

PINERY AT PAINT CREEK ESTATES

PURCHASER INFORMATION BOOKLET

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

FOR

PINERY AT PAINT CREEK ESTATES SUBDIVISION

This Declaration of Covenants, Easements and Restrictions ("Declaration"), made as of the 15th day of DECEMBER, 2003, by Pinery Properties, L.L.C., a Michigan limited liability company, whose address is 45000 River Ridge Drive, Clinton Township, Michigan 48038 ("Declarant"), is based upon the following:

A. Declarant is the owner of and has developed a certain parcel of land located in Orion Township, Oakland County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 22, both inclusive, Pinery at Paint Creek Estates Subdivision, according to the Plat thereof recorded in Liber 288, Pages 25 through 33, inclusive, of Plats, Oakland County Records (the "Subdivision").

288025 09-05-100-009 } Parent Parcel
 pt 09-05-200-011 }
 B. Declarant desires to impose and subject the Subdivision to certain covenants, restrictions, easements, obligations, charges, and liens, all as more particularly hereinafter set forth, each and all of which are for the benefit of the Subdivision and each Owner, as herein defined, of a Lot, as herein defined, in order to, (i) preserve and enhance property values and amenities in the Subdivision, (ii) insure the most beneficial development of the Subdivision as a single-family residential area, (iii) prevent any use within the Subdivision which might tend to diminish the valuable or pleasurable enjoyment thereof, (iv) assure the harmony, attractiveness, and utility of the Subdivision, (v) regulate the use of the Subdivision, and (vi) establish and define certain rights relative to the Subdivision.

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create the Association, as herein defined, as a legal entity to (i) own, maintain, preserve, and administer the Common Area and any other areas now or hereafter owned

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or administered by the Association (as hereinafter defined), and such landscaping, facilities, and amenities that may be constructed thereon or used therein, (ii) collect and disburse the assessments and charges hereinafter created, and (iii) promote the recreation, health, safety, and welfare of the residents in the Subdivision.

D. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Declarant subject to the covenants, restrictions, obligations, easements, charges, and liens set forth in this Declaration in order to (a) establish a general plan of uniform restrictions with respect to the Subdivision, (b) insure the purchasers of Lots the use of their Lots for attractive residential purposes, (c) secure to each lot owner the full benefit and enjoyment of his residence, and (d) preserve the general character of the neighborhood within the Subdivision.

Now, therefore, Declarant hereby publishes, declares, and makes known to all intending purchasers and future owners of the Lots within the Subdivision, that the Subdivision, and all of the Lots therein, will and shall be used, held occupied, sold, and conveyed expressly subject to the following conditions, restrictions, easements, covenants, and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of any of the Lots, and which shall run with the land (the Subdivision and all of the Lots therein) and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on all grantees of all individual Lots in the Subdivision and on their respective heirs, personal representatives, successors, and assigns for the time and in the manner specified herein.

ARTICLE I

DEFINITIONS

The following terms have the following respective meanings when used in this Declaration, and the singular shall include the plural and vice versa, unless the context requires otherwise:

Section 1. **Association.** "Association" means Pinery at Paint Creek Estates Subdivision Association, a Michigan nonprofit corporation, its successors and assigns.

Section 2. **Common Area.** "Common Area" shall mean those areas of land within the Subdivision (including the improvements thereto) now or hereafter owned or administered by the Association for the common use, benefit, and enjoyment of the Owners.

Section 3. **Declarant.** "Declarant" means Pinery Properties, L.L.C., a Michigan limited liability company, its successors and assigns.

Section 4. **Declaration.** "Declaration" shall mean this Declaration of Covenants and

Restrictions for Pinery at Paint Creek Subdivision, as recorded in the Office of the Oakland County Register of Deeds, State of Michigan.

Section 5. **Lot.** "Lot" means (a) any numbered lot shown on the recorded plat of the Subdivision or and any future subdivisions subjected to this Declaration, (b) any building site resulting from the combination of Lots, and (c) any building site resulting from a proper and approved lot split of any Lot.

Section 6. **Member.** "Member" means those persons entitled to membership in the Association, as provided in this Declaration; provided, however, that for the purposes of voting in Association matters there shall be deemed to be only one (1) Member for each Lot.

Section 7. **Owner.** "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

ARTICLE II

ESTABLISHMENT AND DEDICATION

Section 1. **Establishment of Non-Profit Corporation.** There is hereby established an association of Owners of Lots 1 through 22, both inclusive, of Pinery at Paint Creek Estates Subdivision, to be known as the Pinery at Paint Creek Subdivision Association. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration, as well as those set forth in the articles of incorporation and corporate by-laws for the Association.

Section 2. **Dedication of Common Area.** The Declarant hereby dedicates and conveys to each Owner of a Lot a right and easement of enjoyment in and to the Common Area shown on the recorded Plat for Pinery at Paint Creek Subdivision. Title to the Common Area shall vest in the Association subject to the rights and easement of enjoyment in and to such Common Area by the Owners. Said easement of enjoyment shall not be personal, but shall be considered to be appurtenant to the Lots and shall pass with the title to the Lots whether or not specifically set forth in the deeds of conveyance of the Lots.

Section 3. **Easement for Landscaping.** The Declarant and the Association shall be permitted to enter upon those portions of Lot 1, shown on the Plat of the Subdivision for a landscape easement as may be necessary to install, repair, replace, and maintain any improvements located within the landscape easement, including but not limited to any signs, walls, lighting, sprinkling, and landscaping, if any, as the Declarant or the Association shall deem appropriate.

ARTICLE III

PROPERTY RIGHTS

Section 1. **Owner's Easements of Enjoyment.** The right and easement of enjoyment of each Owner in and to the Common Area, if any, shall be subject to the right of the Association to levy assessments, as set forth in Article V hereof.

Section 2. **Delegation of Use.** Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or purchasers who reside on his Lot.

Section 3. **Declarant's Right to Construct Improvements in the Common Area.** Declarant has the right in its sole discretion to construct any improvements within the Common Areas which Declarant in deems desirable for the Subdivision, including, but not limited to, playground equipment, walking paths, detention ponds, landscaping, entrance improvements, if any. There is no obligation for Declarant to construct any such improvements in the Common Areas, except pursuant to its electionary decision to do so.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership in the Association is, and shall be, appurtenant to, and may not be separated from, ownership of any Lot. Notwithstanding the foregoing, the termination of any person's ownership interest in any Lot, and the consequent termination of such person's membership in the Association, shall not relieve such person from any debt or obligation attributable to such Lot which accrued or arose during the period such person was an Owner of such Lot.

Section 2. **Voting Rights.** The Association shall be two (2) classes of membership, being Class A and Class B, as follows:

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

(b) Each Owner of a Lot other than the Declarant shall be a Class B Member.

(c) Class B membership shall be non-voting until the Transfer Date specified in Subsection 2(d) below, at which time all Owners (including Declarant) shall be entitled to vote on

a one vote per lot basis (regardless of the number of Owners of any Lot).

(d) Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board"), until such date (the "Transfer Date") as shall be the earlier to occur of (i) ninety-five percent (95%) of the lots in the Subdivision shall have been sold (as evidenced by delivery of a deed for such lots to the Lot purchaser) to Owners other than builders purchasing for resale in the ordinary course of their business, (ii) five (5) years after the date of recording of the plat of the Subdivision at the Office of the Register of Deeds for Oakland County, Michigan, or (iii) such earlier date as may hereafter be designated in writing by Declarant.

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual general assessments or charges, and (b) special assessments, which assessments shall be established and collected as hereinafter provided. The general and special assessments, together with interest thereon, late payment fees, and collection costs, including reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon, late payment fees, and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such lot at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and any future subdivisions subjected to this Declaration, and in particular for (a) the improvement, maintenance, repair, replacement and insurance of the Common Area, and the landscaping and other improvements located thereon, and (b) maintenance of the entrance sign located within the boulevard at the Subdivision entrance, and (c) any other duty assigned to the Association under this Declaration or the Articles of Incorporation.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy against each Owner, in any assessment year, a special assessment, ap-

plicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of any improvement upon the Common Area, if any, and other areas, facilities, and amenities which now or hereafter may be under the control of the Association, including, without limitation, those listed above in Section 2 of this Article, or for any other legal purpose desired by the Association, provided that any such special assessment shall have the approval of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for that purpose.

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

Section 5. Rate of Assessment. Both the general and the special assessments shall be set by the Board of Directors at a uniform rate for the Owners of all Lots and may be collected on a monthly or an annual basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. Declarant shall not be responsible for the annual assessment on any Lot Declarant owns. The first annual assessment shall be prorated and adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each Lot and to establish the assessment due date at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and the due date shall be sent to every Owner subject thereto at least thirty (30) days prior to the assessment due date. Failure by the Association to send such written notice shall not permit any Owner to avoid paying the assessment, but shall delay such Owner's assessment due date until thirty (30) days following the date that such notice of assessment is eventually sent. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid in full within thirty (30) days following its due date shall bear interest from the due date at a rate of seven percent (7%) per annum and shall be subject to a late payment fee equal to fifteen percent (15%) of the amount of the assessment to cover the cost of collection by the Association. In the event that the cost of collection, including attorneys' fees, exceeds fifteen percent

(15%) of the amount of the assessment, the Association shall be entitled to collect the deficiency. The aggregate amount of the unpaid assessment, interest, late payment fee, and deficiency shall be a lien against the Lot corresponding to the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, late payment fee, and deficiency, and may foreclose the lien against the Lot in the same manner that real estate mortgages may be foreclosed by action under Michigan law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Exempt Property. All Common Area, if any, and all other property exempt from taxation by state or local governments and dedicated for public use shall be exempt from the assessments, charges, and liens created herein.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage covering the Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, but shall not extinguish the Owner's personal obligation for payment of assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment becoming due after such sale or from the lien thereof.

Section 10. Management Agent. The Board shall be permitted to retain the services of a management agent to aid them in administering and carrying out the purposes of the Association, and may utilize a portion of the Association assessments to pay such management agent a fee deemed reasonable by the Board.

11. Dry Hydrant Maintenance. The Pinery at Paint Creek Estates Subdivision Association shall be responsible for the maintenance, repair, and replacement of the dry hydrant located at the detention area within Pinery Park No. 1. The dry hydrant is fed by this detention pond and is intended for emergency use only and shall not be used for purposed other than for which it is reasonably and obviously intended.

ARTICLE VI

BUILDING AND USE RESTRICTIONS FOR THE SUBDIVISION

Section 1. Use of Lots.

(a) All lots shall be used for single-family residence proposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except one private single-family residential dwelling house and permitted appurtenant structures, if any, on each Lot, as hereinafter provided, which dwelling shall not exceed two (2) stories in height. Such dwelling

house shall be designed and erected for occupation by a single, private family. A private architecturally related attached garage, for the sole use of the Owner or occupant of the Lot upon which said garage is erected, must also be erected and maintained, provided that said garage is in compliance with the requirements of Section 3 of this Article VI.

(b) Notwithstanding the limitations on uses set forth in Section 1(a) above, Declarant hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Declarant, to occupy and use any house or temporary building built on or moved onto any lot as a sales office for the sale of Lots and/or houses within the Subdivision.

Section 2. **Improvement of Lots.**

(a) No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any additions, changes, or alterations to any building or structure be made on any Lot (except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Declarant in the manner set forth in Paragraph 2(d) hereof.

(b) No deck, patio, swimming pool, fence, outbuilding, pool enclosure, or similar other devices and/or structures, whether or not attached to any dwelling, shall be constructed, erected, or maintained on any Lot unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Declarant in the manner set forth in Paragraph 2(d) hereof.

(c) Any and all construction of the buildings, structures, and other items set forth in Paragraphs 2(a) and 2(b) hereof (collectively, the "Improvements") shall be diligently completed in accordance with the plans and specifications which are ultimately approved by Declarant. Copies of all plans and specifications, as finally approved, shall be delivered to Declarant for its permanent file.

(d) Any and all plans and specifications required pursuant to Paragraphs 2(a) and 2(b) hereof, or otherwise as provided in this Declaration, shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject Lot. Declarant shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, would not be suitable or desirable for aesthetic or other reasons or for no reason; and in so passing upon such plans and specifications, Declarant shall have the right to take into consideration the suitability of the proposed Improvements on the Lot upon which they are proposed to be erected, and the harmony as planned in view of the appearance from adjacent or neighboring properties. Declarant shall also have the right to specify the materials to be used in the construction of any Improvements on the Lots, and may require suitable screening of Improvements with adequate shrubs, landscape materials, and other modifications. It is understood and agreed that the purpose of this Paragraph 2(d) is to cause the Subdivision to develop into a beautiful, harmonious, private, residential area, and if any disagreement arises with

respect to the provisions or applications of this Paragraph 2(d), the decision of Declarant shall control and be conclusive upon all parties.

(e) In the event Declarant fails to approve, conditionally approve, or disapprove any plans and specifications required to be submitted to Declarant pursuant to this Declaration within thirty (30) days from the date on which the same have been received by Declarant, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) (i) conform to the restrictions set forth in this Declaration and all applicable statutes, laws, ordinances, and regulations, including zoning laws, and (ii) are otherwise in harmony with the existing Improvements constructed on the Lots.

(f) Should any Lot owner request a variance from the restrictions contained in this Article VI, Declarant shall have the right to charge a \$500.00 review fee to review the plans and specifications for such variance.

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

Section 3. Size and Character of Buildings.

(a) All residences shall have finished exteriors of brick, stone, Exterior Insulating Finishing System (hereinafter called "EIFS"), wood or a combination thereof and at least 90% of the exterior of the front of the dwelling and the exterior of the first floor of the remaining 3 sides (including any walkout or exposed basement areas) shall be brick, stone or EIFS. No used materials may be used in the construction of any dwelling. No dwelling shall have a flat roof or roll type roof, wood shake shingles or 3-tab shingles. No prefabricated, factory-built and/or modular homes shall be located on any Lot. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Declarant; samples thereof shall be furnished to Declarant upon request. All dwellings shall include a private side or court entry garage which shall be directly attached and architecturally related to the dwelling. Every garage shall provide space for at least 3 automobiles and shall be side or court entry. All driveways shall be concrete (no colored concrete shall be allowed) or brick pavers. No aluminum trim or siding and no vinyl trim or siding shall be allowed. All chimneys shall be masonry veneer. Roof slopes shall be a minimum of 12/12 side to side and 8/12 front to back. The Declarant shall have the right to specify which side of the Lot the garage and driveway is to be located.

(b) Size of Residences. No residence shall be hereinafter constructed on any Lot of less than the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

One Story Home 2,450 square feet

One and One Half Story Home 2,900 square feet

Two Story Home..... 3,200 square feet

Bi-Level, Tri-Level and Quad-Level Dwellings are specifically prohibited.

(c) One out building per Lot, as approved by the Declarant and the Township, not exceeding 1,000 square feet in size and architecturally compatible with the main dwelling may be erected on each Lot.

(d) No above-ground swimming pools shall be erected or maintained on any Lot.

(e) All dwellings shall be located within the Lots and setbacks required by Orion Township. The Declarant shall have the right (but not the obligation) to permit setbacks other than those established above if in its sole discretion the grade, soil or other physical conditions pertaining to a Lot justify such a variation. All setback variances shall require the prior written approval of Orion Township.

(f) In the course of constructing a dwelling on a Lot, the Owner shall erect and thereafter maintain at his or her own cost a street light or lamp post to provide lighting in front of the Lot. The size, color, location, configuration, style, illuminative power and power source of the street light or lamp post shall be specified by the Declarant in order to insure consistency and uniformity within the Subdivision. All such lights shall be directed towards the ground. After initial construction, the Owner shall maintain such street light or lamp post in good working order and of excellent appearance, which obligation shall include the cost of any utilities attendant to the street light or lamp post. Such street light or lamp post shall be on a photo-cell and remain lit between the hours of dusk and dawn.

(g) The size, color, style, location and other attributes of the mailbox for any residence shall be as specified by the Declarant, in order to ensure consistency and uniformity within the Subdivision. Declarant may elect to supply mailboxes to the Owner which shall be paid for by the Owner.

(h) Construction Activities.

(1) All construction activities must be started within eighteen (18) months after the date of closing of the Lot to the Co-owner. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(2) All landscaping must be completed within 1 year after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within 1 year after the exterior of the dwelling has been (or with due diligence should have been) substantially completed.

(3) No dwelling may be constructed in the Subdivision unless prior to the date construction thereof commences the general contractor or builder thereof enters into an agreement in form and substance acceptable to the Declarant whereby the contractor or builder agrees to (i) maintain a dumpster on the Lot during the course of construction; (ii) to deposit all trash, garbage, scraps and other disposable items therein; (iii) to keep the Lot in a sightly and clean appearance during the course of construction; (iv) to remove the dumpster and all trash, garbage, scraps or other debris from the Lot upon substantial completion of the structure; and (v) to ensure that during and after construction the Road is maintained in a good and clean condition and free of any dirt, mud or other debris arising from the construction activities. The agreement shall require the contractor or builder to post as security for its obligations hereunder a deposit in the amount of one thousand (\$1,000) dollars.

(4) Each dwelling constructed within The Pinery at Paint Creek shall include a sprinkler fire suppression system installed in accordance with the National Fire Protection Association standards and requirements of Orion Township applicable at the time of construction of each such dwelling. Prior to and following installation, the system must be approved by the Township Building and Fire Departments, and each such sprinkler system shall be continuously maintained in good working order by the owner of each dwelling.

(5) Each owner shall be responsible for controlling and maintenance of soil erosion and runoff in accordance with the approved soil erosion plan on file with Orion Township.

(i) Standard for Declarant's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Declarant under this Section, the Declarant intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Declarant reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (j) of this Section. In addition to ensuring that all dwellings comply with the requirements

and restrictions of this Section 3, the Declarant (or the Association, to the extent approval powers are assigned to it by the Declarant) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Declarant (or the Association) in its sole discretion may determine appropriate or pertinent. The Declarant currently intends to take into account the preservation of trees and of the natural setting of the Subdivision in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Declarant or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings or other structures will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Declarant (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Declarant nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3 or any other provision contained in the Subdivision Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Declarant or any other person for any decision of the Declarant (or alleged failure of the Declarant to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Declarant reserves the right to approve or waive under this Declaration. The approval of the Declarant (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of Orion Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(j) Declarant's Right to Waive or Amend Restrictions. Notwithstanding anything herein to the contrary, the Declarant reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 3, if in the Declarant's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Subdivision and the Lots therein, or to relieve the Owner of a Lot or a contractor from any undue hardship or expense. In no event, however, shall the Declarant be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions sent forth herein, unless the Declarant indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

Section 4. Animals.

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

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

Section 5. Easements.

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

(b) Private easements for public utilities, greenbelts, and entrance signs have been granted and reserved on the plat of the Subdivision.

(c) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed within any drainage, sedimentation, or storm water detention area, if any.

(d) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Lot line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Subdivision, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines, underground facilities, and surface drainage swales, and/or for the installation of additional facilities.

(e) Pinery at Paint Creek Estates Subdivision is subject to a perpetual and permanent easement in favor of the Oakland County Drain Commissioner and the Paint Creek County Drain Drainage District (**referred to as "grantee"**), and grantee's successors, assigns and transferees, in, over, under and through the property described as Pinery at Paint Creek Estates Subdivision, which easement may not be amended or revoked except with the written approval of grantee, and which

contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes 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, storm drains, or related appurtenances, 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;
3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
4. No owner in the subdivision 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 the said easement;
5. The grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access, to the easement property;
6. All owners in the subdivision release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to the Oakland County Drain Commissioner, the Pinery at Paint Creek Estates Drainage District, and their successors and assigns, under this Section of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

(f) Pinery at Paint Creek Estates Subdivision is subject to a certain Conservation Easement to the Michigan Department of Environmental Quality (recorded in Liber 30996, Pages 665 through 696, Oakland County Records). Any wetland area within the Subdivision is to be preserved in its natural undeveloped condition and the Association shall refrain from altering the topography of, placing fill material in, dredging, removing, or excavating any soil or materials from, draining surface water from, constructing or placing any structure in, plowing, tilling, cultivating or otherwise altering or developing the Wetland Area without the prior approval of the Michigan Department of Environmental Quality.

(g) A 12 foot wide safety path easement has been created over Lot 1 pursuant to a certain Safety Path Easement as recorded in Liber 31714, Page 219, Oakland County Records. Declarant is not required to construct the safety path over the safety path easement. If and when constructed, the construction and all related costs of the safety path shall be the responsibility of Orion Township.

Section 6. Prohibited Vehicles and Structures.

(a) No housetrailers, motor homes, commercial vehicles, trailers, cars under repair or restoration, boats, boat trailers, camping vehicles, pickup campers, camping trailers, trucks weighing in excess of two and one-half (2-1/2) tons empty, or any portion thereof, may be parked on or stored on any street in the Subdivision or any Lot, unless stored fully enclosed at all times within an attached garage. Commercial vehicles and trucks shall not be parked or stored in the Subdivision, or on any Lot therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, sheds, and other out buildings of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Subdivision, and no temporary occupancy or residence shall be permitted in unfinished residential dwellings.

(c) Antennae of any kind and satellite reception equipment (including, without limitation, so-called "ham radio towers" and "satellite dishes") which are visible from the exterior of any dwelling or located on any Lot are expressly prohibited in the Subdivision, except 1 satellite dish which is 21 inches in diameter or less shall be allowed per lot which shall be attached to the side or rear of the dwelling.

(d) The provisions of this Section 10 shall not apply to Declarant or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

Section 7. General Conditions.

(a) No Lot shall be used or maintained nor permitted to be used or maintained as a dumping ground for rubbish, trash, garbage, or other water, and the same shall not be kept on any Lot except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

(b) No laundry other than blankets or comforters shall be hung for drying on any Lot so as to be visible from outside of the dwelling constructed on the Lot.

(c) All homes in the Subdivision shall be equipped with electric garbage disposal systems in the kitchen.

(d) The grade, slope, and/or contour of any Lot shall not be changed without the prior written consent of Declarant, the Township, and all other governmental authorities having jurisdiction. This restriction is intended to prevent interference with the master drainage plan for the Subdivision.

(e) No "through the wall" or "through window" air conditioners may be installed on any wall of any building in the Subdivision.

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

(g) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or around any Lot which may become an annoyance or nuisance to the neighborhood or the owners of any of the Lots in the Subdivision.

(h) Any debris resulting from the construction and/or the destruction by fire or otherwise, in whole or in part, of any dwelling or Improvements on any Lot shall be promptly removed (within forty-eight (48) hours of issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority(ies), or the occurrence of such destruction, whichever occurs first) from such Lot in order to preserve the sightly condition of the Subdivision. Each Owner shall prevent their Lot(s), and any dwelling(s), structure(s), or other improvement(s) thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

(i) No above ground pools shall be permitted.

Section 8. Sales Agency and/or Business Office. Notwithstanding anything to the contrary set forth elsewhere herein, Declarant and/or any builders which it may designate may construct and maintain on any Lot or Lots which they may select, a sales agency and a business office for the sale of any Lots and/or dwellings in the Subdivision, or in other lands owned by the Declarant, or may use said Lot or Lots for the construction of a model house or houses for such purposes, and Declarant and such designated builders may continue to do so until such time as all of the Lots in which Declarant or such designated builders have an interest are sold by them.

Section 9. Lease Restrictions. No Owner of any Lot shall lease and/or sublet less than the whole of any dwelling on any Lot. Any lease of an entire dwelling shall be subject to all of the terms, covenants, provisions, and requirements hereof, including, without limitation, the provisions of Article VI, Section 1 hereof.

Section 10. Fences. No fence or wall of any kind shall be erected or maintained on any Lot, except: (i) fences (which shall be wrought iron, aluminum or the equivalent as approved by the Declarant) surrounding swimming pools as the same may be required by Orion Township and approved by the Declarant, (ii) decorative fences, (iii) fences in the rear of the dwelling which extend no further than 50 feet past the rear of said dwelling (or 70 feet past the rear of said dwelling for dwellings with approve swimming pools) and shall be no wider than the width of the dwelling. No cyclone fences shall be allowed. All fences shall be no larger than 4 feet in height, except as may be required by Township Ordinance for swimming pools.

Section 11. Signs. No signs or billboards shall be placed, erected, or maintained on any Lot, except for one (1) professional quality sign of not more than six (6) square feet in size and not more than three feet (3') in height for the sole purpose of advertising the Lot and the Dwelling on the Lot for sale or rent.

All permitted signs must also be in compliance with the ordinances and regulations of Orion Township and all other governmental authorities having jurisdiction with respect thereto. Such sign shall have been constructed and installed in a professional manner and shall comply with all ordinances of the Township. All permitted signs shall be kept clean and in good repair during the period of its placement and maintenance on any Lot. The provisions of this Section 12 shall not apply to (a) such signs as may be installed or erected on any Lot by Declarant, or any builder which it may designate, during the construction period or during periods as any dwelling on any Lot may be used as a model or for display purposes, or (b) any Subdivision entrance sign(s).

Section 12. Landscaping.

(a) Upon the completion of a residence on each of the Lots, the owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser thereof) shall cause all portions of the Lot to be finish-graded, seeded or sodded, and suitably landscaped on or before 6 months, weather permitting, after the completion of the dwelling. All lawns and landscaping in the Subdivision (including any berm and landscaping areas) shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Section 12 to cause the Subdivision to develop into a beautiful, harmonious, private residential area.

(b) Should any Owner fail to maintain the lawns, trees, berms, shrubbery, or other landscaping on his Lot in good order and repair in accordance with "good property management", then Declarant or the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair, or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, Declarant or the Association, as the case may be, shall be authorized and permitted to enter the Lot for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, Declarant or the Association, as the case may be, shall be authorized and permitted to enter the Lot as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms, shrubbery, and other landscaping on the Lot, which right of Declarant or Association shall continue until such time as Declarant or the Association reasonably shall determine that the Owner of the deficient Lot is willing and able to reassume the maintenance responsibility.

The cost incurred by Declarant or the Association for such maintenance, repair, and replacement, plus an administrative fee equal to twenty percent (20%) of such cost, shall be due and

payable by the Owner of such Lot to Declarant or the Association, as the case may be, within ten (10) days following such date as declarant or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the Lot, shall be a continuing lien upon the Lot, and shall be treated as an additional assessment against the Lot subject to treatment in accordance with the provisions of this Declaration controlling and affecting such assessments, including, without limitation, those stated in Article V of this Declaration.

Section 13. Architectural Control Committee.

(a) Declarant may, in its sole discretion, at any time prior to the date on which all of the Lots in the Subdivision have been sold and conveyed by Declarant to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Declarant's rights to approve or refuse to approve any plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Lot in the Subdivision. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Declarant in Section 2 of Article VI hereof relative to approving or disapproving such matters, and Declarant shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Declarant. Upon the Transfer Date, Declarant shall transfer its right to appoint the members of the Architectural Control Committee to the Association. Until such transfer, Declarant reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

(b) Any submission(s) to Declarant or the Architectural Control Committee for any approval provided for under this Declaration shall be in writing, and shall conform to the requirements of Section 2 of Article VI hereof. The primary purpose for providing architectural control is to ensure the proper and harmonious development of the Subdivision in order to maximize the aesthetic beauty of the Subdivision and its blending with the surrounding area. To this end, Declarant or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Subdivision, or otherwise further or be consistent with the purposes of this Declaration. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Declarant or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Declarant nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of this Declaration, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

ARTICLE VII

ASSESSMENT OF FINES

Section 1. **General.** The Association, acting through its Board, shall be permitted to assess monetary fines against any Owner in the event that the Owner or his tenants, guests, family, or invitees shall violate any of the provisions of this Declaration or any of the rules and regulations duly established by the Association. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants, or invitees.

Section 2. **Procedures.** Upon any such violation being alleged by the Board, the following procedures shall be followed:

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

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

(c) **Default.** Failure to respond to the notice of violation shall constitute a default by the Owner.

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

Section 3. **Amounts.** Upon a finding by the Board that a violation has occurred, the following fines shall be levied against the offending Owner:

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

(b) **Second Violation.** A Twenty-Five Dollar (\$25.00) fine shall be levied.

(c) **Third Violation.** A Fifty Dollar (\$50.00) fine shall be levied.

(d) **Fourth Violation and Subsequent Violations.** A One Hundred Dollar

(\$100.00) fine shall be levied.

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

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Owner in the same manner as the annual Association assessments and shall be due and payable to the Association on the first day of the next following month. Failure to pay the fine when due shall subject the offending Owner and his Lot(s) to all of the liabilities set forth in Article V, Section 8 hereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, and each Owner shall each have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, reservations, obligations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period after the Transfer Date by a recorded instrument signed by not less than seventy percent (70%) of the Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Owners. Prior to the Transfer Date, Declarant, without the consent, vote, signature, or approval of any Owner, the Association or any Members thereof, may, prospectively or retroactively, by instrument recorded at the Office of the Register of Deeds for Oakland County, Michigan, modify, restate, waive, repeal, amend, change, or replace this Declaration, or any or all of the provisions hereof, with respect to any thing or any particular Lot or Lots located within the Subdivision as Declarant in its sole discretion deems necessary or desirable.

Declarant's right to amend, change, or replace this Declaration shall be permitted at any time prior to the Transfer Date, notwithstanding an assignment of Declarant's rights and powers pursuant to Section 4 of this Article VIII.

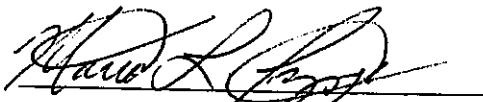
Section 4. Assignment or Transfer of Rights and Powers. Declarant hereby reserves the unequivocal right to assign to the Association or any other party, in whole or in part, from time to time, any or all of the rights, powers, titles, easements, and estates hereby reserved or given to Declarant herein, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing, except that Declarant's right to amend, change, or replace this Declaration without the consent of the Owners as provided in Section 3 of this Article VIII may not be assigned. Any such permitted assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given and reserved to and assumed by Declarant in connection with the rights, powers, titles, easements, and estates so assigned, and such instrument, when executed by such assignee, shall without further act release said Declarant from all obligation, duties, and liability in connection therewith.

Section 5. Deviations by Agreement with Declarant. Declarant hereby reserves the right at any time prior to the Transfer Date to enter into agreements with the Owner of any Lot or Lots, without the consent of Owners of other Lots or adjoining or adjacent property, to deviate from any or all of the covenants set forth in this Declaration provided there are practical difficulties or particular hardships evidenced by such Owner. Following the Transfer Date, such power vested in Declarant shall be transferred to the Association. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining Lots.

Section 6. Transition of Association Board of Directors. The Association By-Laws shall provide that the members of the Board may, at the Declarant's option, be appointed by the Declarant until the Transfer Date, and thereafter, shall be elected by the Owners. In the event that Declarant no longer desires to appoint the members of the Board and the Owners are unwilling or unable to elect a Board who desire to serve as Directors, the Declarant reserves the right to grant to the Management Agent of the Association or to such other designee chosen by Declarant the right to appoint a Board composed of either Owners or non-Owners, or some combination thereof. The fee charged by the management Agent or other designee and by the Directors shall be paid directly by the Association. The right of the Management Agent or other designee to appoint the Board shall continue until the first annual meeting at which the Owners are willing and able to elect a Board of Owners who desire to serve as Directors.

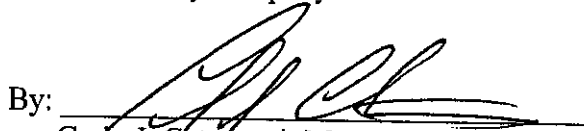
In witness whereof, Declarant has executed this Declaration of Covenants, Easements and Restrictions for Pinery at Paint Creek Estates Subdivision as of the date first above written.

IN THE PRESENCE OF:


MARIO L. IZZI

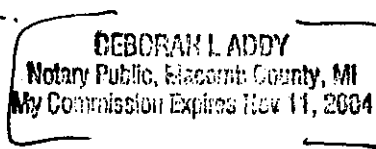

PINERY PROPERTIES, L.L.C., a Michigan
limited liability company


D L ADDY

By: 
Carlo J. Catenacci, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 15TH day of DEC. 2003, by Carlo J. Catenacci, Manager of Pinery Properties, L.L.C., a Michigan limited liability company, behalf of it.

 
DEBORAH L. ADDY Notary Public
MACOMB County, Michigan
My Commission Expires: November 11, 2004

DRAFTED BY AND WHEN RECORDED RETURN TO:

MARK J. ABDO, ATTORNEY AT LAW
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038

CONSENT OF MORTGAGEE

The undersigned, Huntington Bank, whose address is 803 West Big Beaver, Suite 202, Troy, Michigan 48084, being the holder of a certain Mortgage covering Pinery at Paint Creek Estates Subdivision, hereby acknowledges and consents to the foregoing Declaration of Easements, Covenants and Restrictions for Pinery at Paint Creek Estates Subdivision.

WITNESSES:

Mario L. IZZI
MARIO L. IZZI

Dolores A. Baranski
DOLORES A. BARANSKI

HUNTINGTON BANK

By: *Bart Famularo*

BART FAMULARO
Its: VICE PRESIDENT

STATE OF MICHIGAN

COUNTY OF Macomb ss.

The foregoing instrument was acknowledged before me this 16 day of December, 2003, by BART FAMULARO the VICE PRESIDENT of Huntington Bank, on behalf of the Bank.

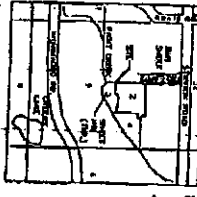
Dolores A. Baranski
Notary Public
County, Michigan
My Commission Expires: _____

DOLORES A. BARANSKI
NOTARY PUBLIC
MACOMB COUNTY, MI
ACTING IN OAKLAND COUNTY, MI
MY COMMISSION EXPIRES
JUNE 3, 2003

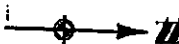


PINERY AT PAINT CREEK ESTATES

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 30 E. OGDON TOWNSHIP, OAKLAND COUNTY, MICHIGAN



LOCATION MAP NO SCALE

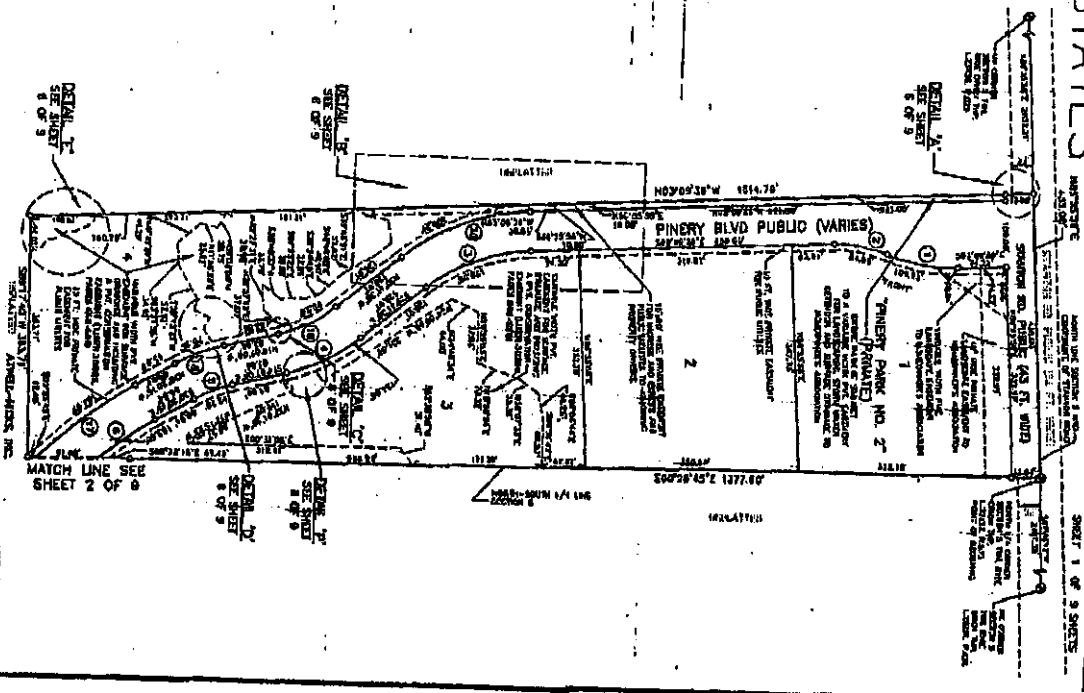
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has PLAT is strictly to instructions of personnel by ACT and in 1967, as mentioned in Enclosure 10, according to the instructions of the Chairman of the Board of Defense, to the effect that PLAT should be used in the production and service of weapons and equipment, and that the quality of the work should be improved in order to meet the needs of the Ministry of Defense of the USSR.

11 June 1971



PLAF DESERVO

[illegible]

LIBER 11, PAGE 2

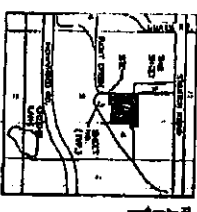
51345 6 30 9 5425

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. QUINN TOWNSHIP, DALLAS COUNTY, TEXAS

LIBER 263, PAGE 35
SHEET 2 OF 3 SHEETS

DATE TIME		CHRG	INCH	WEIGHT	HAIR	SCARS
1	10/10/68	10/10/68	5' 10"	150	BROWN	1
2	10/10/68	10/10/68	5' 10"	150	BROWN	1
3	10/10/68	10/10/68	5' 10"	150	BROWN	1
4	10/10/68	10/10/68	5' 10"	150	BROWN	1
5	10/10/68	10/10/68	5' 10"	150	BROWN	1
6	10/10/68	10/10/68	5' 10"	150	BROWN	1
7	10/10/68	10/10/68	5' 10"	150	BROWN	1
8	10/10/68	10/10/68	5' 10"	150	BROWN	1
9	10/10/68	10/10/68	5' 10"	150	BROWN	1
10	10/10/68	10/10/68	5' 10"	150	BROWN	1
11	10/10/68	10/10/68	5' 10"	150	BROWN	1
12	10/10/68	10/10/68	5' 10"	150	BROWN	1
13	10/10/68	10/10/68	5' 10"	150	BROWN	1
14	10/10/68	10/10/68	5' 10"	150	BROWN	1
15	10/10/68	10/10/68	5' 10"	150	BROWN	1
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29	10/10/68	10/10/68	5' 10"	150	BROWN	1
30	10/10/68	10/10/68	5' 10"	150	BROWN	1
31	10/10/68	10/10/68	5' 10"	150	BROWN	1
32	10/10/68	10/10/68	5' 10"	150	BROWN	1
33	10/10/68					

PLATED
ALL BATTERIES ARE IN STOCK
AT DISCOUNT PRICES AND SHIP ALONG THE A.C.
CABLES. THE BATTERIES ARE
THE "SAGE" 100 AMP. 12 VOL. BATTERY
6100 ENCLOSURE IN 4" SQUARE CASES CONTAINING A V-C® SEED
CELL. ALL BATTERIES ARE 17" HIGH, 10" WIDE AND 14" DEEP.
ALL BATTERIES ARE IN STOCK IN THE POWER AT PAINT CENTER
OF CHARLOTTE, NORTH CAROLINA. PHONE 419 - 374



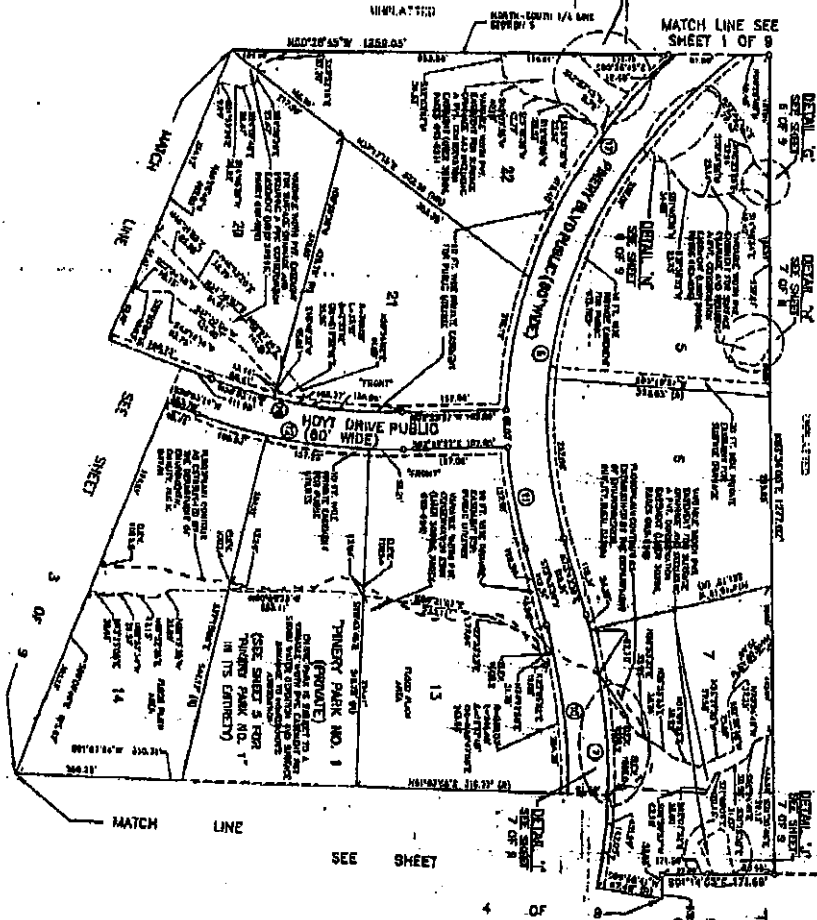
LOCATION MAP NO SCALE

1952: 404 + 100 TST

THIS PLAN IS SUBJECT TO ALTERATIONS AS DEMANDS BY ACTS OF GOD, AS ARISEING, OR OTHERWISE, ACCORDING TO THE REQUIREMENTS OF THE CHURCHES MEMBERS OF ORDER AND RESPECT TO THE PRESENTED AND MODERN EXPRESSION OF THE CHURCHES, WHICH ARE ASSIGNED TO THE CHURCHES, WITH NO OTHER ACCEPTS OF THE CHURCH.



Alfred Brown



AT&T-TELETYPE, INC.

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. OREGON TOWNSHIP, CLATSOP COUNTY, MICHIGAN

SALES & SERVICE



LOCATION MAP NO SCALE

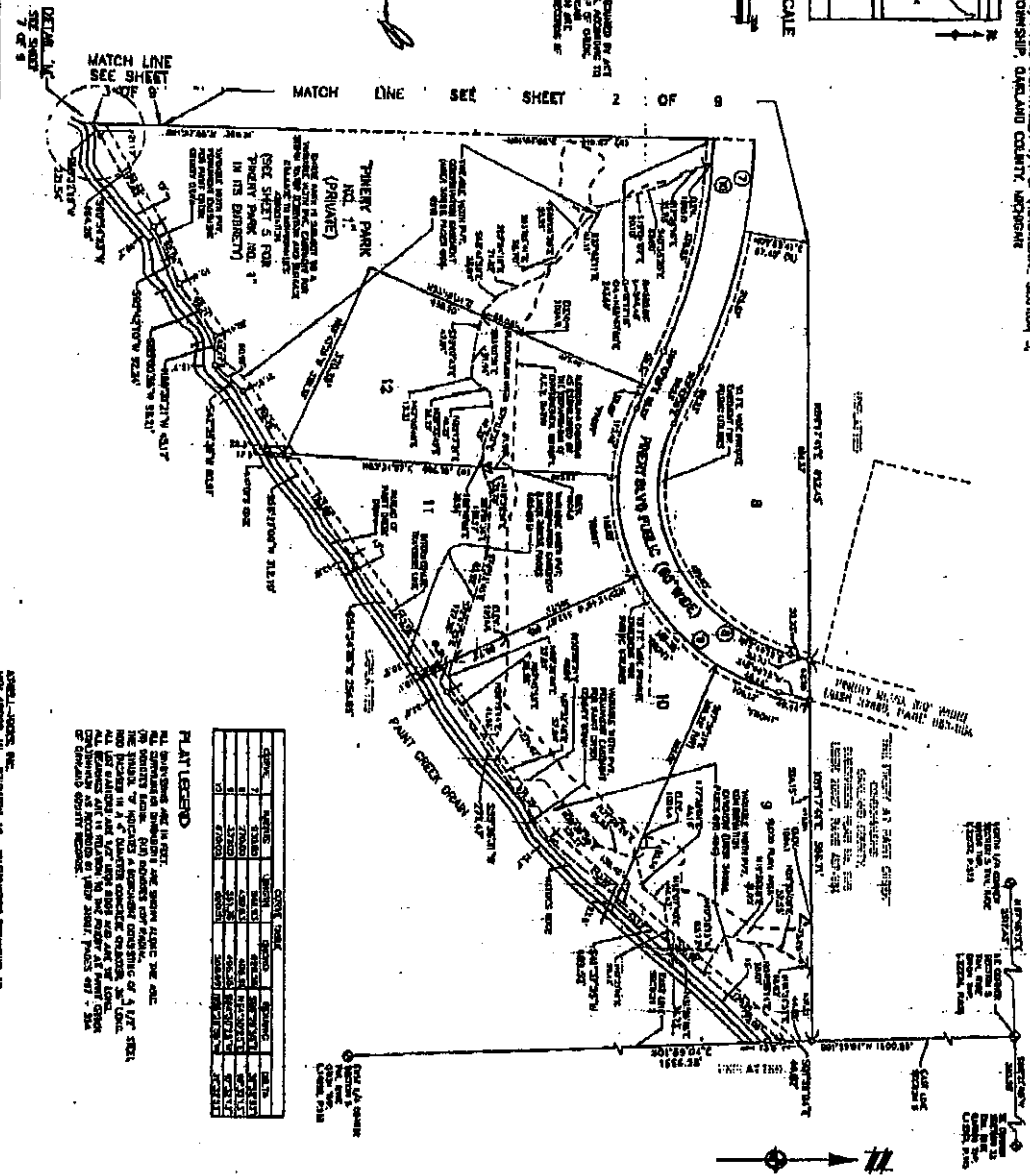
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has been subjected to questioning, as required by ACT 245 of 1982, as amended, on several occasions, according to the best knowledge of the undersigned. However, it is noted that the respondent has not been interviewed by the undersigned in connection with the investigation of the above-captioned case, and the undersigned is unable to provide any further information regarding the respondent's activities in connection with the investigation of the above-captioned case.



Alfred Brown

MATCH LINE SET SHEET 2 OF 8



		COW DATA				
DATE	NAME	AGE	WEIGHT	HEIGHT	LENGTH	WIDTH
1	13165	2	500 LB	55 1/2 IN	57 1/2 IN	15 1/2 IN
2	13165	3	500 LB	56 1/2 IN	58 1/2 IN	16 1/2 IN
3	13165	4	500 LB	57 1/2 IN	59 1/2 IN	17 1/2 IN
4	13165	5	500 LB	58 1/2 IN	60 1/2 IN	18 1/2 IN
5	13165	6	500 LB	59 1/2 IN	61 1/2 IN	19 1/2 IN
6	13165	7	500 LB	60 1/2 IN	62 1/2 IN	20 1/2 IN

FLAT LEGEND

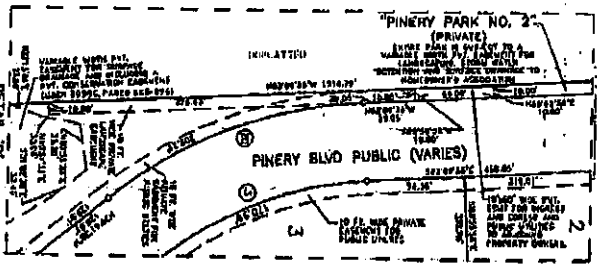
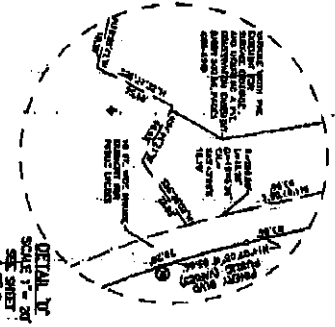
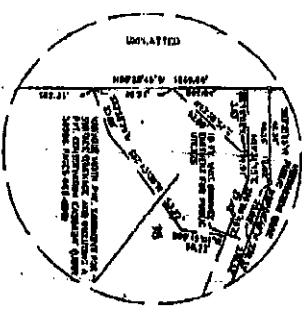
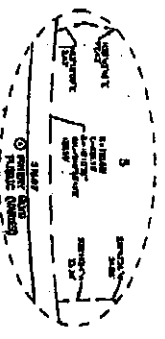
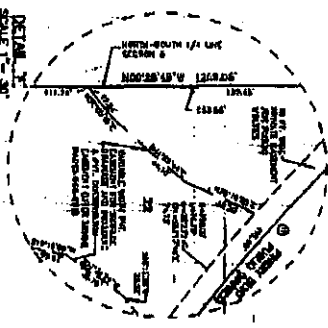
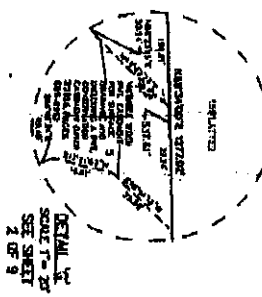
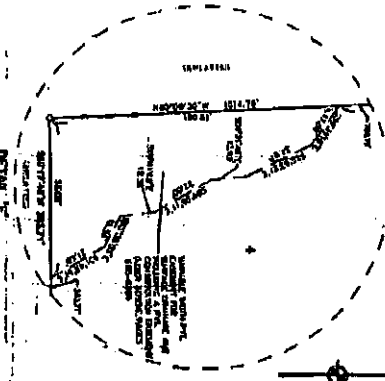
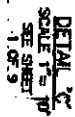
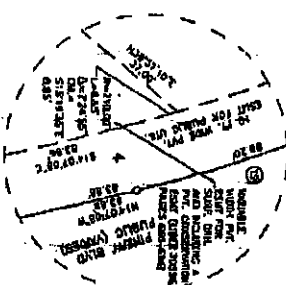
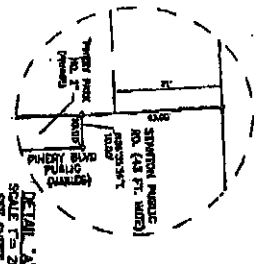
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 01-28-2001 BY 60322 UCBAW

APRIL 1968, ETC.
BOX 4000, 411 BELMONT, NO WASHINGTON TOWNSHIP, NJ

PINERY AT PAINT CREEK ESTATES

PART OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 5,
T. 4 N., R. 10 E. ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LIBER 228, PAGE 30
SHEET 4 OF 8 SHEETS



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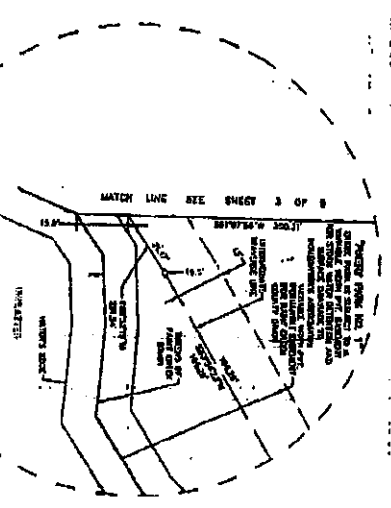
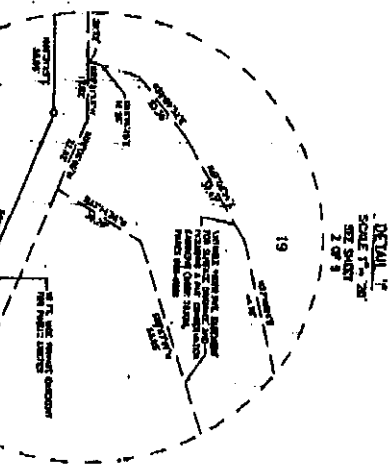
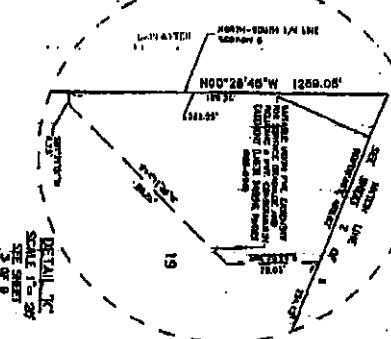
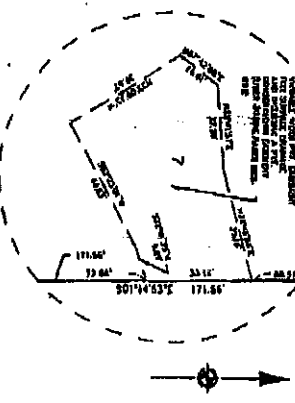
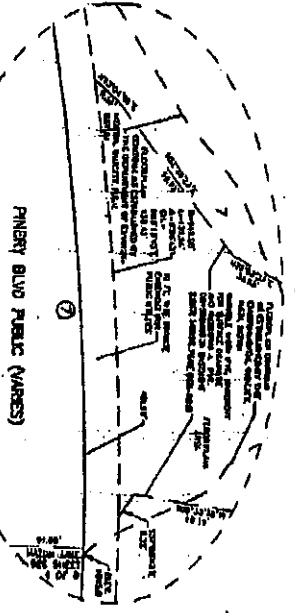
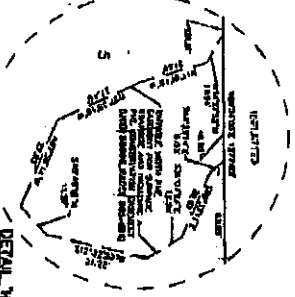
Handwritten note: Pinery Park No. 2, 3/15/1911

RECORDED IN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT
IN THE COUNTY OF OAKLAND, MICHIGAN

PINERY AT PAINT CREEK ESTATES

PART OF THE NORTHEAST 1/4 AND SOUTHWEST 1/4 OF RACINORUM, SECTION 5,
T. 4 E., R. 10 E., CRION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

UBOR 23, PAGE 31
SHEET 7 OF 9 SHEETS



Alfred J. Brown

Revisions could have been made

ARDEL, JACKSON, INC.
4000 ARDEL, 300 BROADVIEW, IN INDEPENDENT TOWNSHIP, IN

LIBER 23, PAGE 32
SERIAL 6 OF 9 SHEETS

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. ORION TOWNSHIP, CAYLUND COUNTY, MICHIGAN

THE AGENCY'S RESPONSE

1. I learned through this experience that I had learned and missed the last year on this job. I learned to follow the rules of the company and to be a good worker.

FACTS OF THE FORECASTING BUSINESS, SEPT. 5, 1964

THE NEW YORK TIMES, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 26

... I have been asked, again and again by the friends of socialism

THE ABOVE IS A TRUE REPRESENTATION OF ALL THE CONTENTS HEREIN AND THE SIGNATURE OF A MEMBER OF THE BOARD OF DIRECTORS OF THE COMPANY.

THESE RESULTS SHOW THAT THE FIVE ARE CONSIDERED AS PROBABLY OF GREAT

1. The first step is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

ATKINS, JAMES, JR.
BORN 21 JUL 1920
DIED 1961

APRIL 22, 2003
DATE

618
14 CANTON STREET, R.F. 10, N.Y. 10011
JAN 1968



2010年12月15日

[illegible]

1

Handwritten:
Randy L. Uhl

4. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. 0. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829.

Handwritten signature
President of the Corporation

Page 2
CAND. J. CRIPPORE MEMPHIS

... in the ...

RECORDED COPY BEING IN THE OFFICE OF THE DISTRICT ATTORNEY, NEW YORK, N. Y. ON JANUARY 1, 1934.

Abdulkadir

11-11-04

References

[illegible]

JOHN WILSON BAKER
and **WILLIAM W. BAKER**

William E. Brewster

EXERCISE 4. BAKING

~~James D. Gifford~~
Deputy Executive

WIFE: Barbara
BMT Family Name: _____
Wife Present: _____

21
 NAME OF REQUESTING
 OFFICE OF ORIGINATING

[illegible]

Heather Burd
NORTH HAVEN, CONNECTICUT
SULLIVAN STREET, NORTH
HAVEN, CONNECTICUT 06460
AT CONGRESS STREET *March 3, 2007*

BRIDGEMAN, MI RESTORATION TECHNOLOGY, INC.

PINERY AT PAINT CREEK ESTATES

LIBER 288, PAGE 28
SHEET 9 OF 9 SHEETS

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 3,
T. 4 N., R. 10 E., DRISKY TOWNSHIP, OAKLAND COUNTY, MICHIGAN

THE RECORDS OF THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, SHOW THAT THE FOLLOWING IS THE TRUE AND CORRECT COPY OF THE ORIGINAL RECORDS OF THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, FOR THE YEAR 1900.

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

RECORDED BY THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, FOR THE YEAR 1900.

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

THE RECORDS OF THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, SHOW THAT THE FOLLOWING IS THE TRUE AND CORRECT COPY OF THE ORIGINAL RECORDS OF THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, FOR THE YEAR 1900.

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

RECORDED BY THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, FOR THE YEAR 1900.

W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

EXAMINED AND APPROVED
DATE Nov. 12, 1903
BY DEPARTMENT OF LAND AND NATURAL RESOURCES
AND DEPARTMENT OF AGRICULTURE
AND FORESTRY
OFFICE OF LAND SURVEY
AND RECORDS



W. H. H. H.
COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN

RECORDED BY THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES, AND THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, FOR THE YEAR 1900.



574972

LIBER 31463 PAGE 34
\$25.00 MISC RECORDING
\$4.00 REMONUMENTATION
11/18/2003 12:57:41 P.M. RECEIPT# 103275
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR PRIVATE WELLS AND SEPTIC
SYSTEMS FOR THE PINERY AT PAINT CREEK ESTATES SUBDIVISION**

This Declaration of Restrictions for Private Wells and Septic Systems ("Declaration"), made as of the 18th day of November, 2003, by Pinery Properties, L.L.C., a Michigan limited liability company, whose address is 45000 River Ridge Drive, Clinton Township, Michigan 48038 ("Declarant"), is based upon the following:

A. Declarant is the owner of and has developed a certain parcel of land located in Orion Township, Oakland County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 22, both inclusive, Pinery at Paint Creek Estates Subdivision, according to the Plat thereof recorded in Liber 288, Pages 25 through 33, inclusive, of Plats, Oakland County Records (the "Subdivision").

B. Declarant desires to impose and subject the Subdivision to certain restrictions as hereinafter set forth.

C. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Declarant subject to the covenants and restrictions set forth in this Declaration.

Now, therefore, Declarant hereby publishes, declares, and makes known to all intending purchasers and future owners of the Lots within the Subdivision, that the Subdivision, and all of the Lots therein, will and shall be used, held occupied, sold, and conveyed expressly subject to the following conditions, restrictions, covenants, and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of any of the Lots, and which shall run with the land (the Subdivision and all of the Lots therein) and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on all grantees of all individual Lots in the Subdivision and on their respective heirs, personal representatives, successors, and

assigns for the time and in the manner specified herein.

ARTICLE I

OAKLAND COUNTY DEPARTMENT OF HUMAN SERVICES RESTRICTIONS FOR PRIVATE WELLS AND SEPTIC SYSTEMS

The following Oakland County Department of Human Services, Health Division, restrictions regarding private wells and septic systems shall apply to Lots in The Pinery at Paint Creek Estates Subdivision:

- (a) No lot shall be used for other than a single-family residence.
- (b) Permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to any construction. All on-site sewage disposal systems must be installed at least 100' from any impounded water. Additional acceptable soil evaluations will be required on the lots before septic permits can be issued.
- (c) Permits for the installation of on-site water supplies shall be obtained from the Oakland County Health Division prior to any construction. Wells, when drilled, shall penetrate an adequate clay layer 10' or thicker. In the absence of such a protective layer, all wells shall be drilled to provide at least 50 feet of submergence between the top of the well screen and the static water level. A well driller registered by the State of Michigan must drill all wells. All wells must be grouted their entire casing length. A completed well log for each well shall be submitted to the Oakland County Health Division within 60 days following the completion of the well.
- (d) Final inspections and approvals shall be obtained from the Oakland County Health Division for the well and septic installations prior to obtaining occupancy permits.
- (e) Prospective residents must be made aware that water treatment systems may be necessary or desirable for their drinking water to prevent staining of fixtures and/or odor problems which may arise from the high levels of iron and hardness. The arsenic advisory must also be included in the deeds and should read as follows:

Test well construction and water quality sampling for The Pinery at Paint Creek Estates Subdivision has confirmed arsenic concentrations from individual wells that may exist above the established USEPA drinking water standard of 10 micro gram per liter. Some people who drink water containing arsenic in excess of the established standard over many years could experience skin damage or problems with their circulatory system, and may have increased risk of getting cancer.

In order that individual owners can be advised of the arsenic concentration from their particular well and options for reducing exposure, all wells drilled in this development are required to be sampled for arsenic. Where concentrations are found to exceed 10 micro gram per liter, well modification, water well replacement, and point of use treatment devices may be the most effective approaches to reduce exposure to arsenic in drinking water.


(f) Ownership and responsibility for the maintenance of the on-site wells and sewage systems must be assigned to the individual owners the owners individual deed description.

(g) The aforementioned documents are to be submitted to the Oakland County Health Division (OCHD) and the Michigan Department of Environmental Quality (MDEQ) prior to the recording of the final deed.

(h) Lot number 4 is the only Lot that suitable soils have not been observed and is excluded from the OCHD approval. The site engineer has indicated locations of the soil excavations. The soil locations do not necessarily coincide with the indicated proposed locations of the on-site sewage disposal systems. Therefore, before any permits are issued for the construction of the on-site sewage disposal systems new soil evaluations will be required on every Lot

IN THE PRESENCE OF:


MARIO L. IZZEL


Holly Semeraw


PINERY PROPERTIES, L.L.C., a Michigan
limited liability company

By:


Carlo J. Zatenacci, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 4th day of October, 2003 by Carlo J. Catenacci, Manager of Pinery Properties, L.L.C., a Michigan limited liability company, behalf of it.


ROSA BONANNI
Notary Public
Macomb County, Michigan
My Commission Expires October 19, 2003

DRAFTED BY AND WHEN RECORDED RETURN TO:

MARK J. ABDO, ATTORNEY AT LAW
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038

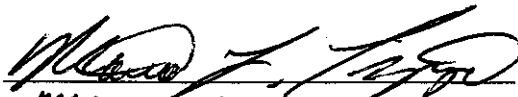
**CONSENT OF MORTGAGEE TO DECLARATION OF RESTRICTIONS FOR PRIVATE
WELLS AND SEPTIC SYSTEMS IS ATTACHED HERETO**

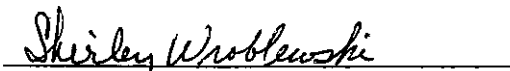
CONSENT OF MORTGAGEE

The undersigned, Huntington Banks, whose address is 803 West Big Beaver, Suite 202, Troy, Michigan 48084, being the holder of a certain Mortgage covering The Pinery at Paint Creek Subdivision, hereby acknowledges and consents to the foregoing Declaration of Restrictions for Private Wells and Septic Systems for The Pinery at Paint Creek Subdivision.

WITNESSES:

HUNTINGTON BANKS


 MARIO L. IZZEL


 SHIRLEY WROBLEWSKI

By:

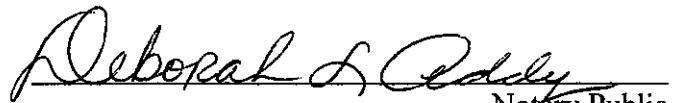


BART FAMULARO

Its: VICE PRESIDENT

STATE OF MICHIGAN)
)ss.
 COUNTY OF)

The foregoing instrument was acknowledged before me this 4TH day of OCT, 2002, by BART FAMULARO, the VICE PRESIDENT of Huntington Banks, on behalf of it.


 Notary Public
 County, Michigan

My Commission Expires:

~~DEBORAH LADDY~~

Notary Public, Macomb County, MI

My Commission Expires Nov 11, 2004

PINERY AT PAINT CREEK ES

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, H. LAWRENCE O'DONNELL, SURVEYOR CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT,
DESCRIBED AS FOLLOWS: "PINERY AT PAINT CREEK ESTATES"

1/4 AND NORTHWEST 1/4

PART OF THE NORTHEAST OF FRACTIONAL SECTION 5, 14N, R10E, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 5, 1277.02 FEET; THENCE S01°14'53"E 171.56 FEET; THENCE N89°17'41"E 692.45 FEET; THENCE S01°59'04"E 44.02 FEET ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 5; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE ALONG THE NORTH SIDE OF PAINT CREEK THE FOLLOWING SIXTEEN COURSES: S41°37'56"W 469.52 FEET, S55°36'31"W 271.47 FEET, S54°34'16"W 254.66 FEET, THENCE S58°27'00"W 312.19 FEET, S42°38'30"W 60.91 FEET, N89°31'21"W 45.17 FEET, S55°00'55"W 98.21 FEET, S65°42'10"W 92.24 FEET, S60°54'23"W 164.26 FEET, S58°32'19"W 221.54 FEET, S57°55'40"W 363.28 FEET, S62°33'16"W 304.92 FEET, N89°22'37"W 97.11 FEET, N66°29'45"W 137.35 FEET, N47°35'42"W 97.17 FEET AND N35°25'27"W 143.08 FEET THENCE N00°28'45"W 1259.05 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID FRACTIONAL SECTION 5; THENCE S89°17'40"W 363.71 FEET; THENCE N03°09'36"W 1514.79 FEET; THENCE N86°55'58"E 435.00 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 5 AND THE CENTERLINE OF STANTON ROAD TO THE POINT OF BEGINNING, CONTAINING 74.26 ACRES OF LAND, COMPRISED OF 22 LOTS NUMBERED 1 THROUGH 22 INCLUSIVE AND PINERY PARK NO. 1 AND NO. 2. THE PLAT INCLUDES ALL LAND BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE HEAD OF PAINT CREEK DRAIN.

TO THE SOUTH LINE OF THE PINERY AT PAINT CREEK CONDOMINIUMS, OAKLAND COUNTY L. 20027, P. 497-504; THENCE N89°17'41"E 586.71 FEET ALONG SAID SOUTH LINE;

THENCE S67°46'12"W 2497.35 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 5 TO THE NORTH 1/4 CORNER OF SAID FRACTIONAL SECTION 5 AND TO THE POINT OF BEGINNING;

WITNESSES:

Marion L.
MARION L.

Kimberly
KIMBERLY

STATE OF MICHIGAN
COUNTY OF MAC

PERSONALLY CALLED
CARLO J. CATEN
FOREGOING INSTRUMENT AS

09-05-200-011
09-05-100-069

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



COUNTY MICHIGAN
DEPARTMENT OF HUMAN SERVICES

December 12, 2002

L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

HEALTH DIVISION
George J. Miller, M.A., Manager

RECEIVED
DEC 18 2002
ATWELL-HICKS, INC.

ATWELL - HICKS
ATTN: MICHAEL MOTTE
6303 26 MILE RD - SUITE 100
WASHINGTON MI 48094

RE: THE PINERY AT PAINT CREEK ESTATES.
SECTION 5
ORION TOWNSHIP

Dear Mr Motte:

In accordance with Section 105(g), Act 288, Public Acts of 1967, as amended, the proposed preliminary subdivision project has been reviewed and is granted preliminary health division approval in accordance with the restrictions included in this letter.

The project has been reviewed as to the applicability of the Oakland County Sanitary Code, Article II, in regard to groundwater protection. The project, as proposed, does comply with the conditions of Article II. The project consists of 22 single-family residential lots on 74.26 acres of land. The typical 62,000+ square foot lots are to be served by on-site water supplies and on-site sewage disposal systems. The distance to the nearest public water supply and the nearest public sewer is over one mile. This project will not be served by these systems in the foreseeable future.

Soils for the project have been submitted by the project engineer and have been evaluated and confirmed by representatives of this division. Soils in general consist of sand with some areas affected by seasonably high water tables. Lot number four is the only lot that suitable soils have not been observed and is excluded from this approval. The site engineer has indicated locations of the soil excavations. The soil locations do not necessarily coincide with the indicated proposed locations of the on-site sewage disposal systems. Therefore, before any permits are issued for the construction of the on-site sewage disposal systems new soil evaluations will be required on every lot.

Information from the site engineer indicates that a sufficient quantity of water is available for domestic purposes. This information included a test well on lot 1 drilled to a total depth of 140 feet. Information was also provided as to the existence of an adequate clay protective barrier and at least 50 feet of submergence.

Water samples indicate chemical suitability of the water aquifer to be acceptable for the parameters tested, with the exception of arsenic, iron, and hardness. The iron level of .47 mg/L and hardness level of 224 mg/L while not being a health concern may be aesthetically objectionable. Arsenic levels above the USEPA drinking water standard of 10µg/l were detected in the test well and an arsenic advisory must be included in the deeds for the lots in Pinery II.

In accordance with administrative rules promulgated under the authority of Act 288, Public Acts of 1967 as amended, the subdivision project as submitted, with on-site water wells and sewage disposal, is approved by this office, with the following restrictions to be made part of the final subdivision project documents:

- (a) No lot shall be used for other than a single-family residence.
- (b) Permits for the installation of on-site sewage disposal systems shall be obtained from the Oakland County Health Division prior to any construction. All on-site sewage disposal systems must be installed at least 100' from any impounded water. Additional acceptable soil evaluations will be required on the lots before septic permits can be issued.

Atwell-Hicks
December 12, 2002
Page 2

- (c) Permits for the installation of on-site water supplies shall be obtained from the Oakland County Health Division prior to any construction. Wells, when drilled, shall penetrate an adequate clay layer 10' or thicker. In the absence of such a protective layer, all wells shall be drilled to provide at least 50 feet of submergence between the top of the well screen and the static water level. A well driller registered by the State of Michigan must drill all wells. All wells must be grouted their entire casing length. A completed well log for each well shall be submitted to the Oakland County Health Division within 60 days following the completion of the well.
- (d) Final inspections and approvals shall be obtained from the Oakland County Health Division for the well and septic installations prior to obtaining occupancy permits.
- (e) Prospective residents must be made aware that water treatment systems may be necessary or desirable for their drinking water to prevent staining of fixtures and/or odor problems which may arise from the high levels of iron and hardness. The arsenic advisory must also be included in the deeds and should read as follows:

Test well construction and water quality sampling for The Pinery At Paint Creek ~~No. 2~~ ^{ESTATE} has confirmed arsenic concentrations from individual wells that may exist above the established USEPA drinking water standard of 10µg/l. Some people who drink water containing arsenic in excess of the established standard over many years could experience skin damage or problems with their circulatory system, and may have increased risk of getting cancer. In order that individual owners can be advised of the arsenic concentration from their particular well and options for reducing exposure, all wells drilled in this development are required to be sampled for arsenic. Where concentrations are found to exceed 10µg/l, well modification, water well replacement, and point of use treatment devices may be the most effective approaches to reduce exposure to arsenic in drinking water.

- (f) Ownership and responsibility for the maintenance of the on-site wells and sewage systems must be assigned to the individual subdivision owners in both the subdivision master deed and the owners individual deed description.
- (g) The aforementioned documents are to be submitted to the Oakland County Health Division (OCHD) and the Michigan Department of Environmental Quality (MDEQ) prior to the recording of the final deed.

DOESN'T EXIST-
THIS ISN'T A SITE
CONDO.

Should there be any questions please contact me at (248) 858-1323.

Sincerely,

OAKLAND COUNTY HEALTH DIVISION
Department of Environmental Health

Gary Frick
Gary Frick, R.S., M.P.H.
Environmental Health Supervisor
Environmental Health Services



574970
LIBER 31463 PAGE 25
\$22.00 MISC RECORDING
\$4.00 REINUMENTATION
11/18/2003 12:57:00 P.M. RECEIPT# 103273
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIONS FOR FLOOD PLAIN REQUIREMENTS
FOR THE PINERY AT PAINT CREEK ESTATES SUBDIVISION**

#

This Declaration of Restrictions for Flood Plain Requirements ("Declaration"), made as of the 18th day of November, 2003, by Pinery Properties, L.L.C., a Michigan limited liability company, whose address is 45000 River Ridge Drive, Clinton Township, Michigan 48038 ("Declarant"), is based upon the following:

A. Declarant is the owner of and has developed a certain parcel of land located in Orion Township, Oakland County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 22, both inclusive, Pinery at Paint Creek Estates Subdivision, according to the Plat thereof recorded in Liber 288, Pages 25 through 33, inclusive, of Plats, Oakland County Records (the "Subdivision").

B. Declarant desires to impose and subject the Subdivision to certain restrictions as hereinafter set forth.

C. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Declarant subject to the covenants and restrictions set forth in this Declaration.

Now, therefore, Declarant hereby publishes, declares, and makes known to all intending purchasers and future owners of the Lots within the Subdivision, that the Subdivision, and all of the Lots therein, will and shall be used, held occupied, sold, and conveyed expressly subject to the following conditions, restrictions, covenants, and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of any of the Lots, and which shall run with the land (the Subdivision and all of the Lots therein) and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on all grantees of all individual

Lots in the Subdivision and on their respective heirs, personal representatives, successors, and assigns for the time and in the manner specified herein.

ARTICLE I

FLOOD PLAIN REQUIREMENTS FOR LOTS 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND 18

The following flood plain restrictions cover only Lots 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, pursuant to the requirements of the Michigan Department of Environmental Quality:

1. The floodplain of the Paint Creek within the Plat varies from 1004.1 feet National Geodetic Vertical (N.V.G.) Datum at Lot 9 to 1006.4 feet at Lot 18, as established by the Michigan Department of Environmental Quality. Dwellings constructed on Lots 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall comply with the following restrictions:

(a) No filling or occupation of the floodplain area shall take place without prior written approval from the Michigan Department of Environmental Quality.

(b) Any building used or capable of being used for residential purposes and occupancy within and affected by the floodplain shall:

(1) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

(2) Have openings into the basement not lower than the elevation defining the floodplain limits.

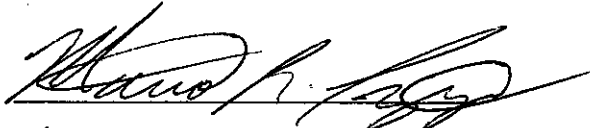
(3) Have basement walls and floors, below the elevation defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, type A construction and Chapter 6 for class 1 loads found in "Floodproofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington D.C., June, 1972.

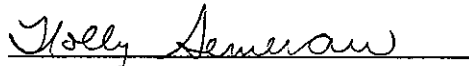
(4) Be equipped with a positive means of preventing sewer back up from sewer lines and drains which serve the building.

(5) Be properly anchored to prevent flotation.

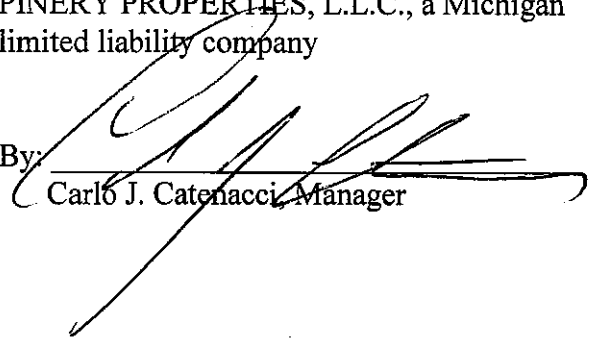
(c) The floodplain restrictions contained herein are to be observed in perpetuity, are excluded from any time limitations set forth in the Declaration and may not be amended.

IN THE PRESENCE OF:


MARIO L. IZZI

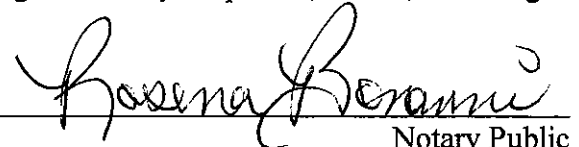

Holly Semerau

PINERY PROPERTIES, L.L.C., a Michigan
limited liability company

By: 
Carlo J. Catenacci, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 4th day of October, 2002, by Carlo J. Catenacci, Manager of Pinery Properties, L.L.C., a Michigan limited liability company, behalf of it.


Notary Public
ROSENA BONANNI, Notary Public
My Commission Expires **October 19, 2003**
Macomb County, Michigan

DRAFTED BY AND WHEN
RECORDED RETURN TO:

MARK J. ABDO
ATTORNEY AT LAW
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

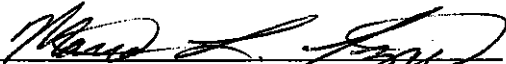
**CONSENT OF MORTGAGEE TO DECLARATION OF RESTRICTIONS FOR FLOOD PLAIN
REQUIREMENTS IS ATTACHED HERETO**

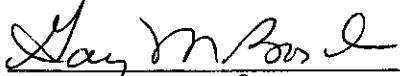
CONSENT OF MORTGAGEE


The undersigned, Huntington Banks, whose address is 803 West Big Beaver, Suite 202, Troy, Michigan 48084, being the holder of a certain Mortgage covering The Pinery at Paint Creek Subdivision, hereby acknowledges and consents to the foregoing Declaration of Restrictions for Flood Plain Requirements for The Pinery at Paint Creek Subdivision.

WITNESSES:

HUNTINGTON BANKS


 MARIO L. IZZEL

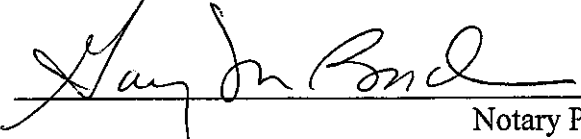

 Gay M. Borden

By: 
 Its: BART FAMULARO
VICE President

STATE OF MICHIGAN)
)ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 4TH day of October, 2002 by Bart Famularo, the Vice President, of Huntington Banks, on behalf of it.

GAY M. BORDEN
NOTARY PUBLIC
MACOMB COUNTY, MI
ACTING IN OAKLAND COUNTY, MI
MY COMMISSION EXPIRES
MARCH 3, 2003


 Notary Public
 County, Michigan
 My Commission Expires: _____

PINERY AT PAINT CREEK ES

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, H. LAWRENCE O'DONNELL, SURVEYOR CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT,
DESCRIBED AS FOLLOWS: "PINERY AT PAINT CREEK ESTATES"

1/4 AND NORTHWEST 1/4

DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 5, TAN, ROE
1277.02 FEET; THENCE S01°14'53"E 171.56 FEET; THENCE N89°17'41"E 692.45 FEET; THENCE S01°59'04"E 44.02 FEET ALONG THE EAST LINE
OF SAID FRACTIONAL SECTION 5; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE ALONG THE NORTH SIDE OF PAINT CREEK THE FOLLOWING
SIXTEEN COURSES: S41°37'56"W 469.52 FEET, S55°36'31"W 271.47 FEET, S54°34'16"W 254.66 FEET, THENCE S88°27'00"W 312.19 FEET,
S42°38'30"W 60.91 FEET, N89°31'21"W 45.17 FEET, S55°00'55"W 98.21 FEET, S65°42'10"W 92.24 FEET, THENCE S88°29'45"W 137.35 FEET, S58°32'19"W
221.54 FEET, S57°55'40"W 363.28 FEET, S62°33'16"W 304.92 FEET, N89°22'37"W 97.11 FEET, N66°29'45"W 164.26 FEET, S58°32'19"W 97.17
FEET AND N35°25'27"W 143.08 FEET; THENCE N00°28'45"W 1259.05 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID FRACTIONAL SECTION 5;
THENCE S89°17'40"W 363.71 FEET; THENCE N03°08'36"W 1514.79 FEET; THENCE N86°55'56"E 435.00 FEET ALONG THE NORTH LINE OF SAID
FRACTIONAL SECTION 5 AND THE CENTERLINE OF STANTON ROAD TO THE POINT OF BEGINNING, CONTAINING 74.26 ACRES OF LAND,
COMPRISED OF 22 LOTS NUMBERED 1 THROUGH 22 INCLUSIVE AND PINERY PARK NO. 1 AND NO. 2. THE PLAT INCLUDES ALL LAND BETWEEN THE
INTERMEDIATE TRAVERSE LINE AND THREAD OF PAINT CREEK DRAIN.

TO THE SOUTH LINE OF THE PINERY AT PAINT CREEK CONDOMINIUMS,
OAKLAND COUNTY L. 20027, P. 497-504; THENCE N89°17'41"E 586.71
FEET ALONG SAID SOUTH LINE;

THENCE S87°46'12"W 2497.35 FEET ALONG THE NORTH LINE
OF SAID FRACTIONAL SECTION 5 TO THE NORTH 1/4 CORNER
OF SAID FRACTIONAL SECTION 5 AND TO THE POINT OF BEGINNING;

WITNESSES:

PINERY PROPER
THE STATE OF MICHIGAN
AND DEDICATED
PUBLIC UTILITY
THAT "PINERY AT
PAINT CREEK ESTATES"
OF THIS PLAT.
CORRELATIVE R

MARIO L.

KIMBERLY

STATE OF MICHIGAN
COUNTY OF MACQUIN

PERSONALLY CA
CARLO J. CATEN
FOREGOING INSTRUMENT AS

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT THE SURETY HAS BEEN DEPOSITED WITH THE
MUNICIPALITY AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

09-05-200-011
09-05-100-009



574971
 LIBER 31463 PAGE 30
 \$19.00 MISC RECORDING
 \$4.00 REMONUMENTATION
 11/18/2003 12:57:28 P.M. RECEIPT# 103274
 PAID RECORDED - OAKLAND COUNTY
 G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS FOR FIRE SUPPRESSION SYSTEM FOR THE PINERY AT PAINT CREEK ESTATES SUBDIVISION

This Declaration of Restrictions for Fire Suppression System ("Declaration"), made as of the 18th day of November, 2003, by Pinery Properties, L.L.C., a Michigan limited liability company, whose address is 45000 River Ridge Drive, Clinton Township, Michigan 48038 ("Declarant"), is based upon the following:

A. Declarant is the owner of and has developed a certain parcel of land located in Orion Township, Oakland County, Michigan, as a single-family residential development, being more particularly described as:

Lots 1 through 22, both inclusive, Pinery at Paint Creek Estates Subdivision, according to the Plat thereof recorded in Liber 288, Pages 25 through 33, inclusive, of Plats, Oakland County Records (the "Subdivision").

B. Declarant desires to impose and subject the Subdivision to certain restrictions as hereinafter set forth.

C. It is the purpose and intention of this Declaration that all of the Lots shall be conveyed by Declarant subject to the covenants and restrictions set forth in this Declaration.


Now, therefore, Declarant hereby publishes, declares, and makes known to all intending purchasers and future owners of the Lots within the Subdivision, that the Subdivision, and all of the Lots therein, will and shall be used, held occupied, sold, and conveyed expressly subject to the following conditions, restrictions, covenants, and agreements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of any of the Lots, and which shall run with the land (the Subdivision and all of the Lots therein) and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Subdivision, or any part thereof, and their heirs, personal representatives, successors, and assigns, and on all grantees of all individual Lots in the Subdivision and on their respective heirs, personal representatives, successors, and assigns for the time and in the manner specified herein.

ARTICLE I


FIRE SUPPRESSION SYSTEM

Each dwelling constructed within The Pinery at Paint Creek shall include a sprinkler fire suppression system installed in accordance with the National Fire Protection Association standards and requirements of Orion Township applicable at the time of construction of each such dwelling. Prior to and following installation, the system must be approved by the Township Building and Fire Departments, and each such sprinkler system shall be continuously maintained in good working order by the owner of each dwelling.

IN THE PRESENCE OF:


MARIO L. IZZI

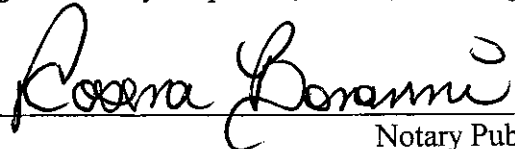
PINERY PROPERTIES, L.L.C., a Michigan
limited liability company


THERESA A. CATENACCI

By: 
Carlo J. Catenacci, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 11th day of July, 2003, by Carlo J. Catenacci, Manager of Pinery Properties, L.L.C., a Michigan limited liability company, behalf of it.


Notary Public
ROSENA BONANNI
Notary Public
My Commission Expires **October 19, 2003**

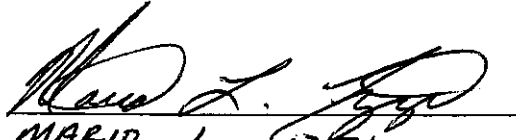
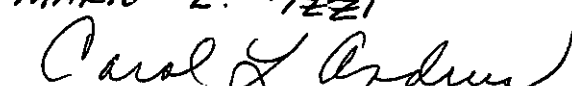
DRAFTED BY AND WHEN RECORDED RETURN TO:

MARK J. ABDO, ATTORNEY AT LAW
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038


CONSENT OF MORTGAGEE

The undersigned, Huntington Banks, whose address is 803 West Big Beaver, Suite 202, Troy, Michigan 48084, being the holder of a certain Mortgage covering The Pinery at Paint Creek Subdivision, hereby acknowledges and consents to the foregoing Declaration of Restrictions for Fire Suppression System for The Pinery at Paint Creek Subdivision.

WITNESSES:

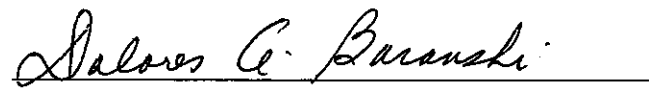

 MARIO L. IZZEL

 CAROL L. ANDRUS

HUNTINGTON BANKS

By: 
 BART FAMULARO
 Its: VICE PRESIDENT

STATE OF MICHIGAN)
)ss.
 COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of July, 2003, by BART FAMULARO, the VICE PRESIDENT of Huntington Banks, on behalf of it.


 DOLORES A. BARANSKI Notary Public
 NOTARY PUBLIC MACOMB CO., MI County, Michigan
 MY COMMISSION EXPIRES Jun 3, 2007
 My Commission Expires
 ACTING IN OAKLAND COUNTY, MI

PINERY AT PAINT CREEK ES

PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF FRACTIONAL SECTION 5,
T. 4 N., R. 10 E. ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, H. LAWRENCE O'DONNELL SURVEYOR CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT,
DESCRIBED AS FOLLOWS: "PINERY AT PAINT CREEK ESTATES"

1/4 AND NORTHWEST 1/4

PART OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 5, T4N, R10E,
ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 5,
1277.02 FEET, THENCE S01°14'53"E 171.56 FEET; THENCE N89°17'41"E 692.45 FEET THENCE S01°59'04"E 44.02 FEET ALONG THE EAST LINE
OF SAID FRACTIONAL SECTION 5; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE ALONG THE NORTH SIDE OF PAINT CREEK THE FOLLOWING
SIXTEEN COURSES: S41°37'56"W 469.52 FEET, S55°36'31"W 271.47 FEET, S84°34'16"W 254.66 FEET, THENCE S58°27'00"W 312.19 FEET,
S42°38'30"W 60.91 FEET, N89°31'21"W 45.17 FEET, S55°00'55"W 98.21 FEET, S65°42'10"W 92.24 FEET, S60°54'23"W 164.26 FEET, S58°32'19"W
221.54 FEET, S57°55'40"W 363.28 FEET, S62°33'16"W 304.92 FEET, N89°22'37"W 97.11 FEET, N66°29'45"W 137.35 FEET, N47°35'42"W 97.17
FEET AND N35°25'27"W 143.08 FEET THENCE N00°28'45"W 1259.05 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID FRACTIONAL SECTION 5;
THENCE S89°17'40"W 363.71 FEET; THENCE N03°08'36"W 1914.78 FEET; THENCE N86°35'56"E 435.00 FEET ALONG THE NORTH LINE OF SAID
FRACTIONAL SECTION 5 AND THE CENTERLINE OF STANTON ROAD TO THE POINT OF BEGINNING, CONTAINING 74.28 ACRES OF LAND,
COMPRISED OF 22 LOTS NUMBERED 1 THROUGH 22 INCLUSIVE AND PINERY PARK NO. 1 AND NO. 2. THE PLAT INCLUDES ALL LAND BETWEEN THE
INTERMEDIATE TRAVERSE LINE AND THREAD OF PAINT CREEK DRAIN.

TO THE SOUTH LINE OF THE PINERY AT PAINT CREEK CONDOMINIUMS,
OAKLAND COUNTY L. 20027, P. 497-504; THENCE N89°17'41"E 586.71
FEET ALONG SAID SOUTH LINE;

THENCE S87°46'12"W 2497.35 FEET ALONG THE NORTH LINE
OF SAID FRACTIONAL SECTION 5 TO THE NORTH 1/4 CORNER
OF SAID FRACTIONAL SECTION 5 AND TO THE POINT OF BEGINNING;

WITNESSES:

MARIO L.

KIMBERLY

STATE OF MICHIGAN
COUNTY OF MAC

PERSONALLY CAI
CARLO J. CAIEN
FOREGOING INSTRUMENT AS

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT THE SURETY HAS BEEN DEPOSITED WITH THE
MUNICIPALITY AS REQUIRED BY SECTION 125 OF THE ACT.

THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126.

THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 126 (3) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

09-05-200-011
09-05-100-001



617818
LIBER 31714 PAGE 219
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
12/18/2003 11:40:14 A.M. RECEIPT# 111695
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

5/27/03

SAFETY PATH EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Pinery Properties, L.L.C., whose address is 45000 River Ridge Drive, Clinton Twp., Michigan 48038 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

A parcel of land located in the North 1/2 of Fractional Section 5, T. 4 N., R. 10 E., Orion Twp, Oakland County, Michigan described as:

Lot 1 of Pinery at Paint Creek Estates as recorded in Liber 288, Page 25-33 of Oakland County Records.

For and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to Charter Township of Orion, a Michigan Municipal Corporation, whose address is 2525 Joslyn Road, Lake Orion, Michigan 48360, (hereinafter referred to as "Grantee"), a perpetual easement for a safety Path, over, upon, across, in, through, and under the following described real property to wit:

EXEMPT UNDER MCLA SECTION 207.505(a)
EXEMPT UNDER MCLA SECTION 207.526(a)

Legal Description of a 12 foot Safety Path Easement:

A strip of land for a safety path located in the North 1/2 of Fractional Section 5, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being described as the North 12 feet of Lot 1 of Pinery at Paint Creek Estates as recorded in Liber 288, Page 25-33 of Oakland County Records.

And to enter upon sufficient land adjacent to said safety path easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain safety path, and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

The Grantee shall indemnify and hold harmless the Grantor from any and all liability for personal property damage and/or any and all damages and/or injuries resulting from the Grantee's construction, use, maintenance and/or repair of the safety path, except any injuries and/or damages caused by the negligence of the Grantor.

This instrument and the rights and obligations contained herein shall run with the land described herein and shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

GRECO

O.K. - MH

IN WITNESS WHEREOF, the undersigned Grantor(s) has affixed (his) (their) signature (s)this 27th day of MAY, A.D., 2003.

WITNESSES:

PINERY PROPERTIES, L.L.C.
A MICHIGAN CORPORATION.

Witness Signature

By: 

Signature

Printed Name

MARIO L. IZZIBy: CARLO J. CATENACCI

Printed Name & Title

MEMBER

Witness Signature

By: _____

Signature

Printed Name

SUSAN M. SZEWORUL

By: _____

Printed Name & Title

STATE OF MICHIGAN)

COUNTY OF OAKLAND)^{SS}MACOMB

On this 27th day of MAY, A.D., 2003, before me, a Notary Public in and for said County, appeared CARLO J. CATENACCI, to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the MEMBER and _____ of PINERY PROP LLC, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Oakland County, MIMACOMBDEBORAH L. ADDYMy commission expires Nov 11, 2004

This instrument drafted by:

John B. Thompson, P.E.

Atwell-Hicks, Inc.

6303 26 Mile road

Washington Executive Park, Suite 100

Washington, MI 48094

WHEN SIGNED RETURN TO:

Jill D. Bastian, Clerk

Charter Township of Orion

2525 Joslyn Road

Lake Orion, Michigan 48360

WHEN RECORDED, RETURN COPY TO:

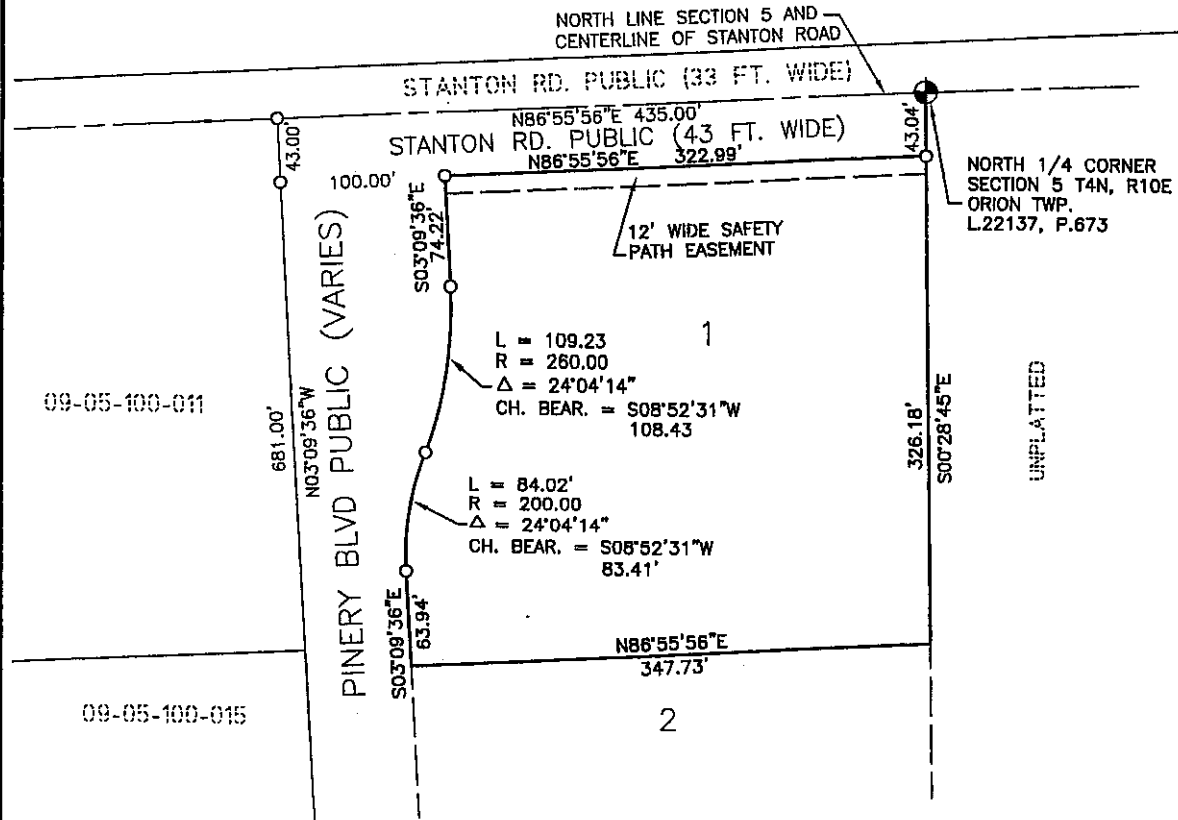
Atwell-Hicks, Inc.

6303 26 Mile road

Washington Executive Park, Suite 100

Washington, MI 48094

PINERY AT PAINT CREEK ESTATES



LEGAL DESCRIPTION OF LOT 1

A parcel of land located in the North ½ of Fractional Section 5, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being described as Lot 1 of Pinery at Paint Creek Estates as recorded in Liber 288, Page 25-33 of Oakland County records.

LEGAL DESCRIPTION OF A 12 FOOT SAFETY PATH EASEMENT

A strip of land for a safety path located in the North ½ of Fractional Section 5, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan being described as the North 12 feet of Lot 1 of Pinery at Paint Creek Estates as recorded in Liber 288, Page 25-33 of Oakland County Records.

CLIENT PINERY PROPERTIES, L.L.C.

SKETCH AND LEGAL FOR
SAFETY PATH EASEMENT
FOR LOT 1

SECTION 5 TOWN 4 NORTH, RANGE 10 EAST
ORION TOWNSHIP
MACOMB COUNTY

SCALE: 0 50 100
1 INCH = 100 FEET

ATWELL-HICKS, INC.

Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI Brighton, MI Washington Twp., MI Naperville, IL
734 984 4000 810 225 8000 585 788 9800 630-577-0800

AH

JOB: MA01884.80
DR. CFL
BOOK
SHEET 1 OF 1
FILE NO. MA-5118-28-1

ICAD: MA01884ES1
CH. JIF
Pg.
DATE: 05/20/03



LIBER 30996 PG 665

LIBER 21994 PC 576

282264

LIBER 21994 PAGE 576
\$41.00 MISC RECORDING
\$2.00 REMONUMENTATION
11/08/2000 01:25:34 P.M. RECEIPT# 78818
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

501480

LIBER 30996 PAGE 665
\$103.00 MISC RECORDING
\$4.00 REMONUMENTATION
10/03/2003 01:45:08 P.M. RECEIPT# 87320
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 20 day of July, 2003, by and between
TRINITY MANAGEMENT, INC., whose address is, 21570 HALL ROAD
MOUNT CLEMENS, MI. 48046 (hereafter "Grantor") and the Michigan
Department of Environmental Quality (MDEQ), and successors or assigns, whose address is, P.O. Box 30204,
Lansing, Michigan 48909-7704 (hereafter "Grantee");

WITNESSETH, For and in consideration of the sum of One and No/100ths Dollar (\$1.00), the receipt of which
is acknowledged, GRANTOR hereby GRANTS AND CONVEYS TO GRANTEE a Conservation Easement pursuant to
Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended, MCL 324.2141 et. seq., on the terms and conditions
stated below.

1. The premises subject to this Conservation Easement (hereafter "the Easement Premises") are situated in
the (circle one) township city of ORION, OAKLAND County, Michigan and
are legally described as follows:

(Legal description; or attached as Exhibit A)

O.K. - AW

A map depicting the Easement Premises is attached as Exhibit B.

2. The purpose of this Easement is to protect the wetland functions and values existing on the Easement
Premises. Grantor shall maintain the Easement Premises in their natural and undeveloped condition.

3. [Except as authorized under MDEQ Permit 99-10-0084, Grantor shall refrain from altering or
developing the Easement Premises in any way. This includes, but is not limited to, the alteration of the topography,

O.K. - KB

(LIBER 21994 PG 577)

the placement of fill material, the dredging, removal, or excavation of any soil or minerals, the draining of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation.

4. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.

5. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Premises to determine whether they are being maintained in compliance with the terms of this Easement.

6. This Easement may be enforced by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises or any other person despite a lack of privity of estate or contract.

7. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

8. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

9. Within 90 days after this Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable marking along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

10. This Easement shall be binding upon the successors and assigns of the parties.

LIBER 21994 PC578

LIBER 30996 PG 667

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of:

(Grantor)

Mario L. IZZI
*type or print witness name

MARIO L. IZZI

Kimberly S. Coleman
*type or print witness name

KIMBERLY S. COLEMAN

STATE OF MICHIGAN}

COUNTY OF }

} ss

COUNTY OF }

Richard A. Ives
*type or print name beneath signature

RICHARD A. IVES, V.P.

RICHARD A. IVES, V.P.

The foregoing instrument was acknowledged before me this 20 day of JULY, 2006
by RICHARD A. IVES, (name) the V. P., (title) of TRINITY MANAGEMENT, INC.
a CORPORATION (MI) (company name) corporation or partnership or L.L.C (circle one), on behalf of the
organization.

Deborah L. Addy
Notary Public

DEBORAH L. ADDY
My Commission Expires Notary Public, Macomb County, MI
My Commission Expires Nov. 11 2009

- OR -

(for individuals, or married persons)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____
by _____, (name(s)) _____ (marital status).

Notary Public
My Commission Expires _____

* Type/Print Witness' Name

(LIBER 21994 PG 579)

(Grantee)
 STATE OF MICHIGAN
 DEPARTMENT OF ENVIRONMENTAL
 QUALITY
 LAND AND WATER MANAGEMENT DIVISION

S. Colleen O'Keefe-Sal
 * S. Colleen O'Keefe -Safir

Richard A. Powers

Richard A. Powers, Its Chief

Marcia L. Baldermann
 * MARCIA L. BALDERMANN

STATE OF MICHIGAN}

} ss

COUNTY OF INGHAM

}

The foregoing instrument was acknowledged before me this 27th day of July, 2000, by
Richard A. Powers, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

Marcia L. Baldermann

Notary Public

My Commission Expires

MARCIA L. BALDERMANN
 Notary Public, Ingham Co., MI
 My Comm. Expires Oct. 24, 2002

* Type/Print Witness' Name

Drafted by:

After Recording, Return to:

S. Peter Manning
 JENNIFER M. GRANHOLM
 Attorney General
 Natural Resources Division
 530 Knapp's Centre
 300 South Washington Square
 Lansing, MI 48913

Land and Water Management Division
 Michigan Department of Environmental Quality
 P.O. Box 30458
 Lansing, MI 48909-7958

A T W E L L - H I C K S, I N C.

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "2A"

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 757.18 feet along the North-South 1/4 of said section for a PLACE OF BEGINNING; thence continuing S00°28'45"E 195.35 feet; thence S52°55'59"W 31.40 feet; thence S00°31'05"E 318.41 feet; thence N32°15'23"W 58.57 feet; thence N27°01'58"W 119.09 feet; thence S44°05'38"W 30.02 feet; thence N14°28'47"W 28.42 feet; thence N20°27'51"W 22.29 feet; thence N53°14'10"E 27.81 feet; thence N34°09'55"W 231.89 feet; thence N24°45'34"E 44.00 feet; thence N89°59'03"W 77.88 feet; thence N18°58'24"E 70.32 feet; thence N35°07'33"E 35.36 feet; thence N80°04'44"E 44.25 feet; thence S88°51'47"E 66.58 feet to the PLACE OF BEGINNING, containing 1.56 acres, more or less.

Pt 09-05-100-009

Pinery at Paint Creek No. 2

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A T W E L L - H I C K S , I N C .

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "2B"**

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S86°55'56"W 435.00 feet along the North line of said section and the centerline of Stanton Road (66 feet wide); thence S03°09'36"E 1028.90 feet for a PLACE OF BEGINNING; thence N22°13'44"E 23.88 feet; thence N10°51'32"E 30.94 feet; thence N80°53'23"E 35.30 feet; thence S39°02'38"E 32.49 feet; thence S31°46'51"E 53.92 feet; thence S42°48'05"E 48.90 feet; thence S20°24'49"E 22.99 feet; thence S01°55'22"E 38.69 feet; thence S38°48'37"W 33.79 feet; thence N85°27'31"E 39.98 feet; thence N39°57'10"E 41.16 feet; thence N57°59'37"E 5.27 feet; thence S14°39'24"E 106.49 feet; thence S27°25'51"W 6.40 feet; thence S55°20'02"W 28.79 feet N61°41'21"W 19.03 feet; thence S26°27'32"W 25.99 feet; thence N76°55'42"W 18.38 feet; thence S59°43'25"W 57.10 feet; thence S83°57'55"W 34.91 feet; thence N41°49'29"W 46.29 feet; thence N11°56'23"E 25.82 feet; thence N59°08'00"W 28.77 feet; thence N03°09'36"W 191.27 feet to the PLACE OF BEGINNING, containing 0.95 acres, more or less.

Pt 09-05-100-009

Pinery at Paint Creek No. 2

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A T W E L L - H I C K S , I N C .

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "3"

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S86°55'56"W 435.00 feet along the North line of said section and the centerline of Stanton Road (66 feet wide); thence S03°09'36"E 1413.92 feet for a PLACE OF BEGINNING; thence S55°33'06"E 17.80 feet; thence S26°53'21"E 24.91 feet; thence S06°36'49"E 12.99 feet; thence S29°56'11"E 22.00 feet; thence S06°41'08"E 12.36 feet; thence S63°36'05"E 11.55 feet; thence S31°46'51"E 21.60 feet; thence S89°17'40"W 56.02 feet; thence N03°09'36"W 100.87 feet to the PLACE OF BEGINNING, containing 0.07 acres, more or less.

Pt 09-05-100-009
Pinery at Paint Creek No. 2
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A T W E L L - H I C K S , I N C .

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "4A"

An easement for conservation of wetlands located in the NE $\frac{1}{4}$ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North $\frac{1}{4}$ corner of said Section 5; thence S00°28'45"E 1377.60 feet along the North-South $\frac{1}{4}$ of said Section; thence N88°34'00"E 191.61 feet for a PLACE OF BEGINNING; thence continuing N88°34'00"E 39.35 feet; thence S46°41'12"W 25.59 feet; thence S12°21'52"W 18.91 feet; thence S14°48'34"E 49.49 feet; thence S00°34'56"W 25.14 feet; thence S31°55'52"W 25.75 feet; thence S51°45'36"W 54.88 feet; thence S38°11'54"W 33.36 feet; thence N51°27'55"E 71.63 feet; thence N14°45'06"E 7.74 feet; thence N48°06'19"W 49.88 feet; thence N22°19'09"E 18.53 feet; thence N53°42'42"E 77.43 feet; thence N68°23'15"E 50.94 feet; thence N44°42'27"E 32.23 feet to the Place of Beginning, containing 0.42 acres, more or less.

(Pt 09-05-100-009)

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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A T W E L L - H I C K S, I N C.

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "4B"

An easement for conservation of wetlands located in the NE $\frac{1}{4}$ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North $\frac{1}{4}$ corner of said Section 5; thence S00°28'45"E 1663.82 feet along the North-South $\frac{1}{4}$ line for a PLACE OF BEGINNING; thence N52°05'15"E 17.84 feet; thence N41°59'44"E 44.10 feet; thence N26°16'09"E 44.97 feet; thence S50°50'39"E 37.55 feet; thence S55°30'35"E 35.60 feet; thence S12°57'15"W 9.09 feet; thence S53°12'30"W 26.44 feet; thence S37°31'26"W 31.79 feet; thence S12°18'09"W 29.52 feet; thence S15°15'36"W 42.77 feet; thence S42°03'38"W 40.10 feet; thence S82°02'59"W 34.33 feet to the North-South $\frac{1}{4}$; thence N00°28'45"W 114.35 feet along said North-South $\frac{1}{4}$ line of said section to the PLACE OF BEGINNING, containing 0.28 acres, more or less.

(Pt 09-05-100-009)

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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A T W E L L - H I C K S, I N C.

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "4C"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet; thence N88°34'00"E 417.27 feet for a PLACE OF BEGINNING; thence continuing N88°34'00"E 40.25 feet; thence S44°39'14"E 6.03 feet; thence S66°33'11"E 20.61 feet; thence S31°07'24"E 12.34 feet; thence S12°32'23"W 31.22 feet; thence S46°49'12"W 11.27 feet; thence N67°56'14"W 27.85 feet; thence N27°38'18"W 27.45 feet; thence N17°01'48"W 21.69 feet; thence N64°28'19"W 10.94 feet to the PLACE OF BEGINNING, containing 0.06 acres, more or less.

(Pt 09-05-100-009)

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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A T W E L L - H I C K S, I N C.

6303 26 Mile Road
Suite 100
Washington, Michigan 48094
810 786 9800 • FAX: 810 786 5588

LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "6A"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S 00°28'45"E 2476.85 feet along the North-South ¼ line of said Section; thence N 89°31'15"E 34.00 feet for a PLACE OF BEGINNING; thence N16°16'46"E 36.10 feet; thence N52°09'52"E 23.36 feet; thence N61°06'34"E 37.47 feet; thence N77°15'04"E 44.76 feet; thence N59°40'15"E 112.49 feet; thence N46°21'08"E 155.14 feet; thence N48°13'20"E 32.79 feet; thence N34°50'07"E 51.61 feet; thence N50°27'24"E 141.51 feet; thence N56°56'02"E 47.38 feet; thence N65°41'19"E 7.50 feet; thence S08°48'56"W 29.68 feet; thence S48°49'32"W 112.87 feet; thence S37°20'04"W 121.40 feet; thence S43°12'16"W 23.75 feet; thence S00°03'08"W 40.93 feet; thence S22°24'18"W 34.33 feet; thence S73°23'47"W 45.64 feet; S12°18'09"W 34.18 feet; thence S64°18'23"W 38.47 feet; thence S77°32'40"W 44.24 feet; thence N82°10'22"W 52.99 feet; thence S62°29'34"W 28.12 feet; thence S72°47'21"W 65.85 feet; thence S33°29'32"W 29.94 feet; thence S13°04'51"W 18.92 feet; thence N69°06'46"W 21.18 feet; thence S89°31'15"W 21.66 feet to the PLACE OF BEGINNING, containing 0.72 acres, more or less.

Pt (09-05-100-009)

Pinery at Paint Creek No. 2

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Pt 09-05-200-011



A T W E L L - H I C K S, I N C.

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "6B"**

An easement for conservation of wetlands located in the NE $\frac{1}{4}$ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North $\frac{1}{4}$ corner of said Section 5; thence S $0^{\circ}28'45''$ W 2572.16 feet along the North-South $\frac{1}{4}$ line of said Section for a PLACE OF BEGINNING; thence N $43^{\circ}58'54''$ E 43.01 feet; thence N $06^{\circ}15'02''$ E 13.70 feet; thence N $89^{\circ}31'15''$ E 12.61 feet; thence S $69^{\circ}06'46''$ E 26.81 feet; thence S $06^{\circ}49'01''$ W 30.53 feet; thence S $52^{\circ}13'05''$ W 53.77 feet; thence S $70^{\circ}58'58''$ W 23.89 feet to the North-South $\frac{1}{4}$ line of said Section 5; thence N $00^{\circ}28'45''$ W 35.92 feet along said North-South $\frac{1}{4}$ line to the PLACE OF BEGINNING, containing 0.07 acres, more or less.

Pt 09-05-100-009

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "5"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 2091.85 feet along the North-South ¼ line of said Section for a PLACE OF BEGINNING; thence S23°52'13"E 57.20 feet; thence S84°58'20"E 25.47 feet; S24°07'49"E 24.47 feet; thence S14°46'25"W 26.92 feet; S01°50'24"E 37.74 feet; thence S44°11'26"W 66.86 feet; thence S81°38'40"W 4.73 feet to the North-South ¼ line of said Section 5; thence N00°28'45"W 189.25 feet along said North-South ¼ line to the Place of Beginning, containing 0.15 acres, more or less.

(Pt 09-05-100-009)

PT 09-05-200-011

Pinery at Paint Creek No. 2

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LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "7A"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet; thence N88°34'00"E 916.44 feet for a PLACE OF BEGINNING; thence continuing N88°34'00"E 145.01 feet; thence S21°30'44"E 28.13 feet; thence S62°24'41"E 30.58 feet; thence S31°15'30"E 31.07 feet; thence S21°40'04"E 20.16 feet; thence S62°07'52"E 35.60 feet; thence S02°59'57"W 82.18 feet; thence S08°35'35"W 49.19 feet; thence S57°02'42"E 25.58 feet; thence N88°40'24"W 27.34 feet; thence S88°34'06"W 39.69 feet; thence S86°21'25"W 52.02 feet; thence S83°04'54"W 42.70 feet; thence N43°04'46"E 22.28 feet; thence N52°59'23"E 59.73 feet; thence N28°53'37"E 33.95 feet; thence N36°58'23"E 30.24 feet; thence N19°09'25"E 39.22 feet; thence N26°27'30"W 59.55 feet; S82°36'48"W 75.89 feet; thence N70°54'49"W 37.25 feet; thence N48°06'48"W 79.66 feet to the PLACE OF BEGINNING, containing 0.47 acres, more or less.

(Pt 09-05-100-009)

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "7B"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 2790.39 feet along the North-South ¼ line of said Section to the centerline of Paint Creek; thence along the centerline of said Paint Creek the following courses: S35°25'27"E 143.08 feet, S47°35'42"E 97.17 feet, S66°29'45"E 137.35 feet, S89°22'37"E 97.11 feet, N62°33'16"E 304.92 feet, and N57°55'40"E 57.51 feet for a PLACE OF BEGINNING; thence N07°38'21"E 59.72 feet; thence N26°54'16"E 29.68 feet; thence N51°14'29"E 18.86 feet; thence S77°11'06"E 16.80 feet; thence N41°54'59"E 24.71 feet; thence N18°35'15"E 63.03 feet; thence N23°54'40"E 59.32 feet; thence N57°04'32"E 29.75 feet; thence N16°53'34"E 25.79 feet; thence N02°23'35"W 41.35 feet; thence N17°48'14"E 55.99 feet; thence N28°17'30"W 18.62 feet; thence N02°43'58"E 25.25 feet; thence N12°40'49"E 28.92 feet; thence N35°23'59"W 20.19 feet; thence N06°17'49"W 16.79 feet; thence N13°35'05"E 37.42 feet; thence N05°57'34"W 29.57 feet; thence N07°52'26"E 42.15 feet; thence N26°19'39"W 28.69 feet; thence N00°35'23"W 253.41 feet; thence N08°21'57"E 233.14 feet; thence N27°33'23"E 77.04 feet; thence N74°12'58"E 31.78 feet; thence N25°09'52"E 23.60 feet; thence N79°49'45"E 51.20 feet; thence N83°29'47"E 60.14 feet; thence N88°18'17"E 85.84 feet; thence S87°35'56"E 38.52 feet; thence S17°26'16"E 44.52 feet; thence S40°35'20"E 29.60 feet; thence S19°04'07"E 90.10 feet; thence S37°42'11"E 41.11 feet; thence S46°05'36"E 51.59 feet; thence S56°05'41"E 58.70 feet; thence S23°24'16"E 71.62 feet; thence S48°41'53"E 35.04 feet; thence S76°07'43"E 47.01 feet; thence S83°01'51"E 51.94 feet; thence N67°00'49"E 13.33 feet; thence N35°23'49"E 28.27 feet; thence N80°17'34"E 41.29 feet; thence S71°03'31"E 47.39 feet; thence S88°10'08"E 39.96 feet; thence N68°30'51"E 35.70 feet; thence S87°11'36"E 103.77 feet; thence S74°22'46"E 62.52 feet; thence S72°47'15"E 127.35 feet; thence N85°39'44"E 27.61 feet; thence N57°41'53"E 65.58 feet; thence N50°19'14"E 41.18 feet; thence N57°52'40"E 57.64 feet; thence N00°28'21"E 48.04 feet; thence N50°36'30"E 131.17 feet; thence N21°26'26"E 61.53 feet; thence N77°35'04"E 44.14 feet; thence N42°07'40"E 41.42 feet; thence N81°21'16"E 59.42 feet to the centerline of said Paint Creek; thence along said centerline the following eleven courses: S41°37'56"W 243.86 feet, S55°36'31"W 271.47 feet, S54°34'16"W 254.66 feet, S58°27'00"W 312.19 feet, S42°38'30"W 60.91 feet, N89°31'21"W 45.17 feet, S55°00'55"W 98.21 feet, S65°42'10"W 92.24 feet, S60°54'23"W 164.26 feet, S58°32'19"W 221.54 feet, and S57°55'40"W 305.77 feet to the PLACE OF BEGINNING, containing 14.97 acres, more or less.

Pt 09-05-100-009

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "8"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet along the North-South ¼ line of said section; thence N88°34'00"E 1277.02 feet; thence S01°14'53"E 60.56 feet for a PLACE OF BEGINNING; thence continuing S 01°14'53"E 33.12 feet; thence S 72°41'35"W 9.69 feet; thence S 63°25'01"W 44.65 feet; thence N 33°00'33"W 39.52 feet; thence N 37°42'08"E 14.61 feet; thence N 85°41'57"E 27.20 feet; thence N 74°46'54"E 35.18 feet to the PLACE OF BEGINNING, containing 0.06 acres of land, more or less.

Pt 09-05-200-011

(Pt 09-05-100-009)

Pinery at Paint Creek No. 2

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Suite 100
Washington, Michigan 48094
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LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "7C"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, further described as: Commencing at the Northeast corner of said fractional Section 5; thence S01°59'04"E 1600.29 feet along the East line of said section to the PLACE OF BEGINNING; thence continuing S01°59'04"E 44.02 feet; thence S41°37'56"W 158.84 feet; thence N60°38'13"W 65.73 feet; thence N19°36'08"E 31.00 feet; thence N04°56'14"E 36.01 feet; thence N29°23'09"E 57.55 feet; thence N41°31'52"E 18.62 feet; thence N89°17'41"E 107.20 feet to the PLACE OF BEGINNING, containing 0.38 acres.

(Pt 09-05-100-009)

Pinery at Paint Creek No. 2

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Pt 09-05-200-011



NOT TO SCALE
THIS MAP IS A REPRODUCTION OF THE ORIGINAL RECORD MAP AND DOES NOT REPRESENT THE CURRENT STATUS OF THE PROPERTY. ANY CHANGES TO THE PROPERTY MUST BE MADE BY A RECORDED INSTRUMENT.



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ENVIRONMENTAL QUALITY
GEOLOGICAL & LAND MANAGEMENT

**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "1"**

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 757.18 feet along the North-South 1/4 of said section for a PLACE OF BEGINNING; thence continuing S00°28'45"E 195.35 feet; thence S52°55'59"W 31.40 feet; thence S00°31'05"E 318.41 feet; thence N32°15'23"W 58.57 feet; thence N27°01'58"W 119.09 feet; thence S44°05'38"W 19.31 feet; thence N14°07'08"W 4.70 feet; thence 43.92 feet along the arc of a 290.00 foot radius circular curve to the left, chord bearing N18°27'26"W 43.88 feet; thence N53°14'10"E 18.68 feet; thence N34°09'55"W 231.89 feet; thence N24°45'34"E 44.00 feet; thence N89°59'03"E 77.88 feet; thence N18°58'24"E 70.32 feet; thence N35°07'33"E 35.36 feet; thence N80°04'44"E 44.25 feet; thence S88°51'47"E 66.57 feet to the PLACE OF BEGINNING, containing 1.55 acres, more or less.

Pt 09-05-100-009

Pinery at Paint Creek No. 2

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ENVIRONMENTAL QUALITY
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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "2"**

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S86°55'56"W 435.00 feet along the North line of said section and the centerline of Stanton Road (66 feet wide); thence S03°09'36"E 1028.90 feet for a PLACE OF BEGINNING; thence N22°13'44"E 23.88 feet; thence N10°51'32"E 30.94 feet; thence N80°53'23"E 35.30 feet; thence S39°02'38"E 32.49 feet; thence S31°46'51"E 53.92 feet; thence S42°48'05"E 48.90 feet; thence S20°24'49"E 22.99 feet; thence S01°55'22"E 38.69 feet; thence S38°48'37"W 33.79 feet; thence N85°27'31"E 39.98 feet; thence N39°57'10"E 37.00 feet; thence 8.85 feet along the arc of a 210.00 foot radius circular curve to the right, chord bearing S15°19'35"E 8.85 feet; thence S14°07'08"E 83.86 feet; thence 16.20 feet along the arc of a 290.00 foot radius circular curve to the left, chord bearing S15°43'08"E 16.19 feet; thence S55°20'02"W 23.98 feet; thence N61°41'21"W 19.03 feet; thence S26°27'32"W 25.99 feet; thence N76°55'42"W 18.38 feet; thence S59°43'25"W 57.10 feet; thence S83°57'55"W 34.91 feet; thence N41°49'29"W 46.29 feet; thence N11°56'23"E 25.82 feet; thence N59°08'00"W 28.75 feet; thence N03°09'36"W 191.31 feet to the PLACE OF BEGINNING, containing 0.93 acres, more or less.

Pt 09-05-100-009

Pinery at Paint Creek No. 2

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ENVIRONMENTAL QUALITY
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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "3"**

An easement for conservation of wetlands located in the NW ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S86°55'56"W 435.00 feet along the North line of said section and the centerline of Stanton Road (66 feet wide); thence S03°09'36"E 1413.92 feet for a PLACE OF BEGINNING; thence S55°33'18"E 17.80 feet; thence S26°53'21"E 24.91 feet; thence S06°36'49"E 12.99 feet; thence S29°56'11"E 22.00 feet; thence S06°41'08"E 12.36 feet; thence S63°36'05"E 11.55 feet; thence S31°46'51"E 21.60 feet; thence S89°17'40"W 56.03 feet; thence N03°09'36"W 100.87 feet to the PLACE OF BEGINNING, containing 0.07 acres, more or less.

Pt 09-05-100-009

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "4"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet along the North-South ¼ of said Section; thence N88°34'00"E 191.61 feet for a PLACE OF BEGINNING; thence continuing N88°34'00"E 39.34 feet; thence S46°41'12"W 25.59 feet; thence S12°21'52"W 18.91 feet; thence S14°48'34"E 49.49 feet; thence S00°34'56"W 25.14 feet; thence S31°55'52"W 25.75 feet; thence S51°45'36"W 54.88 feet; thence S38°11'54"W 23.34 feet; thence 126.16 feet along the arc of a 710.00 foot radius circular curve to the right, chord bearing N49°15'41"W 125.99 feet; thence N22°19'09"E 13.47 feet; thence N53°42'42"E 77.43 feet; thence N68°23'15"E 50.94 feet; thence N44°42'27"E 32.24 feet to the PLACE OF BEGINNING, containing 0.40 acres, more or less.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "5"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet; thence N88°34'00"E 417.27 feet for a PLACE OF BEGINNING; thence continuing N88°34'00"E 40.25 feet; thence S44°39'14"E 6.03 feet; thence S66°33'11"E 20.61 feet; thence S31°07'24"E 12.34 feet; thence S12°32'23"W 31.22 feet; thence S46°49'12"W 11.27 feet; thence N67°56'14"W 27.85 feet; thence N27°38'18"W 27.45 feet; thence N17°01'48"W 21.69 feet; thence N64°27'52"W 10.94 feet to the PLACE OF BEGINNING, containing 0.06 acres, more or less.

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ENVIRONMENTAL QUALITY
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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "6"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet; thence N88°34'00"E 916.44 feet for a PLACE OF BEGINNING; thence continuing N88°34'18"E 145.01 feet; thence S21°30'44"E 28.13 feet; thence S62°24'41"E 30.58 feet; thence S31°15'30"E 31.07 feet; thence S21°40'04"E 20.16 feet; thence S62°07'52"E 35.60 feet; thence S02°59'57"W 82.18 feet; thence S08°35'35"W 49.19 feet; thence S57°02'42"E 8.32 feet; thence 138.56 feet along the arc of a 940.00 foot radius circular curve to the left, chord bearing S86°18'45"W 138.43 feet; thence N43°04'46"E 9.56 feet; thence N52°59'23"E 59.73 feet; thence N28°53'37"E 33.95 feet; thence N36°58'23"E 30.24 feet; thence N19°09'25"E 39.22 feet; thence N26°27'30"W 59.55 feet; thence S82°36'48"W 75.89 feet; thence N70°54'49"W 37.25 feet; thence N48°06'48"W 79.66 feet to the PLACE OF BEGINNING, containing 0.44 acres, more or less.

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Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "7"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1377.60 feet along the North-South ¼ line of said section; thence N88°34'00"E 1277.02 feet; thence S01°14'53"E 60.56 feet for a PLACE OF BEGINNING; thence continuing S01°14'53"E 33.12 feet; thence S72°41'35"W 9.69 feet; thence S63°25'01"W 44.65 feet; thence N33°00'33"W 39.52 feet; thence N37°42'08"E 14.61 feet; thence N85°41'57"E 27.20 feet; thence N74°46'54"E 35.16 feet to the PLACE OF BEGINNING, containing 0.06 acres of land, more or less.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "8"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 1663.82 feet along the North-South ¼ line for a PLACE OF BEGINNING; thence N52°05'19"E 17.84 feet; thence N41°59'44"E 44.10 feet; thence N26°16'09"E 35.38 feet; thence 74.78 feet along the arc of a 790.00 foot radius circular curve to the left, chord bearing S53°17'40"E 74.75 feet; thence S53°12'30"W 25.52 feet; thence S37°31'26"W 31.79 feet; thence S12°18'09"W 29.52 feet; thence S15°15'36"W 42.77 feet; thence S42°03'38"W 40.10 feet; thence S82°03'02"W 34.33 feet to the North-South ¼ line; thence N00°28'45"W 114.34 feet along said North-South ¼ line of said section to the PLACE OF BEGINNING, containing 0.27 acres, more or less.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "9"**

An easement for conservation of wetlands located in the NE $\frac{1}{4}$ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North $\frac{1}{4}$ corner of said Section 5; thence S00°28'45"E 2091.85 feet along the North-South $\frac{1}{4}$ line of said Section for a PLACE OF BEGINNING; thence S23°52'16"E 57.20 feet; thence S84°58'20"E 25.47 feet; thence S24°07'49"E 24.47 feet; thence S14°46'25"W 26.92 feet; thence S01°50'24"E 37.74 feet; thence S44°11'26"W 66.86 feet; thence S81°39'01"W 4.73 feet to the North-South $\frac{1}{4}$ line of said Section 5; thence N00°28'45"W 189.26 feet along said North-South $\frac{1}{4}$ line to the Place of Beginning, containing 0.15 acres, more or less.

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "10"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 2467.85 feet along the North-South ¼ line of said Section; thence N89°31'15"E 39.72 feet for a PLACE OF BEGINNING; thence N16°16'46"E 16.26 feet; thence N52°09'52"E 23.36 feet; thence N61°06'34"E 37.47 feet; thence N77°15'04"E 44.76 feet; thence N59°40'15"E 112.49 feet; thence N46°21'08"E 155.14 feet; thence N48°13'20"E 32.79 feet; thence N34°50'07"E 51.61 feet; thence N50°27'24"E 141.51 feet; thence N56°56'02"E 41.87 feet; thence 35.57 feet along the arc of a 710.00 foot radius circular curve to the right, chord bearing S10°32'10"W 35.56 feet; thence S48°49'32"W 95.05 feet; thence S37°20'04"W 121.40 feet; thence S43°12'16"W 23.75 feet; thence S00°03'08"W 40.93 feet; thence S22°24'18"W 34.33 feet; thence S73°23'47"W 45.64 feet; thence S12°18'09"W 34.18 feet; thence S64°18'23"W 38.47 feet; thence S77°32'40"W 44.24 feet; thence N82°10'22"W 52.99 feet; thence S62°29'34"W 28.12 feet; thence S72°47'21"W 65.85 feet; thence S33°14'58"W 30.28 feet; thence N69°06'46"W 23.82 feet; thence S89°31'15"W 17.82 feet to the PLACE OF BEGINNING, containing 0.69 acres, more or less.

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "11"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 2572.16 feet along the North-South ¼ line of said Section for a PLACE OF BEGINNING; thence N43°58'57"E 43.00 feet; thence N06°15'02"E 3.63 feet; thence N89°31'15"E 11.91 feet; thence S69°06'46"E 27.42 feet; thence S06°49'01"W 20.22 feet; thence S52°13'05"W 53.77 feet; thence S70°58'58"W 23.89 feet to the North-South ¼ line of said Section 5; thence N00°28'45"W 35.94 feet along said North-South ¼ line to the PLACE OF BEGINNING, containing 0.07 acres, more or less.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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**LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "12"**

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, described as follows: Commencing at the North ¼ corner of said Section 5; thence S00°28'45"E 2790.39 feet along the North-South ¼ line of said Section to the Intermediate Traverse Line of Paint Creek; thence along the Intermediate Traverse Line of said Paint Creek the following courses: S35°25'27"E 143.08 feet, S47°35'42"E 97.17 feet, S66°29'45"E 137.35 feet, S89°22'37"E 97.11 feet, N62°33'16"E 304.92 feet, and N57°55'40"E 57.51 feet for a PLACE OF BEGINNING; thence N07°38'21"E 59.71 feet; thence N26°54'16"E 29.68 feet; thence N51°14'29"E 18.86 feet; thence S77°11'06"E 16.80 feet; thence N41°54'59"E 24.71 feet; thence N18°35'15"E 63.03 feet; thence N23°54'40"E 59.32 feet; thence N57°04'32"E 29.75 feet; thence N16°53'34"E 25.79 feet; thence N02°23'35"W 41.35 feet; thence N17°48'14"E 55.99 feet; thence N28°17'30"W 18.62 feet; thence N02°43'58"E 25.25 feet; thence N12°40'49"E 28.92 feet; thence N35°23'59"W 20.19 feet; thence N06°17'49"W 16.79 feet; thence N13°35'05"E 37.42 feet; thence N05°57'34"W 29.57 feet; thence N07°52'26"E 42.15 feet; thence N26°19'39"W 28.69 feet; thence N00°35'23"W 253.41 feet; thence N08°21'57"E 233.14 feet; thence N27°33'23"E 77.04 feet; thence N74°12'58"E 31.78 feet; thence N25°09'52"E 11.03 feet; thence 244.48 feet along the arc of an 860.00 foot radius circular curve to the right, chord bearing N85°47'00"E 243.66 feet; thence S17°26'16"E 33.78 feet; thence S40°35'20"E 29.60 feet; thence S19°04'07"E 90.10 feet; thence S37°42'11"E 41.11 feet; thence S46°05'36"E 51.59 feet; thence S56°05'41"E 58.70 feet; thence S23°24'16"E 71.62 feet; thence S48°41'53"E 35.04 feet; thence S76°07'43"E 47.01 feet; thence S83°01'51"E 51.94 feet; thence N67°00'49"E 13.33 feet; thence N35°23'49"E 28.27 feet; thence N80°17'34"E 41.29 feet; thence S71°03'31"E 47.39 feet; thence S88°10'08"E 39.96 feet; thence N68°30'51"E 35.70 feet; thence S87°11'36"E 103.77 feet; thence S74°22'46"E 62.52 feet; thence S72°47'15"E 127.35 feet; thence N85°39'44"E 27.61 feet; thence N57°41'53"E 65.58 feet; thence N50°19'14"E 41.18 feet; thence N57°52'40"E 57.64 feet; thence N00°28'21"E 48.04 feet; thence N50°36'30"E 131.17 feet; thence N21°26'26"E 61.53 feet; thence N77°35'04"E 44.14 feet; thence N42°07'40"E 41.42 feet; thence N81°21'16"E 59.41 feet to the Intermediate Traverse Line of said Paint Creek; thence along said Intermediate Traverse Line the following eleven courses: S41°37'56"W 243.87 feet, S55°36'31"W 271.47 feet, S54°34'16"W 254.66 feet, S58°27'00"W 312.19 feet, S42°38'30"W 60.91 feet, N89°31'21"W 45.17 feet, S55°00'55"W 98.21 feet, S65°42'10"W 92.24 feet, S60°54'23"W 164.26 feet, S58°32'19"W 221.55 feet, and S57°55'40"W 305.76 feet to the PLACE OF BEGINNING, containing 14.92 acres, more or less, also including land in between said Intermediate Traverse Line and Centerline of Paint Creek Drain.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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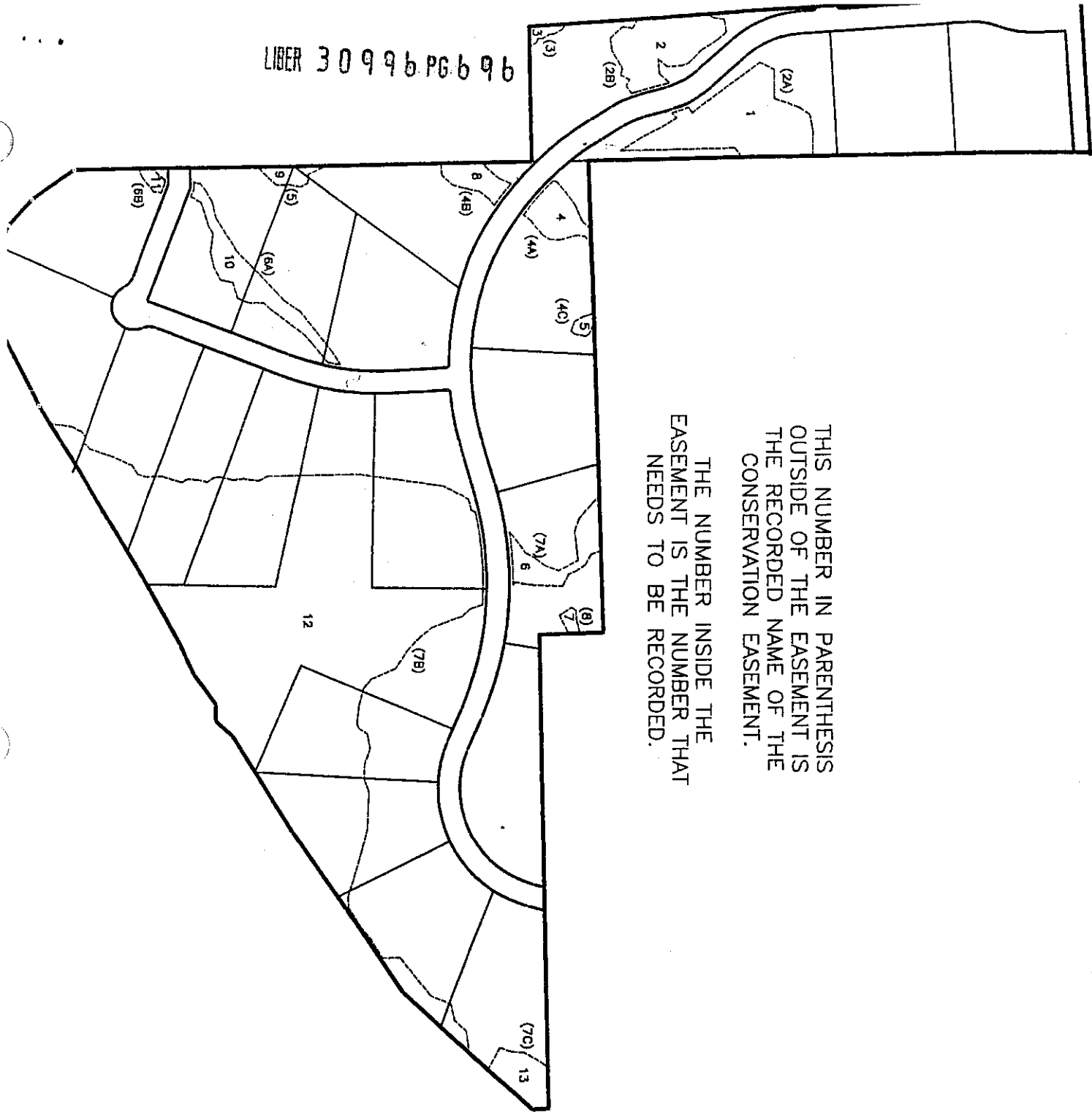
LEGAL DESCRIPTION
EASEMENT FOR CONSERVATION OF WETLAND "13"

An easement for conservation of wetlands located in the NE ¼ of fractional Section 5, T4N, R10E, Orion Township, Oakland County, Michigan, further described as: Commencing at the Northeast corner of said fractional Section 5; thence S01°59'04"E 1600.29 feet along the East line of said section to the PLACE OF BEGINNING; thence continuing S01°59'04"E 44.02 feet to the Intermediate Traverse Line; thence S41°37'60"W 158.84 feet along the Intermediate Traverse Line; thence N60°38'13"W 65.73 feet; thence N19°36'08"E 31.00 feet; thence N04°56'14"E 36.01 feet; thence N29°23'09"E 57.55 feet; thence N41°31'52"E 18.62 feet; thence N89°17'41"E 107.22 feet to the PLACE OF BEGINNING, containing 0.38 acres, also including land in between said Intermediate Traverse Line and Centerline of Paint Creek Drain.

Pt 09-05-200-011

Pinery at Paint Creek No. 2

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THIS NUMBER IN PARENTHESIS
OUTSIDE OF THE EASEMENT IS
THE RECORDED NAME OF THE
CONSERVATION EASEMENT.

THE NUMBER INSIDE THE
EASEMENT IS THE NUMBER THAT
NEEDS TO BE RECORDED.

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Michigan Department of Consumer and Industry Services

Filing Endorsement

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT
for*

PINERY AT PAINT CREEK ESTATES SUBDIVISION ASSOCIATION

ID NUMBER: 787985

*received by facsimile transmission on June 4, 2004 is hereby endorsed filed on
June 9, 2004 by the Administrator. The document is effective on the date filed,
unless a subsequent effective date within 90 days after received date is stated in the
document.*



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 9th day
of June, 2004.*

, Director

Bureau of Commercial Services

P. 1

**NON-PROFIT
ARTICLES OF INCORPORATION**

PINERY AT PAINT CREEK ESTATES SUBDIVISION ASSOCIATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is Pinery at Paint Creek Estates Subdivision Association.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

(a) To manage and administer the affairs of and to maintain Pinery at Paint Creek Estates Subdivision, a platted subdivision (hereinafter called "Subdivision") and any other Subdivisions hereinafter annexed;

(b) To encourage and to promote the highest standards of management and maintenance for the Subdivision;

(c) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;

(d) To carry insurance and to collect and allocate the proceeds thereof;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Subdivision;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Subdivision;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, for the purpose of providing benefit

to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Declaration Covenants, Easements and Restrictions for Pinery at Paint Creek Estates Subdivision, and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

(j) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Subdivision and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is 45000 River Ridge Drive, Clinton Township, Macomb County, Michigan 48038.

Post office address of the first registered office is 45000 River Ridge Drive, Clinton Township, Michigan 48038.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is Richard A. Ives.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The amount of assets which said corporation possesses is:

Real Property: None

Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members.

ARTICLE VI

INCORPORATOR

The name and place of business of the incorporator is Mark J. Abdo, 42500 Garfield Road, Suite 104A, Clinton Township, Michigan 48038.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

Section 1. The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

(a) Each owner (including the Declarant) of a lot in the Subdivision shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to any non-owner incorporators, who shall cease to be members upon the qualification of membership of any owner) shall be established by acquisition of fee simple title to a lot in the Subdivision and by recording with the Register of Deeds in the county where the Subdivision is located, a deed or other instrument establishing a change of record title to such lot and the furnishing of evidence of same satisfactory to the corporation (except that the Declarant of the Subdivision shall become a member immediately upon establishment of the Subdivision) the new owner thereby becoming a member of the corporation, and the membership of the prior owner thereby being terminated.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his lot in the Subdivision.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

Section 2. The Association shall be 2 classes of membership, being Class A and Class B, as follows:

(a) Class A membership shall be voting, and the Declarant under the Declaration of Covenants and Restrictions for Pinery at Paint Creek Estates Subdivision shall be the only Class A Member.

(b) Each Owner of a Lot in Pinery at Paint Creek Estates Subdivision other than the Declarant shall be a Class B Member.

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

(d) Declarant shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors of the Association (the "Board") until such date (the "Transfer Date") as shall be the earlier to occur of (i) ninety-five percent (95%) of the Lots in the Subdivision shall have been sold (as evidenced by delivery of a deed for such Lots to the Lot purchaser) to Owners other than builders purchasing for resale in the ordinary course of their business, (ii) five (5) years after the date of recording the plat of Pinery at Paint Creek Estates Subdivision as the Office of the Register of Deeds for Macomb County, Michigan, or (iii) such earlier date as may be designated in writing by Declarant.

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

ARTICLE IX

VOLUNTEER DIRECTORS

Section 1. Pursuant to Section 209(c) of the Michigan Nonprofit Corporation Act (being Act No 162 of the Public Acts of 1982, as amended) a volunteer director (as defined in Section 110(2) of the Michigan Nonprofit Act) of Pinery at Paint Creek Estates Subdivision Association, is not personally liable to the corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this section shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation or its members.
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act.
- (iv) A transaction from which the director derived an improper personal benefit.
- (v) An act or omission that is grossly negligent.

Section 2. Pinery at Paint Creek Estate Subdivision Association hereby assumes all liability to any person other than the corporation or its members for all acts or omissions of a volunteer director.

Signed this 4th day of March, 2004.


Mark J. Abdo, Incorporator

PINERY AT PAINT CREEK ESTATES ASSOCIATION

Full Development Budget

	Full Development Budget
EXPENSES	
Administration	\$ 200.00
Legal	\$ 250.00
Audit	\$ 250.00
Management	\$ 2,400.00
Common Electric	\$ 550.00
Lawn Maintenance	\$ 4,800.00
Bedwork/Mulching	\$ 1,900.00
Tree Care	\$ 650.00
Pond Maintenance	\$ 800.00
Lawn Fertilization	\$ 600.00
Sprinkler Maintenance	\$ 850.00
Snow Plowing	\$ 3,300.00
Insurance P&L	\$ 1,050.00
TOTAL EXPENSES	\$ 17,600.00
INCOME	
Assessments	\$ 17,600.00
Late Fees	\$ -
Special Assessments	\$ -
TOTAL INCOME	\$ 17,600.00
NET INCOME	\$ -
ASSESSMENT	\$ 800.00
# Lots	22

ADDRESSES FOR PINERY AT PAINT CREEK ESTATES

LOT NO.	SIDWELL #	ADDRESS
1	09-05-100-029	668 PINERY BLVD.
2	09-05-100-030	684 PINERY BLVD.
3	09-05-100-031	700 PINERY BLVD.
4	09-05-100-032	719 PINERY BLVD.
5	09-05-200-024	732 PINERY BLVD.
6	09-05-200-025	748 PINERY BLVD.
7	09-05-200-026	764 PINERY BLVD.
8	09-05-200-027	780 PINERY BLVD.
9	09-05-200-028	791 PINERY BLVD.
10	09-05-200-029	783 PINERY BLVD.
11	09-05-200-030	775 PINERY BLVD.
12	09-05-200-031	767 PINERY BLVD.
13	09-05-200-032	751 PINERY BLVD.
		503 HOYT DRIVE
14	09-05-200-033	487 HOYT DRIVE
15	09-05-200-034	471 HOYT DRIVE
16	09-05-200-035	455 HOYT DRIVE
17	09-05-200-036	439 HOYT DRIVE
18	09-05-200-037	452 HERRINGTON DRIVE
19	09-05-200-038	468 HOYT DRIVE
20	09-05-200-039	484 HOYT DRIVE
21	09-05-200-040	500 HOYT DRIVE
		743 PINERY BLVD.
22	09-05-200-041	735 PINERY BLVD.