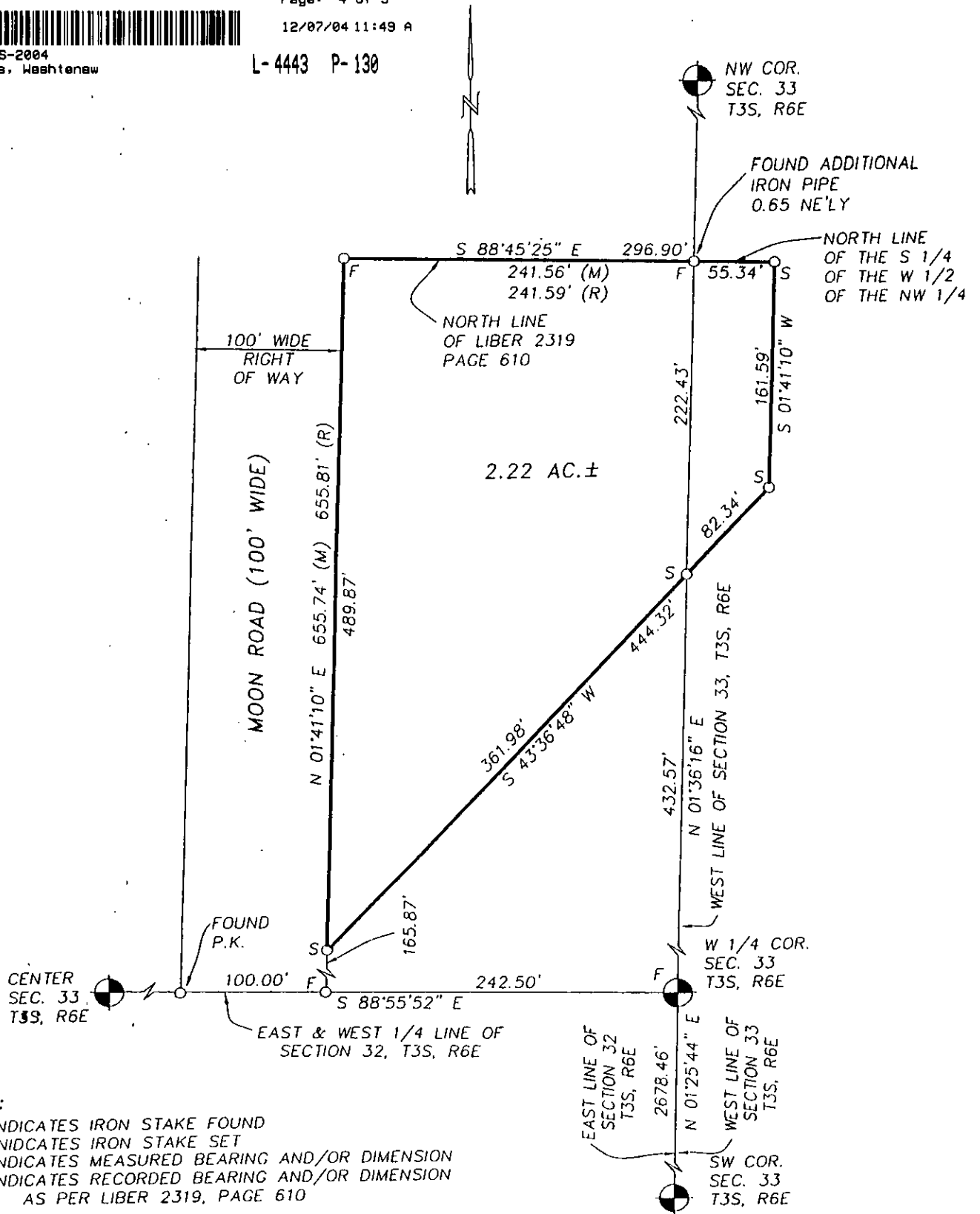
Page: 4 of 5

12/07/04 11:49 A



ACS-5609292-EAS-2004
 Peggy M Haines, Washtenaw

L-4443 P-130



LEGEND:

- F INDICATES IRON STAKE FOUND
- S INDICATES IRON STAKE SET
- (M) INDICATES MEASURED BEARING AND/OR DIMENSION
- (R) INDICATES RECORDED BEARING AND/OR DIMENSION AS PER LIBER 2319, PAGE 610

CLIENT: JOHN D. McCULLOUGH

SECTION 32 & 33 T 3S R 6E

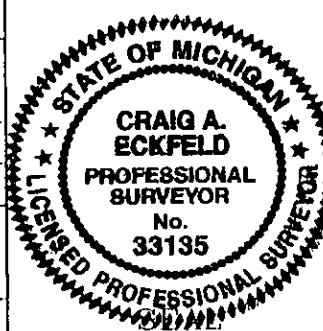
PITTSFIELD TOWNSHIP

COUNTY OF WASHTENAW

STATE OF MICHIGAN

MA
 SC
 PS
 SM

 PROFESSIONAL SURVEYOR NO. 33135



JOB NO: 2004-028

SCALE-1 INCH = 100 FEET

DRAWN T.A.S.

DATE 03/23/2004

CHECKED C.A.E.

REVISED 03/26/2004

REVISED

FILE NAME: 2004-028

SHEET 1 OF 2



C. Wilson & Associates, Inc.
 Land Surveying

901 Taylor Street, Suite B,
 Chelsea, Michigan 48118
 Telephone 734/475-1407 Fax 734/475-6919

DESCRIPTION: 2.22 Acre Parcel

Commencing at the Southwest 1/4 Corner of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence along the West line of said Section, N 01 deg. 25' 44" E 2678.46 feet to the West 1/4 Corner of said Section 33; thence continuing along the West line of said Section N 01 deg. 36' 16" E 432.57 feet for a POINT OF BEGINNING; thence S 43 deg. 36' 48" W 361.98 feet to a point on the Easterly right of way line of Moon Road, (100' wide); thence along said Easterly right of way line N 01 deg. 41' 10" E 489.87 feet; thence S 88 deg. 45' 25" E 241.56 feet (recorded as 241.59 feet) to a point on the West line of said Section 33; thence along the North line of the South 1/4 of the West 1/2 of the Northwest 1/4 of said Section S 88 deg. 45' 25" E 55.34 feet; thence S 01 deg. 41' 10" W 161.59 feet; thence S 43 deg. 36' 48" W 82.34 feet to the Point of Beginning. Containing 2.22 acres of land more or less and being a part of the Northwest 1/4 of Section 33, T3S, R6E, and the Northeast 1/4 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Subject to easements and restrictions.

CERTIFICATE OF SURVEY:

Bearings as shown on this survey were determined in the following manner: From a previous survey by Arbor Land Consultants, showing the West line of Section 33 as bearing N 01 deg. 25' 44" E.

I hereby certify that this survey was prepared under my direct supervision, and that the ratio of closure on the unadjusted field observations of such survey exceeded 1/5,000 in accuracy, and that all of the requirements of P.A. 132, 1970, as amended, have been complied with.

WITNESSES:

West 1/4 Corner Section 33
 1/2" Iron Pipe with Remon. Cap
 12" Hickory N'y 20.00
 10" Hickory N40deg.W 14.12
 12" Hickory N85deg.W 11.74
 14" Cherry S'y 28.90
 8" Cherry S45deg.W 31.00

Center of Section 33
 1" Iron Pipe
 6" Twin Box Elder East 36.87
 10" Box Elder S11deg.W 115.9
 NE Corner Shed S14deg.W 141.7
 Iron in centerline Pavement

Southwest Corner Section 33
 3/4" Iron Pipe with Remon Cap inside Mon. Box
 Stump S74deg.E 129.06
 24" Spruce N65deg.W 141.85
 SE Corner House N40deg.W 125.4
 1-1/2" Iron Pipe S4deg.W 33.24
 Telephone Pole S55deg.W 45.50
 14" Spruce N36deg.W 76.4
 ROW Pipe N05deg.E 33.32
 Utility Pole N82deg.E 128.30
 NE Corner Section 5, T4S, R6E, WEST 217.7

Northwest Corner Section 33
 3/4" Iron Pipe with Remon. Cap
 10" Maple N16deg.W 130.35
 10" Maple N54deg.W 143.55
 Power Pole S81deg.W 108.55
 NE Corner Brick Pillar S79deg.E 54.60
 Power Pole N64deg.E 37.73



L-4443 P-130

Tax code number: L-12-32-100-013

Address: 7453 MOON ROAD

CLIENT: JOHN D. McCULLOUGH			JOB NO: 2004-028
SECTION 32 & 33	T 3S R 6E		
PITTSFIELD TOWNSHIP			SCALE-1 INCH = 100 FEET
COUNTY OF WASHTENAW			DRAWN T.A.S.
STATE OF MICHIGAN		DATE 03/23/2004	CHECKED C.A.E.
M A S C P S M			REVISD 03/26/2004
	PROFESSIONAL SURVEYOR NO. 33135		REVISD
			FILE NAME: 2004-028
		SHEET 1 OF 2	

C W A C. Wilson & Associates, Inc.
 Land Surveying

901 Taylor Street, Suite B,
 Chelsea, Michigan 48118
 Telephone 734/475-1407 Fax 734/475-6919



OFFICIAL SEAL

03/14/05

L-4464 P-695

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 3

03/14/05 02:34 P



ACS-5630993-EAS-2005
Lawrence Kestenbaum, Washtenaw

L-4464 P-695

20
3

Detroit Edison Overhead Easement (Right of Way) No. 284658

On 9th February, 2005, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

JERRY L. HELMER AND RUTHANN HELMER, HUSBAND/WIFE
7171 E. MICHIGAN AVENUE
SALINE, MI 48176

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in PITTSFIELD Township, WASHTENAW County, Michigan described as:
SEE ATTACHED LEGAL DESCRIPTION

The "Right of Way Area" is a part of Grantor's Land and is described as:

A 12 FOOT WIDE EASEMENT AS INDICATED ON D.E .DWG. 284658 WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

- Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
- Access:** Grantee has the right of access to and from the Right of Way Area.
- Buildings or other Permanent Structures:** No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
- Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
- Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
- Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

X Philip F. Corwin
PHILIP F. CORWIN

X Deborah J. Thornber
DEBORAH J. THORNER

Grantor: (Type or print name below signature)

Jerry L. Helmer
JERRY L. HELMER

Ruthann Helmer
RUTHANN HELMER

Acknowledged before me in WASHTENAW County, Michigan, on February 9, 2005, by JERRY L. HELMER AND RUTHANN HELMER, HUSBAND/WIFE.

Notary's Stamp
DEBORAH J. THORNER
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Nov 25, 2005

Notary's Signature
Deborah J. Thornber
Acting in Washtenaw County

Prepared by and Return to: DOREEN GAY, DETROIT EDISON COMANY, 982 BROADWAY, ANN ARBOR, MI 48105



ACS-5630993-EAS-2005
Lawrence Kestenbaum, Washtenaw

L-4464 P-695

LEGAL DESCRIPTION

EAST SIDE OF PROJECT (114.14 AC.)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN AND ALSO BEING THE POINT OF BEGINNING; THENCE N 01°25'44" E 255.00 FEET ALONG THE WEST LINE OF SAID SECTION 33 TO A POINT OF BEGINNING; THENCE N 88°46'16" W 182.50 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MOON ROAD, N 01°52'32" E 215.10 FEET, S 88°00'28" E 17.38 FEET, N 01°59'32" E 131.27 FEET, N 00°47'10" W 2077.93 FEET, AND N 01°41'10" E 165.88 FEET; THENCE N 43°36'48" E 444.32 FEET; THENCE N 01°41'10" E 161.58 FEET; THENCE S 88°45'25" E 1274.86 FEET ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 AS ESTABLISHED BY WASHTENAW ENGINEERING SURVEY JOB NUMBER 16861; THENCE S 01°35'19" W 654.68 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 01°30'00" W 2677.40 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N 88°49'00" W 1327.11 FEET ALONG THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF SAID BEMIS ROAD TO THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SECTION 33, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN. BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SAID SECTION 33 AND PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF SECTION 32 AND CONTAINING 114.14 ACRES OF LAND, MORE OR LESS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, AND TOGETHER WITH PARCEL OF LAND DESCRIBED AS:

WEST SIDE OF PROJECT (46.28 AC.)

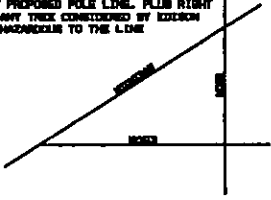
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN; THENCE N 88°46'38" W 502.69 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 AND THE CENTERLINE OF BEMIS ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING N 88°46'38" W 430.45 FEET ALONG SAID SECTION LINE AND CENTERLINE; THENCE N 00°09'22" E 348.50 FEET; THENCE N 88°46'38" W 378.90 FEET; THENCE N 01°24'10" E 1868.84 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE S 89°45'24" E 995.45 FEET; THENCE S 00°47'10" E 1587.42 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MOON ROAD; THENCE N 87°43'55" W 232.30 FEET; THENCE S 01°59'22" W 652.14 FEET TO THE PLACE OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND CONTAINING 46.28 ACRES OF LAND, MORE OR LESS.

THISTLE DOWN SUBDIVISION
JERRY L. HELMER / RUTHANN HELMER
RFLW 284658

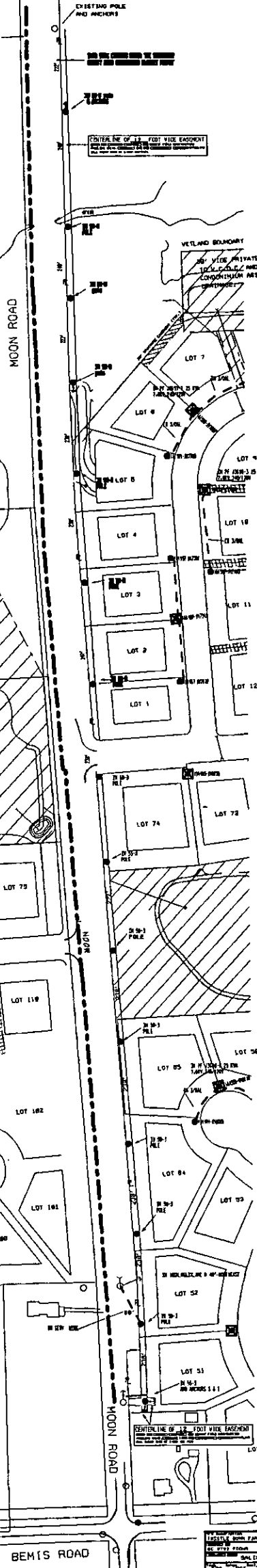
TAX ID: 12-32-100-013
12-32-400-009

RIGHT OF WAY REQUIRED TO CUT AND TRIM ALL TREES 25' EACH SIDE OF PROPOSED POLE LINE, PLUS RIGHT OF WAY TO CUT ANY TREE CONSIDERED BY EDCORP TO BE HAZARDOUS TO THE LINE

1" = 100'	1" = 200'	1" = 300'	1" = 400'	1" = 500'	1" = 600'	1" = 700'	1" = 800'	1" = 900'	1" = 1000'
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PITTSFIELD DRAIN NO 5



THE CONLIN COMPANY
 2455 S. INDUSTRIAL, STE. K
 ANN ARBOR, MI. 48104
 FAX: 313-232-1888-813

1" = 100'	1" = 200'	1" = 300'	1" = 400'	1" = 500'	1" = 600'	1" = 700'	1" = 800'	1" = 900'	1" = 1000'
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Project Name	Project No.	Scale	Date	Drawn By	Checked By	Approved By
Site Plan	12345	1" = 100'	12/15/05	J. Smith	M. Jones	D. Brown





OFFICIAL SEAL

07/15/05

L-4492 P-468

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 2



ACS-5658771-D-2005-2
Lawrence Kestenbaum, Washtenaw

12:52 P
07/15/05

L-4492 P-468

WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS: That Jerry L. Helmer and Ruthann Helmer, husband and wife whose address is 7171 E. Michigan Ave., Saline, MI 48176, the owner(s) of certain land in Section ~~3~~, ~~1233~~ Pittsfield Township, Washtenaw County, Convey(s) and Warrant(s) to the Board of County Road Commissioners of the County of Washtenaw, a Public Body Corporate, whose address is 555 N. Zeeb Road, Ann Arbor, Michigan 48103, to-wit:

60.00 Foot road right-of-way described as Bemis Road Right-of-Way on ATTACHMENT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

for and in consideration of One AND 00/100 (\$1.00) Dollars,

subject only to existing easements, restrictions and/or rights-of-way of record.

Dated this 19th day of August, 2004

SIGNED

Jerry L. Helmer

Ruthann Helmer

STATE OF MICHIGAN }
 }ss.
COUNTY OF WASHTENAW }

The foregoing instrument was acknowledged before me this 19th day of August 2004, by Jerry L. Helmer and Ruthann Helmer, his wife, as his/her/its free act and deed.

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 32132 *mt*

Deborah J. Thornber
Notary Public,
Acting in Washtenaw County, MI
My commission expires 11-25-05

Property Tax # ^{PT} 12-33-300-013
Drafted by:
Jerry L. Helmer
7171 E. Michigan Ave.
Saline, MI 48176



✓ When recorded return to
Washtenaw County Road Commission
555 N. Zeeb Road
Ann Arbor, MI 48103

CERTIFICATE OF SURVEY



SOUTH 1/4 COR.
SEC. 33, T3S, R6E
PITTSFIELD TWP.



SCALE: 1" = 60'

LEGEND

- SET IRON
- ⊕ SECTION CORNER

Page: 2 of 2

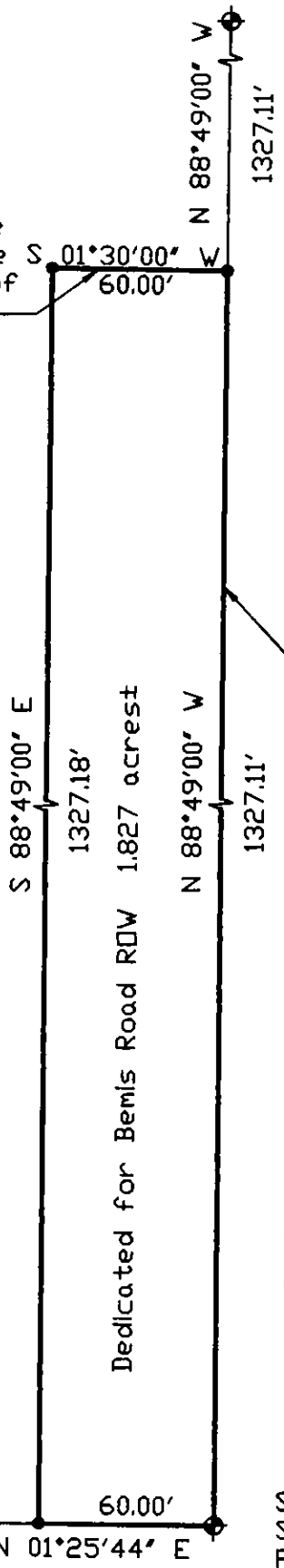


12:52 P
07/15/05

ACS-5658771-D-2005-2
Lawrence Kestenbaum, Washtenaw

L-4492 P-468

East line of the
West 1/2 of the S
Southwest 1/4 of
Section 33



Legal Description for Bemis Road Right-of-Way -
Dedicated to The Washtenaw County Road
Commission

Beginning at the Southwest corner of Section 33, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan; thence N 01°25'44" E 60.00 feet along the West line of Section 33; thence S 88°49'00" E 1327.18 feet; thence along the East line of the West 1/2 of the Southwest 1/4 of said Section 33 S 01°30'00" W 60.00 feet; thence along the South line of said Section 33 N 88°49'00" W 1327.11 feet to the Southeast corner of said Section 33 and the Point of Beginning. Containing 1.827 acres of land more or less.

WITNESSES

W. 1/4 COR. SECTION 33 - FD. REMON CAP
NAIL IN 12" TWIN CHERRY - S4°W 28.91'
NAIL IN 10" HICKORY - WEST 11.78'
NAIL IN 8" HICKORY - N40°W 14.17'
NAIL IN 10" HICKORY - NORTH 20.15'

WITNESSES

S. 1/4 COR. SECTION 33 - FD. REMON CAP
NAIL/TAG IN 37" HICKORY - S21°W 104.67'
NAIL/TAG IN 24" MAPLE - S33°W 67.80'
NAIL/TAG IN 28" MAPLE - S51°W 66.47'
NAIL/TAG IN POWER POLE - N52°E 45.81'

WITNESSES

S.W. COR. SECTION 33 - FD. REMON CAP
SE CORNER HOUSE - N40°W 125.40'
NAIL/TAG IN TEL POLE - S55°W 45.50'
NAIL/TAG IN UTIL POLE - N82°E 128.30'
1 1/2" IRON PIPE - S04°W 33.24'

WEST 1/4 COR.
SEC. 33, T3S, R6E
PITTSFIELD TWP.

SOUTHWEST COR.
SEC. 33, T3S, R6E
PITTSFIELD TWP.

BEARINGS BASED ON THE CONDOMINIUM
SITE OF "COUNTRY CREEK ESTATES"

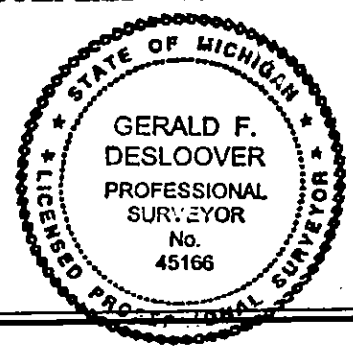
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE ON APRIL 21, 2004 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/42,000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED HAVE BEEN COMPLIED WITH.

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
CLIENT: ENGINEERING TECHNOLOGIES, INC.

DATE 6/24/2004
DRAWN GFD
SCALE: 1" = 60'
SHEET 3 OF 5
JOB # 040220C

Gerald F. Desloover
GERALD F. DESLOOVER
PROFESSIONAL SURVEYOR
NO. 45166
2125 GLENCOE HILLS #2
ANN ARBOR, MI 48108
734-677-7000





OFFICIAL SEAL

07/15/05
L-4492 P-471

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 7



ACS-5658774-EAS-2005-7
Lawrence Kestenbaum, Washtenaw

12:52 P
07/15/05

L-4492 P-471

PUBLIC ROAD EASEMENT

KNOWN ALL MEN BY THESE PRESENT, that Jerry L. Helmer and Ruthann Helmer, husband and wife, whose address is, 7171 E. Michigan Ave., Saline, Michigan 48176, the owner(s) of certain land in Section 33, Pittsfield Township, Washtenaw County, do hereby grant and convey to the Board of County Road Commissioners of the County of Washtenaw, a Public Body Corporate, whose address is 555 N. Zeeb Road, Ann Arbor, Michigan 48103, an easement for highway purposes over the following property:

* AND SECTION 32

Various width road rights-of-way described as Thistle Drive, Silver Charm Drive, Secretariat Drive, Real Quiet Court and Northern Dancer Drive on ATTACHMENT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

This conveyance includes a release of any and all claims arising from or incidental to the widening, draining, and improving of the road and the location thereof, including the removal of such trees, shrubs vegetation, gravel, soil and other materials as the Washtenaw County Road Commission determines to be necessary in the construction and maintenance of said road.

For and in consideration of One AND 00/100 (\$1.00) Dollars.

Dated this 19th day of August, 2004

GRANTOR(S):

Jerry L. Helmer

Ruthann Helmer

STATE OF MICHIGAN }
 }SS.
COUNTY OF WASHTENAW }

The foregoing instrument was signed before me this 19th day of August, 2004, by Jerry L. Helmer and Ruthann Helmer, his wife, as his/her/its free act and deed.

Deborah J. Thornber
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County
My Commission expires : 11-25-05

Property Tax # PT 12-32-400-013
PT 12-33-300-013
Prepared by:
Jerry L. Helmer

7171 E. Michigan Ave.
Saline, MI 48176

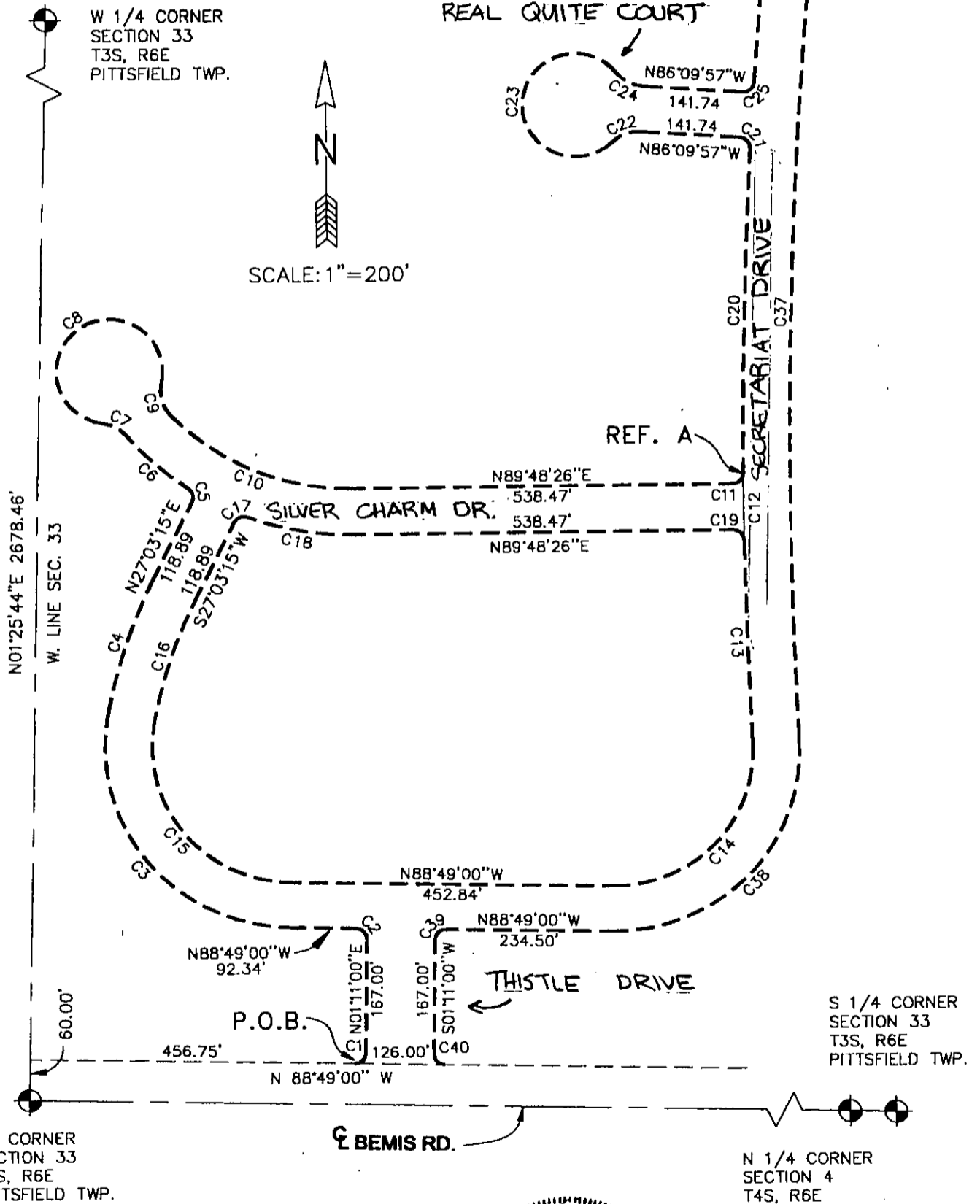
✓ When recorded return to:
Washtenaw County Road Commission
Right of Way Section
555 N. Zeeb Road
Ann Arbor, MI 48103

16

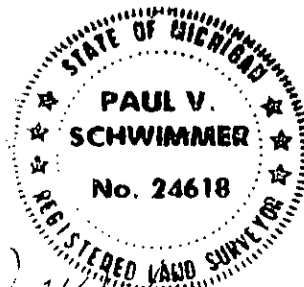
THISTLE DOWN FARM RIGHT OF WAY

MATCHLINE SHT 2 OF 6

"ATTACHMENT A"

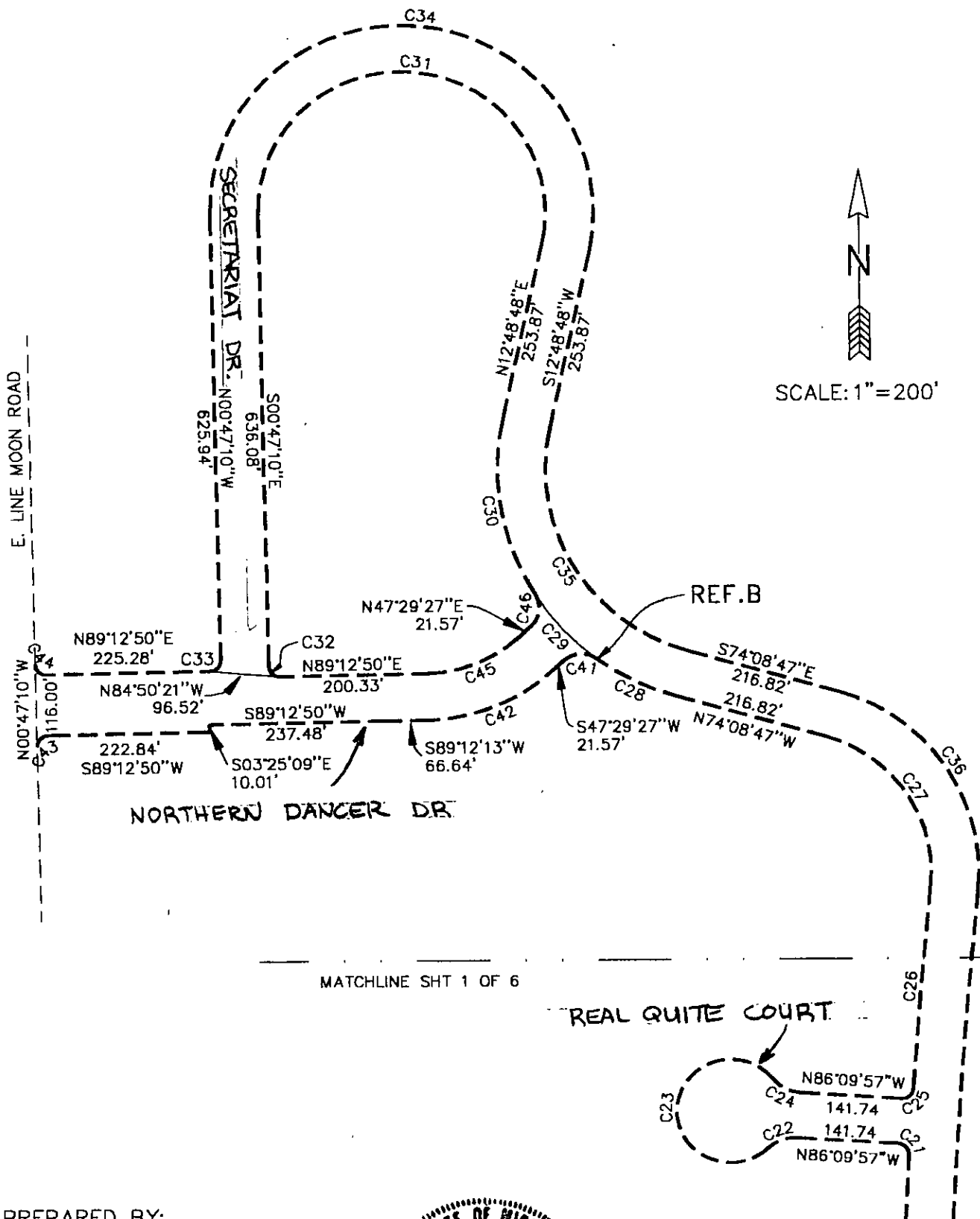


PREPARED BY:
ARBOR LAND CONSULTANTS
2936 MADRONO
ANN ARBOR, MI 48103
(734)-669-2960
DATE: 12/10/2001

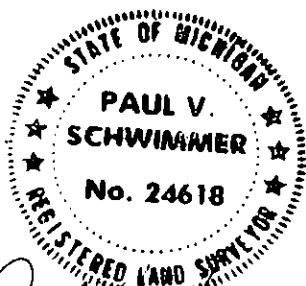


Paul V. Schwimmer

THISTLE DOWN FARM RIGHT OF WAY "ATTACHMENT A"



PREPARED BY:
ARBOR LAND CONSULTANTS
2936 MADRONO
ANN ARBOR, MI 48103
(734)-669-2960
DATE: 12/10/2001



Paul V. Schwimmer

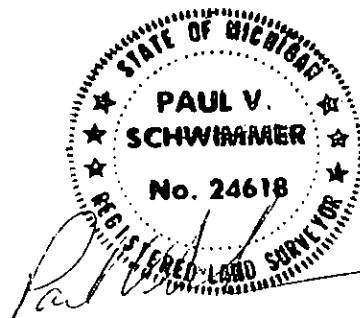


THISTLE DOWN FARM RIGHT OF WAY "ATTACHMENT A"

CURVE TABLE

NUMBER	DELTA ANGLE	R '	ARC L '	CHD L '	CHD
C1	90°00'00"	15.00	23.56	21.21	N 46°11'00" E
C2	90°00'00"	15.00	23.56	21.21	N 43°49'00" W
C3	99°07'15"	263.00	454.99	400.33	N 39°15'22" W
C4	16°45'00"	733.00	214.29	213.53	N 18°40'45" E
C5	83°33'39"	15.00	21.88	19.99	N 14°43'34" W
C6	16°13'12"	413.00	116.92	116.53	N 48°23'47" W
C7	42°18'48"	50.00	36.93	36.09	N 61°26'36" W
C8	275°59'53"	75.00	361.28	100.37	N 55°23'57" E
C9	56°53'01"	50.00	49.64	47.63	S 15°02'37" E
C10	46°42'27"	347.00	282.87	275.11	S 66°50'21" E
C11	89°39'30"	15.00	23.47	21.15	N 44°58'41" E
C12	00°41'00"	8033.00	95.82	95.82	S 00°11'34" E
C13	02°05'33"	8033.00	293.36	293.35	S 01°34'51" E
C14	93°48'37"	197.00	322.55	287.71	S 44°16'41" W
C15	99°07'15"	197.00	340.81	299.87	N 39°15'22" W
C16	16°45'00"	667.00	194.99	194.30	N 18°40'45" E
C17	83°33'39"	15.00	21.88	19.99	N 68°50'05" E
C18	20°48'28"	413.00	149.99	149.16	S 79°47'20" E
C19	89°39'30"	15.00	23.47	21.15	S 45°21'49" E
C20	03°20'37"	8033.00	468.77	468.71	N 01°49'14" E
C21	89°39'30"	15.00	23.47	21.15	N 41°20'12" W
C22	48°23'40"	50.00	42.23	40.99	S 69°38'13" W
C23	276°47'19"	75.00	362.32	99.60	N 03°50'03" E
C24	48°23'40"	50.00	42.23	40.99	S 61°58'07" E
C25	89°39'30"	15.00	23.47	21.15	N 49°00'18" E
C26	02°05'18"	8033.00	292.79	292.77	N 05°13'12" E
C27	80°24'38"	197.00	276.48	254.34	N 33°56'28" W
C28	20°45'18"	333.00	120.63	119.97	N 63°46'08" W
C29	21°31'50"	333.00	125.13	124.40	N 42°37'34" W
C30	44°40'27"	333.00	259.64	253.12	N 09°31'25" W
C31	193°51'55"	198.01	669.98	393.12	N 84°07'09" W
C32	90°00'00"	15.00	23.56	21.21	S 45°47'10" E
C33	89°54'27"	15.00	23.54	21.20	N 44°15'37" E
C34	193°49'47"	264.01	893.13	524.18	S 84°06'05" E
C35	86°57'36"	267.00	405.24	367.45	S 30°39'59" E
C36	80°24'38"	263.00	369.10	339.55	S 33°56'28" E
C37	08°53'28"	7967.00	1236.33	1235.09	S 01°49'07" W
C38	93°48'37"	263.00	430.61	384.10	S 44°16'41" W
C39	90°00'00"	15.00	23.56	21.21	S 46°11'00" W
C40	90°00'00"	15.00	23.56	21.21	S 43°49'00" E
C41	81°33'38"	35.00	49.82	45.72	S 88°16'15" W
C42	40°39'39"	263.00	186.64	182.75	S 67°49'16" W
C43	90°00'00"	15.00	23.56	21.21	S 44°12'50" W
C44	90°00'00"	15.00	23.56	21.21	S 45°47'10" E
C45	41°43'27"	197.00	143.46	140.31	N 68°21'10" E
C46	79°21'06"	35.00	48.47	44.69	N 07°48'54" E

PREPARED BY:
ARBOR LAND CONSULTANTS
2936 MADRONO
ANN ARBOR, MI 48103
(734)-669-2960
DATE: 12/10/2001

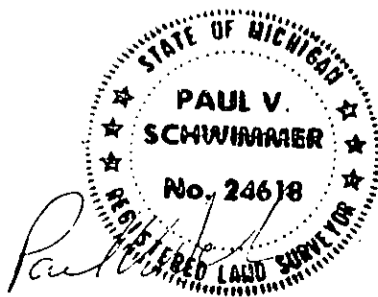


THISTLE DOWN FARM RIGHT OF WAY "ATTACHMENT A"

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Section 33, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence N01°25'44"E 60.00 feet along the West line of Section 33; thence S88°49'00"E 456.75 feet to the POINT OF BEGINNING; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears N46°11'00"E 21.21 feet; thence N01°11'00"E 167.00 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears N43°49'00"W 21.21 feet; thence N88°49'00"W 92.34 feet; thence 454.99 feet along the arc of a circular curve right, through a central angle of 99°07'15", a radius of 263.00 feet, and a chord which bears N39°15'22"W 400.33 feet; thence 214.29 feet along the arc of a circular curve right, through a central angle of 16°45'00", a radius of 733.00 feet, and a chord which bears N18°40'45"E 213.53 feet; thence N27°03'15"E 118.89 feet; thence 21.88 feet along the arc of a circular curve left, through a central angle of 83°33'39", a radius of 15.00 feet, and a chord which bears N14°43'34"W 19.99 feet; thence 116.92 feet along the arc of a circular curve right, through a central angle of 16°13'12", a radius of 413.00 feet, and a chord which bears N48°23'47"W 116.53 feet; thence 36.93 feet along the arc of a circular curve left, through a central angle of 42°18'48", a radius of 50.00 feet, and a chord which bears N61°26'36"W 36.09 feet; thence 361.28 feet along the arc of a circular curve right, through a central angle of 275°59'53", a radius of 75.00 feet, and a chord which bears N55°23'57"E 100.37 feet; thence 49.64 feet along the arc of a circular curve left, through a central angle of 56°53'01", a radius of 50.00 feet, and a chord which bears S15°02'37"E 47.63 feet; thence 282.87 feet along the arc of a circular curve left, through a central angle of 46°42'27", a radius of 347.00 feet, and a chord which bears S66°50'21"E 275.11 feet; thence N89°48'26"E 538.47 feet; thence 23.47 feet along the arc of a circular curve left, through a central angle of 89°39'30", a radius of 15.00 feet, and a chord which bears N44°58'41"E 21.15 feet to REFERENCE POINT A; thence 95.82 feet along the arc of a circular REFERENCE curve left, through a central angle of 00°41'00", a radius of 8033.00 feet, and a chord which bears S00°11'34"E 95.82 feet; thence continuing 293.36 feet along the arc of a circular curve left, through a central angle of 02°05'33", a radius of 8033.00 feet, and a chord which bears S01°34'51"E 293.35 feet; thence 322.55 feet along the arc of a circular curve right, through a central angle of 93°48'37", a radius of 197.00 feet, and a chord which bears S44°16'41"W 287.71 feet; thence N88°49'00"W 452.84 feet; thence 340.81 feet along the arc of a circular curve right, through a central angle of 99°07'15", a radius of 197.00 feet, and a chord which bears N39°15'22"W 299.87 feet; thence 194.99 feet along the arc of a circular curve right, through a central angle of 16°45'00", a radius of 667.00 feet, and a chord which bears N18°40'45"E 194.30 feet; thence N27°03'15"E 118.89 feet; thence 21.88 feet along the arc of a circular curve right, through a central angle of 83°33'39", a radius of 15.00 feet, and a chord which bears N68°50'05"E 19.99 feet; thence 149.99 feet along the arc of a circular curve left, through a central angle of 20°48'28", a radius of 413.00 feet, and a chord which bears S79°47'20"E 149.16 feet; thence N89°48'26"E 538.47 feet; thence 23.47 feet along the arc of a circular curve right, through a central angle of 89°39'30", a radius of 15.00 feet, and a chord which bears S45°21'49"E 21.15 feet;

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ANN ARBOR, MI 48103
(734)-669-2960
DATE: 12/10/2001

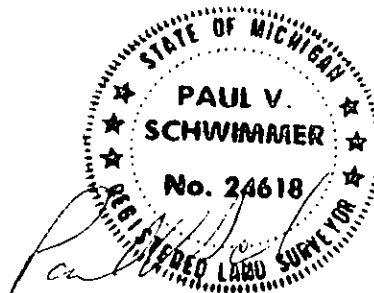


THISTLE DOWN FARM RIGHT OF WAY "ATTACHMENT A"

LEGAL DESCRIPTION CONT.

[thence 95.82 feet along the arc of a circular REFERENCE curve right, through a central angle of 00°41'00", a radius of 8033.00 feet, and a chord which bears N00°11'34"W 95.82 feet returning to said REFERENCE POINT A;] thence 468.77 feet along the arc of a circular curve right, through a central angle of 03°20'37", a radius of 8033.00 feet, and a chord which bears N01°49'14"E 468.71 feet; thence 23.47 feet along the arc of a circular curve left, through a central angle of 89°39'30", a radius of 15.00 feet, and a chord which bears N41°20'12"W 21.15 feet; thence N86°09'57"W 141.74 feet; thence 42.23 feet along the arc of a circular curve left, through a central angle of 48°23'40", a radius of 50.00 feet, and a chord which bears S69°38'13"W 40.99 feet; thence 362.32 feet along the arc of a circular curve right, through a central angle of 276°47'19", a radius of 75.00 feet, and a chord which bears N03°50'03"E 99.60 feet; thence 42.23 feet along the arc of a circular curve left, through a central angle of 48°23'40", a radius of 50.00 feet, and a chord which bears S61°58'07"E 40.99 feet; thence S86°09'57"E 141.74 feet; thence 23.47 feet along the arc of a circular curve left, through a central angle of 89°39'30", a radius of 15.00 feet, and a chord which bears N49°00'18"E 21.15 feet; thence 292.79 feet along the arc of a circular curve right, through a central angle of 02°05'18", a radius of 8033.00 feet, and a chord which bears N05°13'12"E 292.77 feet; thence 276.48 feet along the arc of a circular curve left, through a central angle of 80°24'38", a radius of 197.00 feet, and a chord which bears N33°56'28"W 254.34 feet; thence N74°08'47"W 216.82 feet; thence 120.63 feet along the arc of a circular curve right, through a central angle of 20°45'18", a radius of 333.00 feet, and a chord which bears N63°46'08"W 119.97 feet to REFERENCE POINT B; thence continuing 125.13 feet along the arc of a circular REFERENCE curve right, through a central angle of 21°31'50", a radius of 333.00 feet, and a chord which bears N42°37'34"W 124.40 feet; thence continuing 259.64 feet along the arc of a circular curve right, through a central angle of 44°40'27", a radius of 333.00 feet, and a chord which bears N09°31'25"W 253.12 feet; thence N12°48'48"E 253.87 feet; thence 669.98 feet along the arc of a circular curve left, through a central angle of 193°51'55", a radius of 198.01 feet and a chord which bears N84°07'09"W 393.12 feet; thence S00°47'10"E 636.08 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears S45°47'10"E 21.21 feet; thence along a REFERENCE line N84°50'21"W 96.52 feet; thence 23.54 feet along the arc of a circular curve left, through a central angle of 89°54'27", a radius of 15.00 feet, and a chord which bears N44°15'37"E 21.20 feet; thence N00°47'10"W 625.94 feet; thence 893.13 feet along the arc of a circular curve right, through a central angle of 193°49'47", a radius of 264.01 feet, and a chord which bears S84°06'05"E 524.18 feet; thence S12°48'48"W 253.87 feet; thence 405.24 feet along the arc of a circular curve left, through a central angle of 86°57'36", a radius of 267.00 feet, and a chord which bears S30°39'59"E 367.45 feet; thence S74°08'47"E 216.82 feet; thence 369.10 feet along the arc of a circular curve right, through a central angle of 80°24'38", a radius of 263.00 feet, and a chord which bears S33°56'28"E 339.55 feet; thence 1236.33 feet along the arc of a circular curve left, through a central angle of 08°53'28", a radius of 7967.00 feet, and a chord which bears S01°49'07"W 1235.09 feet; thence 430.61 feet along the arc of a circular curve right, through a central

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DATE: 12/10/2001



THISTLE DOWN FARM RIGHT OF WAY "ATTACHMENT A"

LEGAL DESCRIPTION CONT.

angle of 93°48'37", a radius of 263.00 feet, and a chord which bears S44°16'41"W 384.10 feet; thence N88°48'60"W 234.50 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears S46°11'00"W 21.21 feet; thence S01°11'00"W 167.00 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears S43°49'00"E 21.21 feet; thence N88°49'00"W 126.00 feet to the POINT OF BEGINNING, and also containing a portion beginning at said REFERENCE POINT B; thence 49.82 feet along the arc of a circular curve left, through a central angle of 81°33'38", a radius of 35.00 feet, and a chord which bears S88°16'15"W 45.72 feet; thence S47°29'27"W 21.57 feet; thence 186.64 feet along the arc of a circular curve right, through a central angle of 40°39'39", a radius of 263.00 feet, and a chord which bears S67°49'16"W 182.75 feet; thence S89°12'13"W 66.64 feet; thence S89°12'50"W 237.48 feet; thence S03°25'09"E 10.01 feet; thence S89°12'50"W 222.84 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears S44°12'50"W 21.21 feet; thence N00°47'10"W 116.00 feet; thence 23.56 feet along the arc of a circular curve left, through a central angle of 90°00'00", a radius of 15.00 feet, and a chord which bears S45°47'10"E 21.21 feet; thence N89°12'50"E 225.28 feet; thence along said REFERENCE line S84°50'21"E 96.52 feet; thence N89°12'50"E 200.33 feet; thence 143.46 feet along the arc of a circular curve left, through a central angle of 41°43'27", a radius of 197.00 feet, and a chord which bears N68°21'10"E 140.31 feet; thence N47°29'27"E 21.57 feet; thence 48.47 feet along the arc of a circular curve left, through a central angle of 79°21'06", a radius of 35.00 feet, and a chord which bears N07°48'54"E 44.69 feet; thence 125.13 feet along the arc of said REFERENCE curve, through a central angle of 21°31'50", a radius of 333.00 feet, and a chord which bears S42°37'34"E 124.40 feet to said REFERENCE POINT B; containing 12.476 acres, more or less.

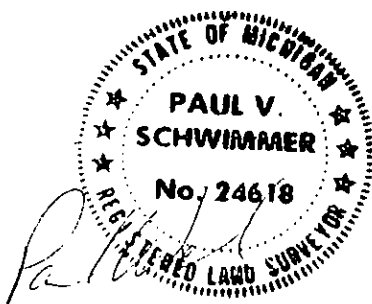
WITNESSES:

S 1/4 CORNER SECTION 33
ALUM. REMON CAP IN MON BOX
S33°W 67.80' NAIL IN 24" MAPLE
S51°W 66.47' NAIL IN 28" MAPLE
N52°E 45.61' NAIL IN POWER POLE
N40°W 94.76' NAIL IN 30" WILLOW
N90°W 201.53' N1/4 CORNER SEC. 4

W 1/4 CORNER SECTION 33
ALUM. REMON CAP IN MON BOX
S04°W 28.91' NAIL IN 12" CHERRY
N89°W 11.78' NAIL IN 10" HICKORY
N39°W 14.17' NAIL IN 6" HICKORY
N03°E 20.15' NAIL IN 10" HICKORY

SW CORNER SECTION 33
ALUM REMON CAP IN MON BOX
N65°W 141.85' 24" SPRUCE
S04°W 33.24' FOUND IRON
S55°W 45.50' NAIL IN TEL. POLE
N36°W 76.40' 14" SPRUCE

PREPARED BY:
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2936 MADRONO
ANN ARBOR, MI 48103
(734)-669-2960
DATE: 12/10/2001





OFFICIAL SEAL

07/15/05

L-4492 P-473

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 11

12:52 P
07/15/05
L-4492 P-473
ACS-5658776-EAS-2005-11
Lawrence Kestenbaum, Washtenaw

**EASEMENT FOR
STORM AND ROAD DRAINAGE PURPOSES**

KNOW ALL MEN BY THESE PRESENTS: that: Jerry L. Helmer and Ruthann Helmer, husband and wife, whose address is: 7171 E. Michigan Ave., Saline, Michigan 48176 grant and convey to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW, a Public Body Corporate, whose address is 555 North Zeeb Road, Ann Arbor, Michigan 48103, a easement for road and storm drainage purposes over the following described premises situated in Sections 32 and 33 , of the Township of Pittsfield, County of Washtenaw, and State of Michigan, described as:

SEE ATTACHMENT "A"

This easement is granted for the purpose of construction and maintenance of a storm sewer to carry storm water drainage to an existing drainage outlet.

Nothing in this grant of easement shall be construed to create any obligation on the part of the Board of County Road Commissioners to make repairs or alterations to the storm sewer or any other structure incident thereto which may be constructed pursuant to this easement.

This conveyance includes a release of any and all claims to damages in anyway arising from or incident to the installation and maintenance of said drain across, under, and through said premises; and shall be deemed a sufficient conveyance to vest in the Board of County Road Commissioners an easement over said lands for the perpetual use for storm and road drainage purposes together with such rights of entry upon and passage over of such material and equipment as may be necessary for the construction and proper maintenance of said drain. The Board of County Road Commissioners holds harmless the Grantor from any and all claims to damages in anyway arising from or incident to the installation of said drain.

As a part of the consideration for the granting of this easement, the Board of County Road Commissioners hereby agrees that at the completion of the installation of the underground drain, the surface area disturbed during construction shall be graded, reseeded and restored.

Dated this 19th day of August 2004

SIGNED:

Jerry L. Helmer
Jerry L. Helmer

Ruthann Helmer
Ruthann Helmer

STATE OF MICHIGAN }
 } SS.
COUNTY OF WASHTENAW }

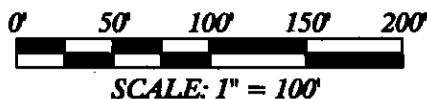
The foregoing instrument was acknowledged before me this 19th day of August, 2004 by Jerry L. Helmer and Ruthann Helmer, his wife, as his/her/its free act and deed.

Deborah J. Thornber
Deborah J. Thornber
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 11-25-05

Parcel ID # 12-32-400-013 PT +
12-33-300-013-PT
Prepared by and Return to:
Washtenaw County Road Commission
Right of Way Section
555 N. Zeeb Road
Ann Arbor, MI 48103



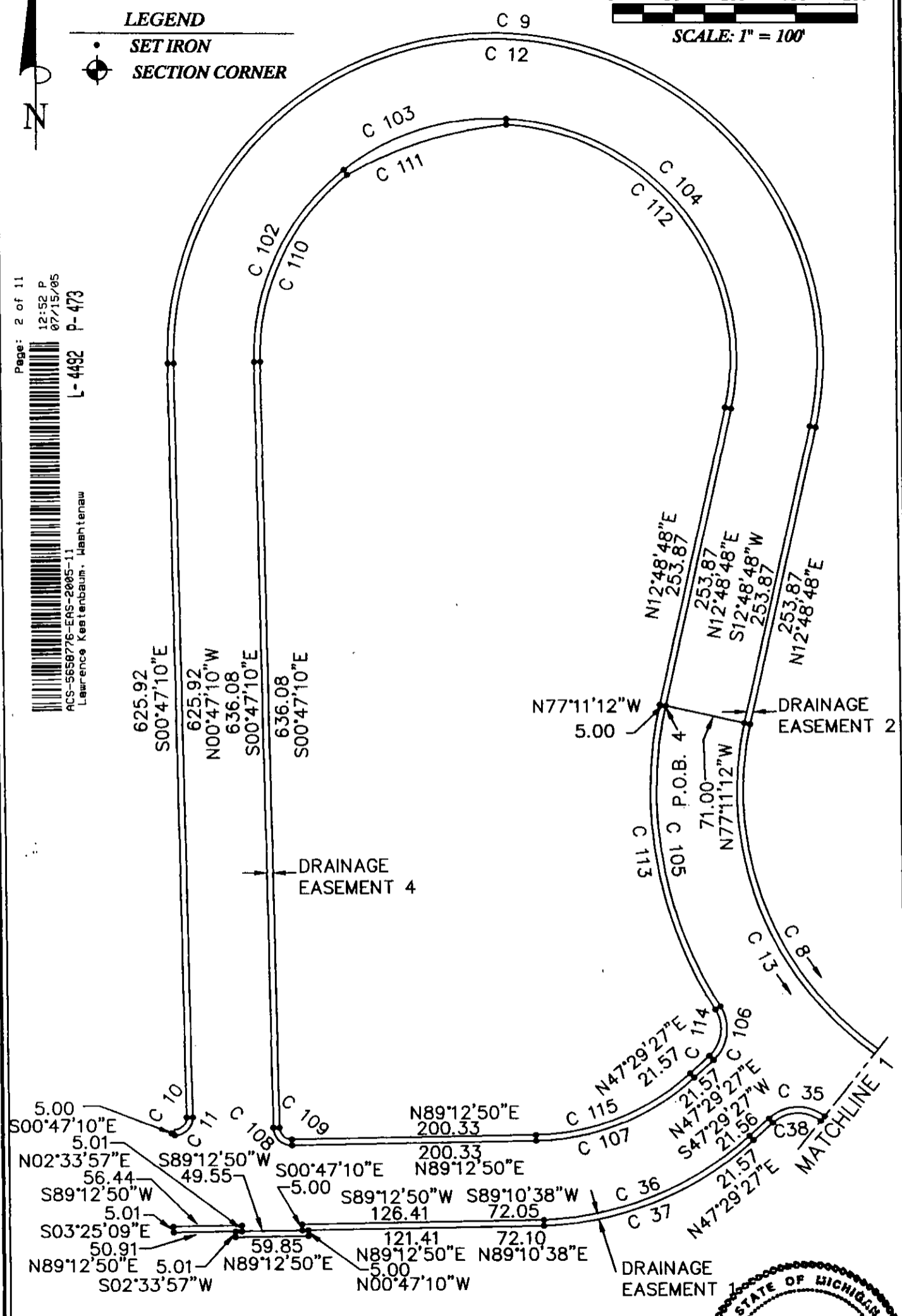
CERTIFICATE OF SURVEY



LEGEND

- SET IRON
- ⊙ SECTION CORNER

Page: 2 of 11
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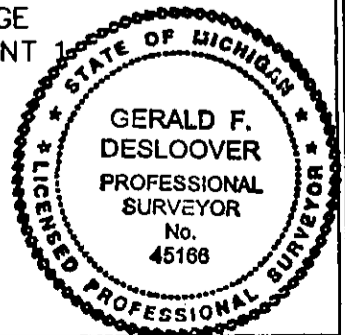


AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
DRAWN GFD
SCALE: 1"= 100'
SHEET 1 OF 10
JOB # 040220A

Gerald F. Desloover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 2126 GLENCOE HILLS #2
 ANN ARBOR, MI 48106
 734-677-7000



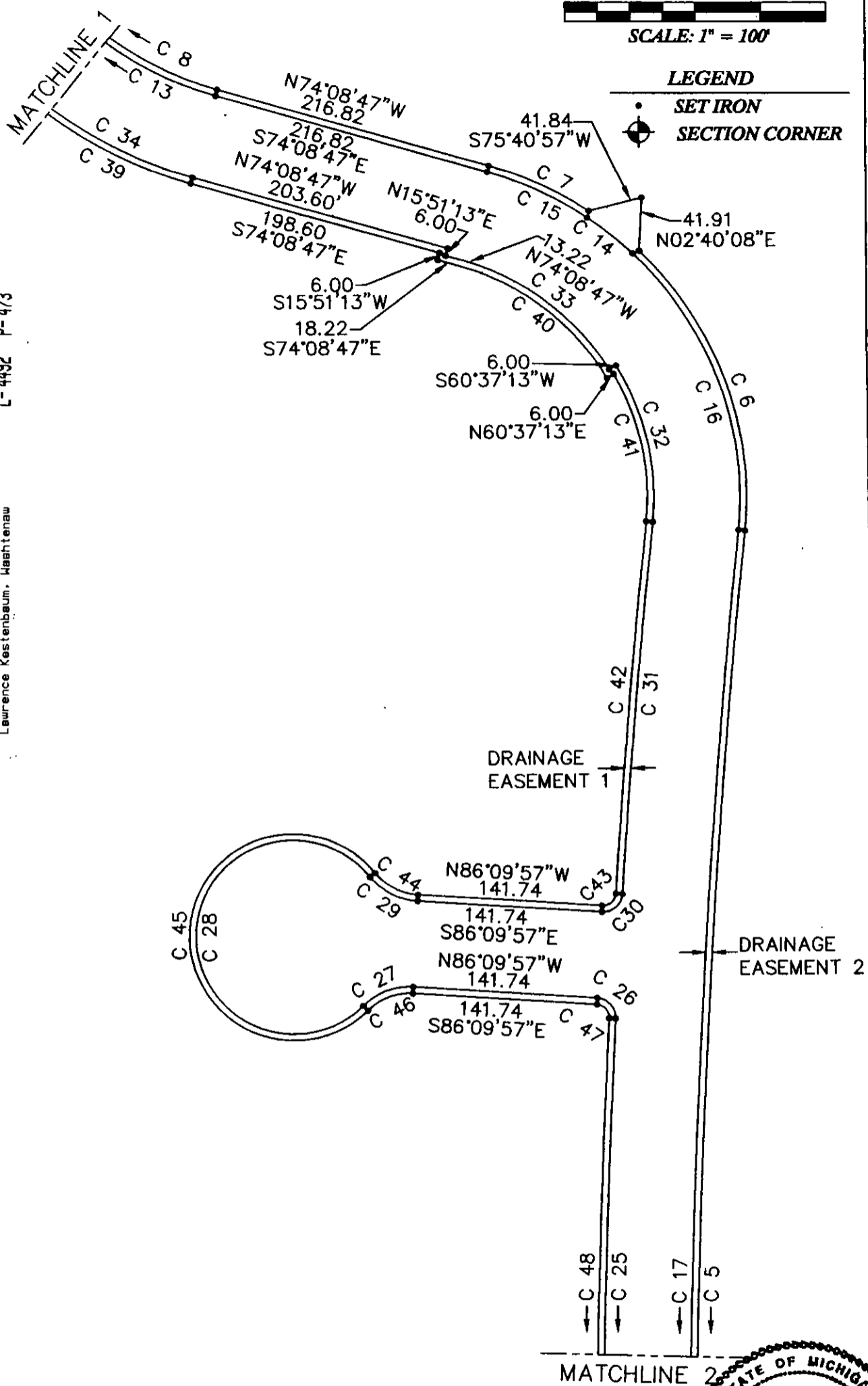
ATTACHMENT "A" PAGE 2 OF 10
CERTIFICATE OF SURVEY



SCALE: 1" = 100'

LEGEND

- SET IRON
- SECTION CORNER



Page: 3 of 11
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 ACS-5658776-EAS-2005-11
 Lawrence Kestenbaum, Wahtenaw

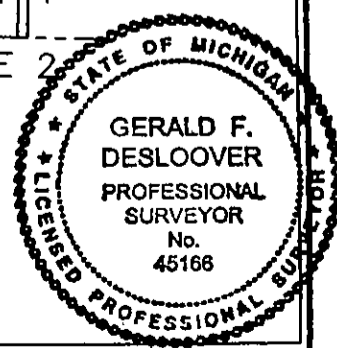
DRAINAGE EASEMENT 1

DRAINAGE EASEMENT 2

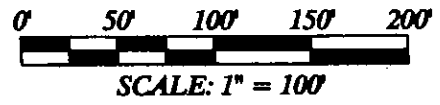
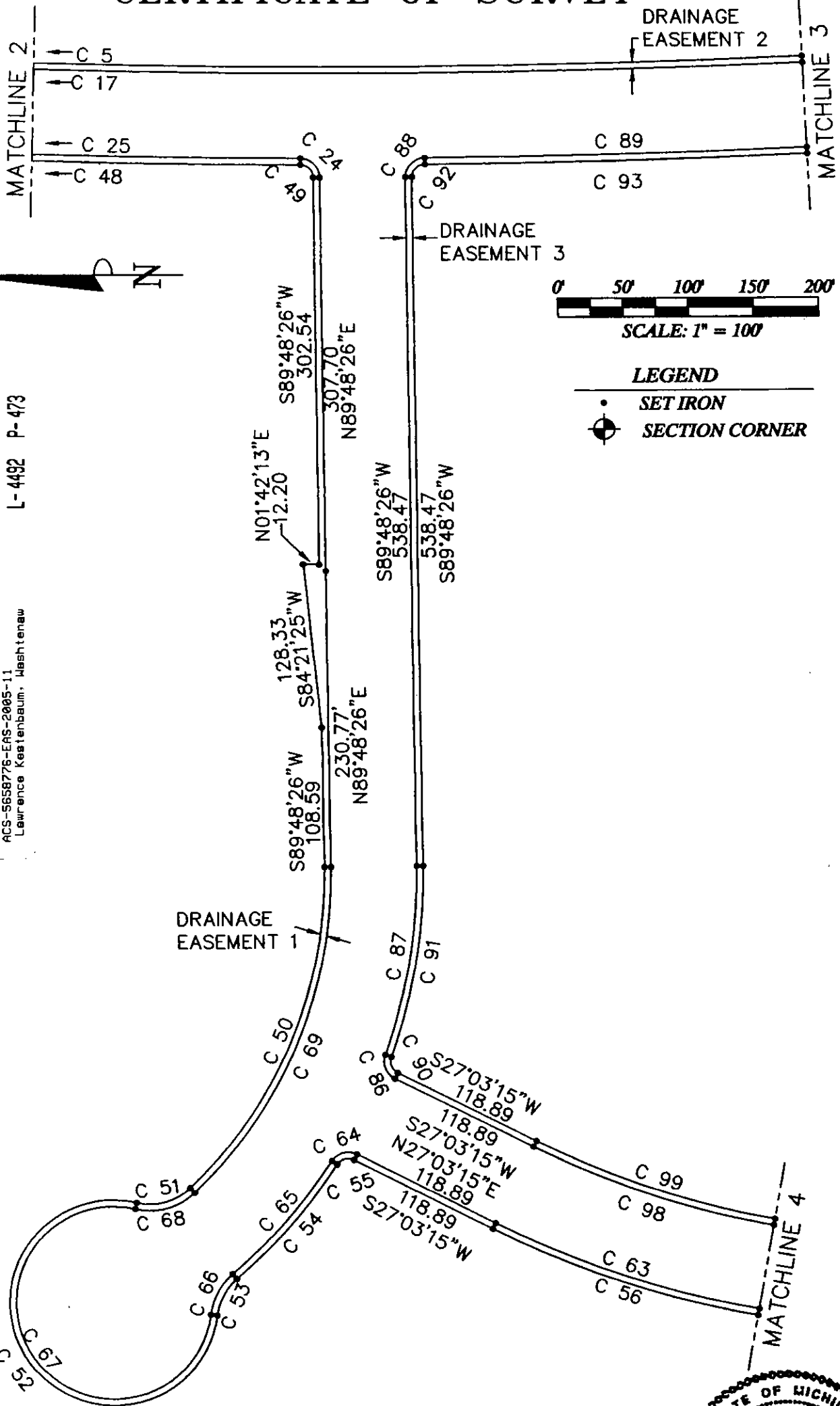
AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.	DATE 4/21/2004
DRAWN GFD	SCALE: 1" = 100'
SHEET 2 OF 10	JOB # 040220A

Gerald F. De Sloover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



CERTIFICATE OF SURVEY



LEGEND

- SET IRON
- SECTION CORNER

Page: 4 of 11
 12:52 P
 07/15/05
 L-4492 P-473



AMERICAN LANDMARK SURVEY P.L.C.

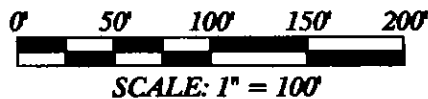
PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
 DRAWN GFD
 SCALE: 1" = 100'
 SHEET 3 OF 10
 JOB # 040220A

Gerald F. Desloover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45188
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



ATTACHMENT "A" PAGE 4 OF 10
CERTIFICATE OF SURVEY

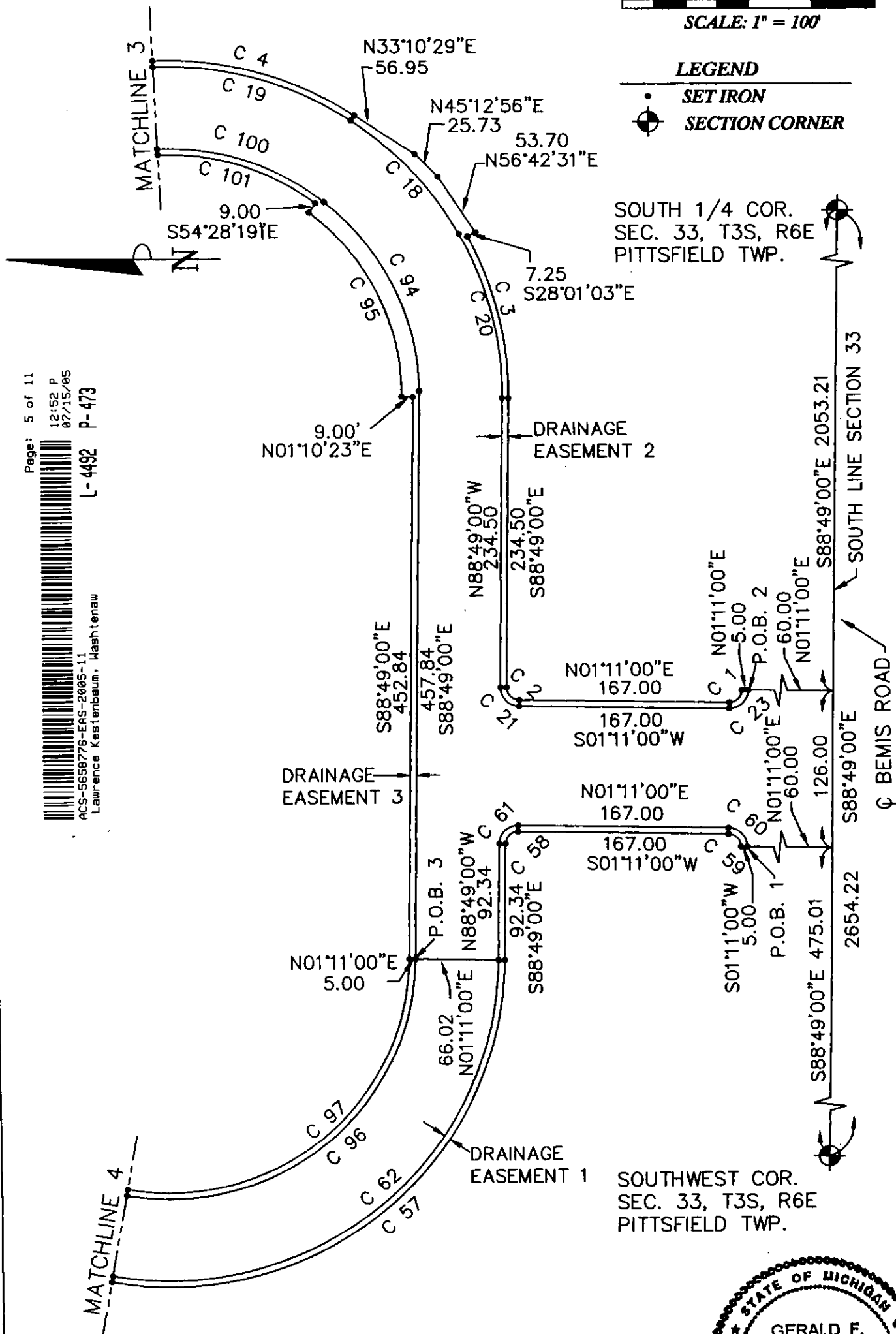


LEGEND

- SET IRON
- ⊙ SECTION CORNER

SOUTH 1/4 COR.
 SEC. 33, T3S, R6E
 PITTSFIELD TWP.

SOUTHWEST COR.
 SEC. 33, T3S, R6E
 PITTSFIELD TWP.



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12:52 P
 07/15/05

L-4492 P-473



ACS-5638778-EMS-2005-11
 Lawrence Kestenbaum, Washtenaw

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION
 33 T.3S., R.6E., AND PART OF THE
 SOUTHEAST 1/4 OF SECTION 32 T.3S.,
 R.6E., PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
 DRAWN GFD
 SCALE: 1" = 100'
 SHEET 4 OF 10
 JOB # 040220A

Gerald F. Deslover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45168
 2125 GLENCOR HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



CERTIFICATE OF SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	Delta	Chord Bearing	Chord
C1	15.71	10.00	90°00'00"	N43°49'00"W	14.14
C2	15.71	10.00	90°00'00"	S46°11'00"W	14.14
C3	136.59	268.00	29°12'03"	N76°34'59"E	135.11
C4	168.75	268.00	36°04'37"	N15°24'42"E	165.98
C5	1235.55	7962.00	8°53'28"	N01°49'07"E	1234.31
C6	241.80	268.00	51°41'37"	N19°34'57"W	233.68
C7	84.43	268.00	18°03'01"	N65°07'17"W	84.08
C8	397.65	262.00	86°57'36"	N30°39'59"W	360.56
C9	910.05	269.01	193°49'47"	N84°06'05"W	534.10
C10	15.71	10.00	90°00'00"	S44°12'50"W	14.14
C11	23.48	15.20	88°30'09"	N44°12'50"E	21.21
C12	893.14	264.01	193°49'55"	S84°06'09"E	524.18
C13	405.24	267.00	86°57'36"	S30°39'59"E	367.45
C14	44.51	263.00	9°41'48"	S50°45'43"E	44.46
C15	85.08	263.00	18°32'10"	S64°52'42"E	84.71
C16	239.51	263.00	52°10'41"	S19°49'29"E	231.32
C17	1236.33	7967.00	8°53'28"	S01°49'07"W	1235.09
C18	125.96	263.00	27°26'26"	S47°10'23"W	124.76
C19	165.61	263.00	36°04'47"	S15°24'46"W	162.89
C20	139.04	263.00	30°17'24"	S76°02'18"W	137.42
C21	23.56	15.00	90°00'00"	S46°11'00"W	21.21
C23	23.56	15.00	90°00'00"	S43°49'00"E	21.21
C24	23.47	15.00	89°39'30"	N44°58'41"E	21.15
C25	468.77	8033.00	3°20'37"	N01°49'14"E	468.71
C26	23.47	15.00	89°39'30"	N41°20'12"W	21.15
C27	42.23	50.00	48°23'40"	S69°38'13"W	40.99
C28	362.32	75.00	276°47'19"	N03°50'03"E	99.60
C29	42.23	50.00	48°23'40"	S61°58'07"E	40.99
C30	23.47	15.00	89°39'30"	N49°00'18"E	21.15
C31	292.79	8033.00	2°05'18"	N05°13'12"E	292.77
C32	127.55	197.00	37°05'53"	N12°17'05"W	125.34
C33	144.23	191.00	43°16'00"	N52°30'47"W	140.83
C34	120.75	333.75	20°43'46"	N63°46'13"W	120.09
C35	49.71	35.00	81°22'44"	S88°10'48"W	45.64
C36	186.59	263.38	40°35'28"	S67°48'58"W	182.71
C37	190.18	268.38	40°36'05"	N67°49'16"E	186.22
C38	42.70	30.00	81°33'38"	N88°16'15"E	39.19
C39	122.66	338.75	20°44'49"	S63°45'41"E	121.99
C40	145.33	186.00	44°46'01"	S51°45'47"E	141.66
C41	119.44	192.00	35°38'38"	S11°33'28"E	117.53
C42	292.97	8038.00	2°05'18"	S05°13'12"W	292.96
C43	15.65	10.00	89°39'30"	S49°00'18"W	14.10
C44	38.01	45.00	48°23'40"	N61°58'07"W	36.89
C45	386.47	80.00	276°47'19"	S03°50'03"W	106.24
C46	38.01	45.00	48°23'40"	N69°38'13"E	36.89
C47	15.65	10.00	89°39'30"	S41°20'12"E	14.10
C48	469.07	8038.00	3°20'37"	S01°49'14"W	469.00
C49	15.65	10.00	89°39'30"	S44°58'41"W	14.10
C50	278.80	342.00	46°42'27"	N66°50'21"W	271.14

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 07/15/05
 L-4492 P-473
 ACS-5658776-EAS-2005-11
 Lawrence, Kestenbaum, Washtenaw

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
 DRAWN GFD
 SCALE: 1" = 100'
 SHEET 5 OF 10
 JOB # 040220A

Gerald F. Deslover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



ATTACHMENT "A" PAGE 6 OF 10
CERTIFICATE OF SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	Delta	Chord Bearing	Chord
C51	44.68	45.00	56°53'01"	N15°02'37"W	42.86
C52	385.37	80.00	275°59'53"	S55°23'57"W	107.06
C53	33.23	45.00	42°18'48"	S61°26'36"E	32.48
C54	118.33	418.00	16°13'12"	S48°23'47"E	117.94
C55	14.58	10.00	83°33'39"	S14°43'34"E	13.33
C56	215.75	738.00	16°45'00"	S18°40'45"W	214.98
C57	463.64	268.00	99°07'15"	S39°15'22"E	407.94
C58	15.71	10.00	90°00'00"	S43°49'00"E	14.14
C59	15.71	10.00	90°00'00"	S46°11'00"W	14.14
C60	23.56	15.00	90°00'00"	N46°11'00"E	21.21
C61	23.56	15.00	90°00'00"	N43°49'00"W	21.21
C62	454.99	263.00	99°07'15"	N39°15'22"W	400.33
C63	214.29	733.00	16°45'00"	N18°40'45"E	213.53
C64	21.88	15.00	83°33'39"	N14°43'34"W	19.99
C65	116.92	413.00	16°13'12"	N48°23'47"W	116.53
C66	36.93	50.00	42°18'48"	N61°26'36"W	36.09
C67	361.28	75.00	275°59'53"	N55°23'57"E	100.37
C68	49.64	50.00	56°53'01"	S15°02'37"E	47.63
C69	282.87	347.00	46°42'27"	S66°50'21"E	275.11
C86	21.88	15.00	83°33'39"	S68°50'05"W	19.99
C87	149.99	413.00	20°48'28"	N79°47'20"W	149.16
C88	23.47	15.00	89°39'30"	N45°21'49"W	21.15
C89	293.36	8033.00	2°05'33"	N01°34'51"W	293.35
C90	14.58	10.00	83°33'39"	S68°50'05"W	13.33
C91	151.80	418.00	20°48'28"	N79°47'20"W	150.97
C92	15.65	10.00	89°39'30"	N45°21'49"W	14.10
C93	293.55	8038.00	2°05'33"	N01°34'51"W	293.53
C94	175.65	197.35	50°59'42"	N64°09'52"E	169.91
C95	172.04	183.02	53°51'34"	N64°14'49"E	165.78
C96	340.81	197.00	99°07'15"	S39°15'22"E	299.87
C97	332.16	192.00	99°07'15"	S39°15'22"E	292.26
C98	194.99	667.00	16°45'00"	S18°40'45"W	194.30
C99	193.53	662.00	16°45'00"	S18°40'45"W	192.84
C100	141.90	197.02	41°15'56"	N18°00'45"E	138.85
C101	133.57	192.02	39°51'13"	N17°18'23"E	130.89
C102	182.13	198.01	52°42'04"	S25°17'55"W	175.78
C103	143.40	198.01	41°29'41"	S72°23'48"W	140.29
C104	344.45	198.01	99°40'10"	N37°01'17"W	302.63
C105	259.64	333.00	44°40'27"	N09°31'25"W	253.12
C106	48.47	35.00	79°21'06"	N07°48'54"E	44.69
C107	143.46	197.00	41°43'27"	N68°21'10"E	140.31
C108	23.56	15.00	90°00'00"	S45°47'10"E	21.21
C109	15.71	10.00	90°00'00"	S45°47'10"E	14.14
C110	177.18	193.01	52°35'44"	S25°14'20"W	171.02
C111	138.46	330.69	23°59'25"	S72°23'48"W	137.45
C112	335.37	193.01	99°33'26"	N36°57'54"W	294.75
C113	263.54	338.00	44°40'27"	N09°31'25"W	256.92
C114	41.55	30.00	79°21'06"	N07°48'54"E	38.31
C115	139.82	192.00	41°43'27"	N68°21'10"E	136.75

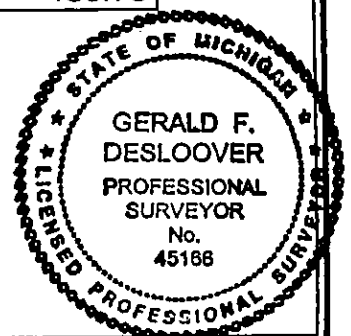
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 Lawrence Kestenbaum, Washtenaw

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION
 33 T.3S., R.6E., AND PART OF THE
 SOUTHEAST 1/4 OF SECTION 32 T.3S.,
 R.6E., PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
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 SHEET 6 OF 10
 JOB # 040220A

Gerald F. De Sloover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



ATTACHMENT "A" PAGE 7 OF 10
CERTIFICATE OF SURVEY

Legal Description of Drainage Easement 1 - Dedicated to The Washtenaw County Road Commission
 Commencing at the Southwest corner of Section 33, Town 3 South, Range 6 East, Pittsfield Township, Michigan, thence S 88°49'00" E 475.01 feet along the South line of said Section 33, also being the centerline of Bemis Road; thence N 01°11'00" E 60.00 feet to the Point of Beginning; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of N 46°11'00" E 21.21 feet; thence N 01°11'00" E 167.00 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of N 43°49'00" W 21.21 feet; thence N 88°49'00" W 92.34 feet; thence 454.99 feet along a curve to the right through a central angle of 99°07'15", having a radius of 263.00 feet and a chord of N 39°15'22" W 400.33 feet; thence 214.29 feet along a curve to the right through a central angle of 16°45'00", having a radius of 733.00 feet and a chord of N 18°40'45" E 213.53 feet; thence N 27°03'15" E 118.89 feet; thence 21.88 feet along a curve to the left through a central angle of 83°33'39", having a radius of 15.00 feet and a chord of N 14°43'34" W 19.99 feet; thence 116.92 feet along a curve to the right through a central angle of 16°13'12", having a radius of 413.00 feet and a chord of N 48°23'47" W 116.53 feet; thence 36.93 feet along a curve to the left through a central angle of 42°18'48", having a radius of 50.00 feet and a chord of N 61°26'36" W 36.09 feet; thence 361.28 feet along a curve to the right through a central angle of 275°59'53", having a radius of 75.00 feet and a chord of N 55°23'57" E 100.37 feet; thence 49.64 feet along a curve to the left through a central angle of 56°53'01", having a radius of 50.00 feet and a chord of S 15°02'37" E 47.63 feet; thence 282.87 feet along a curve to the left through a central angle of 46°42'27", having a radius of 347.00 feet and a chord of S 66°50'21" E 275.11 feet; thence N 89°48'26" E 230.77 feet; thence N 89°48'26" E 307.70 feet; thence 23.47 feet along a curve to the left through a central angle of 89°39'30", having a radius of 15.00 feet and a chord of N 44°58'41" E 21.15 feet; thence 468.77 feet along a curve to the right through a central angle of 03°20'37", having a radius of 8033.00 feet and a chord of N 01°49'14" E 468.71 feet; thence 23.47 feet along a curve to the left through a central angle of 89°39'30", having a radius of 15.00 feet and a chord of N 41°20'12" W 21.15 feet; thence N 86°09'57" W 141.74 feet; thence 42.23 feet along a curve to the left through a central angle of 48°23'40", having a radius of 50.00 feet and a chord of S 69°38'13" W 40.99 feet; thence 362.32 feet along a curve to the right through a central angle of 276°47'19", having a radius of 75.00 feet and a chord of N 03°50'03" E 99.60 feet; thence 42.23 feet along a curve to the left through a central angle of 48°23'40", having a radius of 50.00 feet and a chord of S 61°58'07" E 40.99 feet; thence S 86°09'57" E 141.74 feet; thence 23.47 feet along a curve to the left through a central angle of 89°39'30", having a radius of 15.00 feet and a chord of N 49°00'18" E 21.15 feet; thence 292.79 feet along a curve to the right through a central angle of 02°05'18", having a radius of 8033.00 feet and a chord of N 05°13'12" E 292.77 feet; thence 127.55 feet along a curve to the left through a central angle of 37°05'53", having a radius of 197.00 feet and a chord of N 12°17'05" W 125.34 feet; thence S 60°37'13" W 6.00 feet; thence 144.23 feet along a curve to the left through a central angle of 43°16'00" having a radius of 191.00 feet and a chord of N 52°30'47" W 140.83 feet; thence N 74°08'47" W 13.22 feet; thence N 15°51'13" E 6.00 feet; thence N 74°08'47" W 203.60 feet; thence 120.75 feet along a curve to the right through a central angle of 20°43'46", having a radius of 333.75 feet and a chord of N 63°46'13" W 120.09 feet; thence 49.71 feet along a curve to the left through a central angle of 81°22'44", having a radius of 35.00 feet and a chord of S 88°10'48" W 45.64 feet; thence S 47°29'27" W 21.56 feet; thence 186.59 feet along a curve to the right through a central angle of 40°35'28", having a radius of 263.38 feet and a chord of S 67°48'58" W 182.71 feet; thence S 89°10'38" W 72.05 feet; thence S 89°12'50" W 126.41 feet; thence S 00°47'10" E 5.00 feet; thence S 89°12'50" W 49.55 feet; thence N 02°33'57" E 5.01 feet; thence S 89°12'50" W 56.44 feet; thence S 03°25'09" E 5.01 feet; thence N 89°12'50" E 50.91 feet; thence S 02°33'57" W 5.01 feet; thence N 89°12'50" E 59.85 feet; thence N 00°47'10" W 5.00 feet; thence N 89°12'50" E 121.41 feet; thence N 89°10'38" E 72.10 feet; thence 190.18 feet along a curve to the left through a central angle of 40°36'05", having a radius of 268.38 feet and a chord of N 67°49'16" E 186.22 feet; thence N 47°29'27" E 21.57 feet; thence 42.70 feet along a curve to the right through a central angle of 81°33'38", having a radius of 30.00 feet and a chord of N 88°16'15" E 39.19 feet; thence 122.66 feet along a curve to the left through a central angle of 20°44'49", having a radius of 338.75 feet and a chord of S 63°45'41" E 121.99 feet; thence S 74°08'47" E 198.60 feet; thence S 15°51'13" W 6.00 feet; thence S 74°08'47" E 18.22 feet; thence 145.33 feet along a curve to the right through a central angle of 44°46'01", having a radius of 186.00 feet and a chord of S 51°45'47" E 141.66 feet; thence N 60°37'13" E 6.00 feet; thence 119.44 feet along a curve to the right through a central angle of 35°38'38", having a radius of 192.00 feet and a chord of S 11°33'28" E 117.53 feet; thence 292.97 feet along a curve to the left through a central angle of 02°05'18", having a radius of 8038.00 feet and a chord of S 05°13'12" W 292.96 feet; thence 15.65 feet along a curve to the right through a central angle of 89°39'30", having a radius of 10.00 feet and a chord of S 49°00'18" W 14.10 feet; thence N 86°09'57" W 141.74 feet; thence 38.01 feet along a curve to the right through a central angle of

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AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
 DRAWN GFD
 SCALE: 1" = 100'
 SHEET 7 OF 10
 JOB # 040220A

Gerald F. Deslover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45166
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



CERTIFICATE OF SURVEY

48°23'40", having a radius of 45.00 feet and a chord of N 61°58'07" W 36.89 feet; thence 386.47 feet along a curve to the left through a central angle of 276°47'19", having a radius of 80.00 feet and a chord of S 03°50'03" W 106.24 feet; thence 38.01 feet along a curve to the right through a central angle of 48°23'40", having a radius of 45.00 feet and a chord of N 69°38'13" E 36.89 feet; thence S 86°09'57" E 141.74 feet; thence 15.65 feet along a curve to the right through a central angle of 89°39'30", having a radius of 10.00 feet and a chord of S 41°20'12" E 14.10 feet; thence 469.07 feet along a curve to the left through a central angle of 03°20'37", having a radius of 8038.00 feet and a chord of S 01°49'14" W 469.00 feet; thence 15.65 feet along a curve to the right through a central angle of 89°39'30", having a radius of 10.00 feet and a chord of S 44°58'41" W 14.10 feet; thence S 89°48'26" W 302.54 feet; thence N 01°42'13" E 12.20 feet; thence S 84°21'25" W 128.33 feet; thence S 89°48'26" W 108.59 feet; thence 278.80 feet along a curve to the right through a central angle of 46°42'27", having a radius of 342.00 feet and a chord of N 66°50'21" W 271.14 feet; thence 44.68 feet along a curve to the right through a central angle of 56°53'01", having a radius of 45.00 feet and a chord of N 15°02'37" W 42.86 feet; thence 385.37 feet along a curve to the left through a central angle of 275°59'53", having a radius of 80.00 feet and a chord of S 55°23'57" W 107.06 feet; thence 33.23 feet along a curve to the right through a central angle of 42°18'48", having a radius of 45.00 feet and a chord of S 61°26'36" E 32.48 feet; thence 118.33 feet along a curve to the left through a central angle of 16°13'12", having a radius of 418.00 feet and a chord of S 48°23'47" E 117.94 feet; thence 14.58 feet along a curve to the right through a central angle of 83°33'39", having a radius of 10.00 feet and a chord of S 14°43'34" E 13.33 feet; thence S 27°03'15" W 118.89 feet; thence 215.75 feet along a curve to the left through a central angle of 16°45'00", having a radius of 738.00 feet and a chord of S 18°40'45" W 214.98 feet; thence 463.64 feet along a curve to the left through a central angle of 99°07'15", having a radius of 268.00 feet and a chord of S 39°15'22" E 407.94 feet; thence S 88°49'00" E 92.34 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of S 43°49'00" E 14.14 feet; thence S 01°11'00" W 167.00 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of S 46°11'00" W 14.14 feet; thence S 01°11'00" W 5.00 feet to the Point of Beginning.

Legal Description of Drainage Easement 2 - Dedicated to The Washtenaw County Road Commission

Commencing at the Southwest corner of Section 33, Town 3 South, Range 6 East, Pittsfield Township, Michigan, thence S 88°49'00" E 601.01 feet along the South line of said Section 33, also being the centerline of Bemis Road; thence N 01°11'00" E 60.00 feet to the Point of Beginning; thence N 01°11'00" E 5.00 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of N 43°49'00" W 14.14 feet; thence N 01°11'00" E 167.00 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of N 46°11'00" E 14.14 feet; thence S 88°49'00" E 234.50 feet; thence 136.59 feet along a curve to the left through a central angle of 29°12'03", having a radius of 268.00 feet and a chord of N 76°34'59" E 135.11 feet; thence S 28°01'03" E 7.25 feet; thence N 56°42'31" E 53.70 feet; thence N 45°12'56" E 25.73 feet; thence N 33°10'29" E 56.95 feet; thence 168.75 feet along a curve to the left through a central angle of 36°04'37", having a radius of 268.00 feet and a chord of N 15°24'42" E 165.98 feet; thence 1235.55 feet along a curve to the right through a central angle of 08°53'28", having a radius of 7962.00 feet and a chord of N 01°49'07" E 1234.31 feet; thence 241.80 feet along a curve to the left through a central angle of 51°41'37", having a radius of 268.00 feet and a chord of N 19°34'57" W 233.68 feet; thence N 02°40'08" E 41.91 feet; thence S 75°40'57" W 41.84 feet; thence 84.43 feet along a curve to the left through a central angle of 18°03'01", having a radius of 268.00 feet and a chord of N 65°07'17" W 84.08 feet; thence N 74°08'47" W 216.82 feet; thence 397.65 feet along a curve to the right through a central angle of 86°57'36", having a radius of 262.00 feet and a chord of N 30°39'59" W 360.56 feet; thence N 12°48'48" E 253.87 feet; thence 910.05 feet along a curve to the left through a central angle of 193°49'47", having a radius of 269.01 feet and a chord of N 84°06'05" W 534.10 feet; thence S 00°47'10" E 625.92 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of S 44°12'50" W 14.14 feet; thence S 00°47'10" E 5.00 feet; thence 23.48 feet along a curve to the left through a central angle of 88°30'09", having a radius of 15.20 feet and a chord of N 44°12'50" E 21.21 feet; thence N 00°47'10" W 625.92 feet; thence 893.14 feet along a curve to the right through a central angle of 193°49'55", having a radius of 264.01 feet and a chord of S 84°06'09" E 524.18 feet; thence S 12°48'48" W 253.87 feet; thence 405.24 feet along a curve to the left through a central angle of 86°57'36", having a radius of 267.00 feet and a chord of S 30°39'59" E 367.45 feet; thence S 74°08'47" E 216.82 feet; thence 85.08 feet along a curve to the right through a central angle of 18°32'10", having a radius of 263.00 feet and a chord of S 64°52'42" E 84.71 feet; thence 44.51 feet along a curve to the right through a central angle of 09°41'48", having a radius of 263.00 feet and a chord of S 50°45'43" E 44.46 feet; thence 239.51 feet along a curve to the right through a central

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 ACS-5658776-ENG-2005-11
 Laurence Keetenbaum, Washtenaw

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
 DRAWN GFD
 SCALE: 1" = 100'
 SHEET 8 OF 10
 JOB # 040220A

Gerald F. Desloover
GERALD F. DESLOOVER
 PROFESSIONAL SURVEYOR
 NO. 45168
 2125 GLENCOE HILLS #2
 ANN ARBOR, MI 48108
 734-677-7000



CERTIFICATE OF SURVEY

angle of 52°10'41", having a radius of 263.00 feet and a chord of S 19°49'29" E 231.32 feet; thence 1236.33 feet along a curve to the left through a central angle of 08°53'28", having a radius of 7967.00 feet and a chord of S 01°49'07" W 1235.09 feet; thence 165.61 feet along a curve to the right through a central angle of 36°04'47", having a radius of 263.00 feet and a chord of S 15°24'46" W 162.89 feet; thence 125.96 feet along a curve to the right through a central angle of 27°26'26", having a radius of 263.00 feet and a chord of S 47°10'23" W 124.76 feet; thence 139.04 feet along a curve to the right through a central angle of 30°17'24", having a radius of 263.00 feet and a chord of S 76°02'18" W 137.42 feet; thence N 88°49'00" W 234.50 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of S 46°11'00" W 21.21 feet; thence S 01°11'00" W 167.00 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of S 43°49'00" E 21.21 feet to the Point of Beginning.

Legal Description of Drainage Easement 3 - Dedicated to The Washtenaw County Road Commission

Commencing at the Southwest corner of Section 33, Town 3 South, Range 6 East, Pittsfield Township, Michigan, thence S 88°49'00" E 475.01 feet along the South line of said Section 33, also being the centerline of Bemis Road; thence N 01°11'00" E 60.00 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of N 46°11'00" E 21.21 feet; thence N 01°11'00" E 167.00 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of N 43°49'00" W 21.21 feet; thence N 88°49'00" W 92.34 feet; thence N 01°10'58" E 66.02 feet to the Point of Beginning of the outer circle boundary of this described easement; thence S 88°49'00" E 457.84 feet; thence 175.65 feet along a curve to the left through a central angle of 50°59'42", having a radius of 197.35 feet and a chord of N 64°09'52" E 169.91 feet; thence 141.90 feet along a curve to the left through a central angle of 41°15'56", having a radius of 197.02 feet and a chord of N 18°00'45" E 138.85 feet; thence 293.36 feet along a curve to the right through a central angle of 02°05'33", having a radius of 8033.00 feet and a chord of N 01°34'51" W 293.35 feet; thence 23.47 feet along a curve to the left through a central angle of 89°39'30", having a radius of 15.00 feet and a chord of N 45°21'49" W 21.15 feet; thence S 89°48'26" W 538.47 feet; thence 149.99 feet along a curve to the right through a central angle of 20°48'28", having a radius of 413.00 feet and a chord of N 79°47'20" W 149.16 feet; thence 21.88 feet along a curve to the left through a central angle of 83°33'39", having a radius of 15.00 feet and a chord of S 68°50'05" W 19.99 feet; thence S 27°03'15" W 118.89 feet; thence 194.99 feet along a curve to the left through a central angle of 16°45'00", having a radius of 667.00 feet and a chord of S 18°40'45" W 194.30 feet; thence 340.81 feet along a curve to the left through a central angle of 99°07'15", having a radius of 197.00 feet and a chord of S 39°15'22" E 299.87 feet to the Point of Beginning of the outer circle boundary of this described easement; thence N 01°11'00" E 5.00 feet to the Point of Beginning of the inner circle boundary of this described easement; thence S 88°49'00" E 452.84 feet; thence N 01°10'23" E 9.00 feet; thence 172.04 feet along a curve to the left through a central angle of 53°51'34", having a radius of 183.02 feet and a chord of N 64°14'49" E 165.78 feet; thence S 54°28'19" E 9.00 feet; thence 133.57 feet along a curve to the left through a central angle of 39°51'13", having a radius of 192.02 feet and a chord of N 17°18'23" E 130.89 feet; thence 293.55 feet along a curve to the right through a central angle of 02°05'33", having a radius of 8038.00 feet and a chord of N 01°34'51" W 293.53 feet; thence 15.65 feet along a curve to the left through a central angle of 89°39'30", having a radius of 10.00 feet and a chord of N 45°21'49" W 14.10 feet; thence S 89°48'26" W 538.47 feet; thence 151.80 feet along a curve to the right through a central angle of 20°48'28", having a radius of 418.00 feet and a chord of N 79°47'20" W 150.97 feet; thence 14.58 feet along a curve to the left through a central angle of 83°33'39", having a radius of 10.00 feet and a chord of S 68°50'05" W 13.33 feet; thence S 27°03'15" W 118.89 feet; thence 193.53 feet along a curve to the left through a central angle of 16°45'00", having a radius of 662.00 feet and a chord of S 18°40'45" W 192.84 feet; thence 332.16 feet along a curve to the left through a central angle of 99°07'15", having a radius of 192.00 feet and a chord of S 39°15'22" E 292.26 feet to the Point of Beginning of the inner circle boundary of this described easement.

Legal Description of Drainage Easement 4 - Dedicated to The Washtenaw County Road Commission

Commencing at the Southwest corner of Section 33, Town 3 South, Range 6 East, Pittsfield Township, Michigan, thence S 88°49'00" E 601.01 feet along the South line of said Section 33, also being the centerline of Bemis Road; thence N 01°11'00" E 60.00 feet; thence N 01°11'00" E 5.00 feet; thence 15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of N 43°49'00" W 14.14 feet; thence N 01°11'00" E 167.00 feet; thence

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07/15/05

L-4492 P-473



AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION 33 T.3S., R.6E., AND PART OF THE SOUTHEAST 1/4 OF SECTION 32 T.3S., R.6E., PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

DATE 4/21/2004
DRAWN GFD
SCALE: 1" = 100'
SHEET 9 OF 10
JOB # 040220A

Gerald F. Deslover
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ATTACHMENT "A" PAGE 10 OF 10
CERTIFICATE OF SURVEY

15.71 feet along a curve to the right through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of N 46°11'00" E 14.14 feet; thence S 88°49'00" E 234.50 feet; thence 136.59 feet along a curve to the left through a central angle of 29°12'03", having a radius of 268.00 feet and a chord of N 76°34'59" E 135.11 feet; thence S 28°01'03" E 7.25 feet; thence N 56°42'31" E 53.70 feet; thence N 45°12'56" E 25.73 feet; thence N 33°10'29" E 56.95 feet; thence 168.75 feet along a curve to the left through a central angle of 36°04'37", having a radius of 268.00 feet and a chord of N 15°24'42" E 165.98 feet; thence 1235.55 feet along a curve to the right through a central angle of 08°53'28", having a radius of 7962.00 feet and a chord of N 01°49'07" E 1234.31 feet; thence 241.80 feet along a curve to the left through a central angle of 51°41'37", having a radius of 268.00 feet and a chord of N 19°34'57" W 233.68 feet; thence N 02°40'08" E 41.91 feet; thence S 75°40'57" W 41.84 feet; thence 84.43 feet along a curve to the left through a central angle of 18°03'01", having a radius of 268.00 feet and a chord of N 65°07'17" W 84.08 feet; thence N 74°08'47" W 216.82 feet; thence 397.65 feet along a curve to the right through a central angle of 86°57'36", having a radius of 262.00 feet and a chord of N 30°39'59" W 360.56 feet; thence N 77°11'12" W 71.00 feet to the Point of Beginning of the outer circle boundary of this described easement; thence N 12°48'48" E 253.87 feet; thence 344.45 feet along a curve to the left through a central angle of 99°40'10", having a radius of 198.01 feet and a chord of N 37°01'17" W 302.63 feet; thence 143.40 feet along a curve to the left through a central angle of 41°29'41", having a radius of 198.01 feet and a chord of S 72°23'48" W 140.29 feet; thence 182.13 feet along a curve to the left through a central angle of 52°42'04", having a radius of 198.01 feet and a chord of S 25°17'55" W 175.78 feet; thence S 00°47'10" E 636.08 feet; thence 23.56 feet along a curve to the left through a central angle of 90°00'00", having a radius of 15.00 feet and a chord of S 45°47'10" E 21.21 feet; thence N 89°12'50" E 200.33 feet; thence 143.46 feet along a curve to the left through a central angle of 41°43'27", having a radius of 197.00 feet and a chord of N 68°21'10" E 140.31 feet; thence N 47°29'27" E 21.57 feet; thence 48.47 feet along a curve to the left through a central angle of 79°21'06", having a radius of 35.00 feet and a chord of N 07°48'54" E 44.69 feet; thence 259.64 feet along a curve to the right through a central angle of 44°40'27", having a radius of 333.00 feet and a chord of N 09°31'25" W 253.12 feet to the Point of Beginning of the outer circle boundary of this described easement; thence N 77°11'12" W 5.00 feet to the Point of Beginning of the inner circle boundary of this described easement; thence N 12°48'48" E 253.87 feet; thence 335.37 feet along a curve to the left through a central angle of 99°33'26", having a radius of 193.01 feet and a chord of N 36°57'54" W 294.75 feet; thence 138.46 feet along a curve to the left through a central angle of 23°59'25", having a radius of 330.69 feet and a chord of S 72°23'48" W 137.45 feet; thence 177.18 feet along a curve to the left through a central angle of 52°35'44", having a radius of 193.01 feet and a chord of S 25°14'20" W 171.02 feet; thence S 00°47'10" E 636.08 feet; thence 15.71 feet along a curve to the left through a central angle of 90°00'00", having a radius of 10.00 feet and a chord of S 45°47'10" E 14.14 feet; thence N 89°12'50" E 200.33 feet; thence 139.82 feet along a curve to the left through a central angle of 41°43'27", having a radius of 192.00 feet and a chord of N 68°21'10" E 136.75 feet; thence N 47°29'27" E 21.57 feet; thence 41.55 feet along a curve to the left through a central angle of 79°21'06", having a radius of 30.00 feet and a chord of N 07°48'54" E 38.31 feet; thence 263.54 feet along a curve to the right through a central angle of 44°40'27", having a radius of 338.00 feet and a chord of N 09°31'25" W 256.92 feet to the Point of Beginning of the inner circle boundary of this described easement;

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 07/15/05
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 Lawrence Kestenbaum, Hashtenaw

WITNESSES
 S.W. COR. SECTION 33 - FD. REMON CAP
 SE CORNER HOUSE - N40°W 125.40'
 NAIL/TAG IN TEL POLE - S55°W 45.50'
 NAIL/TAG IN UTIL POLE - N82°E 128.30'
 1 1/2" IRON PIPE - S04°W 33.24'

WITNESSES
 S. 1/4 COR. SECTION 33 - FD. REMON CAP
 NAIL/TAG IN 37" HICKORY - S21°W 104.67'
 NAIL/TAG IN 24" MAPLE - S33°W 67.80'
 NAIL/TAG IN 28" MAPLE - S51°W 66.47'
 NAIL/TAG IN POWER POLE - N52°E 45.61'

BEARINGS BASED ON THE CONDOMINIUM
 SITE OF "COUNTRY CREEK ESTATES"

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE ON
 APRIL 21, 2004 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD
 OBSERVATIONS OF SUCH SURVEY WAS 1/42,000 AND THAT ALL OF THE
 REQUIREMENTS OF P.A. 132, 1970, AS AMENDED HAVE BEEN COMPLIED WITH.

AMERICAN LANDMARK SURVEY P.L.C.

PART OF THE WEST 1/2 OF SECTION
 33 T.3S., R.6E., AND PART OF THE
 SOUTHEAST 1/4 OF SECTION 32 T.3S.,
 R.6E., PITTSFIELD TOWNSHIP,
 WASHTENAW COUNTY, MICHIGAN.

CLIENT: ENGINEERING TECHNOLOGIES, INC.

DATE 4/21/2004
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