

HORIZON DEVELOPMENT COMPANY, LLC
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PH: (248) 669-8800 **FAX: (248) 669-0850**

April 11, 2016

Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

Attn: Planning Commission Members

Re: Arvin Sango North American Technical Center
Owner consent for Site Plan Review Application
955 East Territorial Road, Whitmore Lake, MI (6.10 Acres, B-02-20-100-020)

Dear Planning Commission Members:

Please allow this letter to serve as Horizon Development Company, LLC's ("Owner") authorization for Arvin Sango ("Applicant") to submit a Site Plan Review Application relative to the property located at 955 East Territorial Road, Whitmore Lake, MI (6.10 Acres, B-02-20-100-020).

Should you require additional information, please don't hesitate to contact me.

Regards,

HORIZON DEVELOPMENT COMPANY, LLC

A handwritten signature in black ink, appearing to read 'Kevin J. Schonsheck', with a long horizontal line extending to the right.

Kevin J. Schonsheck
Authorized Representative

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
JOMAR TECHNOLOGY PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JOMAR TECHNOLOGY PARK is made as of the ____ day of August, 2000, by JEM CONSTRUCTION, LLC, a Michigan limited liability company ("Developer") which does hereby declare that the real property owned by Developer and the persons identified in Article XI Consent set forth below, and located in the Township of Northfield, County of Washtenaw, State of Michigan, commonly known as JOMAR TECHNOLOGY PARK and more specifically described herein, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Unless otherwise defined or unless the context otherwise requires, the following capitalized terms, when used in this Declaration, shall have the following meanings:

"Annual Assessment" means the aggregate of all assessments levied annually by the Association on all Owners for the purpose of paying expenses of the Association, other than any Special Assessments or any Parcel Assessments.

"Articles" means the articles of incorporation of the Association to be filed with the Michigan Department of Consumer and Industry Services as they may be amended from time to time.

"Assessment" means, the Annual Assessment, any Special Assessment or any Parcel Assessment levied by the Association, without distinction among them.

"Association" means Jomar Technology Park Association, a Michigan nonprofit corporation.

"Board" means the Board of Directors of the Association.

"Bylaws" means the corporate bylaws of the Association, as they may be amended from time to time.

"Common Area" means all real and/or personal property which the Association and/or the Developer now or hereafter owns for the common use and enjoyment of the Owners, and all real and/or personal property within or in the vicinity of the Park in which the Association and/or the Developer has an interest for the common use and enjoyment of the Owners, including, without limitation, a right of use, but shall not include any real or personal property contained within the boundaries of any Parcel except as provided herein. Initially, the Common Area shall consist of Jomar Drive, and the signage island located in the middle of Jomar Drive at the Park entrance.

"Construction Noise" means noise resulting from the construction of improvements on any Parcel.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions for Jomar Technology Park.

"Developer" means JEM Construction, LLC, a Michigan limited liability company, or any of its successors or assigns who or which shall acquire all or any portion of the undeveloped portion of the Property from the Developer for development purposes.

"Member(s)" means a member or members of the Association, consisting of all of the Owners.

"Mortgagee" means any person or entity holding a mortgage or security interest on any Parcel or on all or any portion of the Property.

"Owner" means the Developer (for so long as it owns all or any portion of the Property) and any record holder, whether one or more persons or entities, of the fee simple title to any Parcel, including, without limitation, the Developer and land contract vendors (but not land contract vendees) of Parcels.

"Parcel" means any portion of the Property now or hereafter constituting a separate legally existing parcel. Upon the execution of this Declaration, the Park consists of the following six Parcels: Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F.

"Parcel Assessment" means any assessment levied by the Association pursuant to Section 7.05 hereof.

"Park" means the research, technology and manufacturing park located within the Property and commonly known as Jomar Technology Park.

"Property" means all or any portion of the real property which is subject to this Declaration, which real property is specifically described in Section 2.01 hereof.

"Proportionate Share" means the percentage allocated to each Parcel, as designated below:

Parcel A - 15.6%
Parcel B - 10.0%
Parcel C - 10.6%
Parcel D - 31.2%
Parcel E - 17.0%
Parcel F - 15.6%

In the event any Parcel is divided into two or more resulting parcels, the above percentage applicable to such Parcel shall be allocated between or among the resulting new parcels in a manner determined jointly by the Owner seeking to divide such parcel and the Association.

"Public Assessment" shall mean any special assessment for roads, sanitary sewers, water mains or similar public improvements which are levied and assessed by a governmental entity against all or any part of the Property.

"Special Assessment" shall mean any assessment levied by the Association on all or any portion of the Parcels pursuant to Section 7.04 hereof.

"Township" means the Charter Township of Northfield, County of Washtenaw, State of Michigan.

"Transient Noise" means noise occurring for a period of less than thirty (30) seconds and emanating from intermittent, irregularly timed sources, e.g. passing vehicles.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; WITHDRAWALS AND ADDITIONS

Section 2.01 Legal Description of the Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Township and is legally described on the attached Exhibit A.

Section 2.02 Initial Parcel Designation. The Property currently contains six (6) separate Parcels, designated Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F on the attached Exhibit B.

Section 2.03 Land Division and Restrictions. The Developer shall be entitled at any time and from time to time, at its sole cost and expense, if in compliance with Section 8.01 of this Declaration and any applicable Township ordinances and State laws, to divide, subdivide, split, plat and/or replat all or any portion of the Property if then owned by Developer, and to file covenants, conditions and restrictions and/or amendments thereto with respect to any such portion or portions of the Property; provided, however, all such Property shall remain subject to the terms and conditions of this Declaration.

ARTICLE III

PURPOSE

The purpose of this Declaration is to:

- (a) establish uniform standards for the development, operation and use of the Park for the benefit of all the Owners;
- (b) ensure development of the Park as a totally supported work facility with the physical setting and environment conducive to attracting technology oriented firms which are at the forefront of local, national, and international economic growth;
- (c) ensure development of each Parcel in a manner consistent with the overall focus and development of the Park;
- (d) encourage environmentally conscientious development of the Park and the individual Parcels within the Park;
- (e) protect the Owners and occupants of the Park against improper and undesirable use of any individual Parcel within the Park;
- (f) encourage the erection of attractive, high quality improvements located on the most desirable and appropriate areas within the Park and each individual Parcel;
- (g) ensure and provide professional, conscientious, and consistent management of the Park during its growth and development; and
- (h) generally provide for the creation and continuing maintenance of a facility that can successfully attract established and emerging local, national, and international firms.

ARTICLE IV

PERMITTED USES

Section 4.01 Use of Parcels. The use of the Parcels shall be restricted to uses permitted by the applicable zoning classification under the Township Zoning Ordinance then in effect with respect to any given Parcel. No Owner shall use such Owner's Parcel in any manner inconsistent with the purposes of the Park or this Declaration or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of such Owner's Parcel or the Common Area.

Section 4.02 Use of Common Area. The use of the Common Area shall be restricted to park landscape, entry features and signs, directional graphics systems, drainage, landscape medians, security, safety, bicycle and pedestrian paths, roads, utilities, project lighting or any other use to which Owners holding an aggregate Proportionate Share greater than one-half (1/2) may approve in writing, subject to any applicable limitations set forth in the By-Laws.

Section 4.03 Extension Agreement. KX Investments, LLC ("KX Investments") shall install a sign reasonably acceptable to Developer and Balance Technology, Inc. within the signage island located at the entrance to Jomar Drive

ARTICLE VII

ASSESSMENTS

Section 7.01 Creation of the Lien and Obligation of Assessments. Each Owner of a Parcel (by execution of this Declaration if a signatory hereto, or by acceptance of a deed for such Owner's Parcel, whether or not it shall be so expressed in any such deed or other conveyance) covenants and agrees to pay to the Association any Assessments to be fixed or levied on such Parcel and collected from time to time as hereinafter provide. All Assessments, together with interest thereon as provided in Section 7.08 and costs of collection thereof (including reasonable attorneys' fees and disbursements), shall be a charge on any such Parcel and shall be a continuing lien upon the Parcel(s) against which each such Assessment is made, and shall also be the obligation of the Owner thereof. No Owner of a Parcel may waive or otherwise escape liability for any Assessment by non-use of the Common Area or by abandonment. Neither the Common Area nor any portion of the Property which does not constitute a Parcel shall be liable for any Assessment.

Section 7.02 Purpose of Assessments. The Association shall use the proceeds of the Annual Assessments and any Special Assessments levied on all the Parcels exclusively for the purpose of promoting the health, safety, security and welfare of the Owners and, in particular, for the improvements and maintenance of the Common Areas and of any easement in favor of the Association, including, without limitation, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such purposes as are permissible activities of, and are undertaken by, the Association. Replacement of Common Area improvements in the normal course and owing to normal wear and tear shall be deemed to constitute maintenance and not capital replacement, e.g., replacement of dead landscaping and worn mechanical parts.

Section 7.03 Annual Assessments. Commencing with calendar year 2000 (or the remaining portion thereof following the date upon which this Declaration is recorded in the Washtenaw County Records), each Owner shall pay the Association the product of such Owner's Proportionate Share applicable to such Owner's Parcel and the Annual Assessment fixed by the Board, for each calendar year or applicable prorated portion thereof. The Board shall determine the Annual Assessment on the basis of the projected financial needs of the Association, not less than thirty (30) days prior to the commencement of the calendar year to which such Annual Assessment shall apply, or in the case of a partial calendar year, not less than thirty (30) days prior to the date upon payment in respect thereof is due. Within ten (10) days after such determination, the Board shall give each Owner written notice of the Annual Assessment applicable to the upcoming or partial calendar year. Such notice shall set forth (i) the Annual Assessment, (ii) such Owner's Proportionate Share, (iii) the total amount due from such Owner, which shall equal to the product of the foregoing clauses (i) and (ii), and (iv) the time and manner for payment thereof.

Section 7.04 Special Assessments. In addition to the Annual Assessment, the Association may levy in any calendar year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement for the benefit of all of the Parcels or any Common Area, as approved by the Board, including the necessary fixtures and personal property related thereto; provided, however, that the Association may not levy any Special Assessment without the written consent of the Owners holding an aggregate Proportionate Share greater than or equal to two-thirds (2/3rds), voting in person or by proxy at a special meeting of the Association called by the Board in accordance with the Bylaws for such purpose. In the event the Association so consents to any Special Assessment, the Board shall, within ten (10) days after the date of the special meeting held therefor, give each Owner of a Parcel written notice of the Special Assessment. The Special Assessment shall be levied upon all of the Parcels, and such notice shall set forth (i) the amount of the Special Assessment, (ii) such Owner's Proportionate Share, (iii) the total amount due from such Owner, which shall equal the product of the foregoing clauses (i) and (ii), and (iv) the times and manner for payment thereof.

Section 7.05 Parcel Assessments. The costs of maintenance, replacement or repair required by Section 9.02(b) hereof, and/or the cost of enforcement of this Declaration pursuant to Section 9.02 hereof, incurred by the Association shall be assessed against the Parcel(s) upon which such maintenance, replacement or repair is performed or, in the reasonable discretion of the Board, benefitting from such maintenance, replacement or repair, or against the Parcel(s) against which such enforcement is sought, as the case may be. Any such Parcel Assessment shall be apportioned among the Parcel(s) involved in the manner determined appropriate by the Board in its sole discretion. If no allocation is made, such Assessment shall be uniformly assessed against all of such Parcel(s). The Board shall send the Owner(s) of any Parcel(s) subject to a Parcel Assessment written notice thereof, which notice shall set forth the reasons(s) for such Parcel Assessment, the amount of such Parcel Assessment applicable to such Owner's Parcel and the time and manner for payment thereof. Any such Parcel Assessment shall not constitute either an Annual Assessment or a Special

Assessment, but shall be a lien on such Parcel(s) and the obligation of the Owner(s) thereof and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided in Sections 7.07 and 7.08 hereof, and shall be subordinate to mortgage liens to the extent provided by Section 7.11 hereof.

Section 7.06 Board Discretion. Subject to any Member approvals required hereunder, the Board shall fix any Assessment in its reasonable discretion, and the decision of the Board regarding any Assessment shall be dispositive.

Section 7.07 Payment of Assessments. Each Owner shall pay any Annual Assessment, Special Assessment or Parcel Assessment levied against such Owner's Parcel commencing on the date or dates fixed by the Board, and in advance in installments, as determined by the Board and set forth in the written notice to the Owners announcing such Annual Assessment, Special Assessment or Parcel Assessment.

Section 7.08 Non-Payment of Assessments.

(a) In the event any Owner shall fail to pay all or any portion of any Assessment within ten (10) days after the due date for such payment established by the Board, the Association shall send such Owner written notice of such failure. In the event such Owner shall continue to fail to pay any Assessment within ten (10) days of the date of such notice, the Association shall have a lien on the Parcel owned by such Owner for the amount of any such deficiency. After the expiration of such ten (10) day period, the Association may file a claim of such lien in the Washtenaw County Records. Such claim shall be executed by an officer or duly designated agent of the Association, and shall set forth a legal description of the encumbered Parcel, the name of the Owner(s) of such Parcel and, amount of the deficiency, the date when due and a statement that such lien shall apply to the interest and other sums specified in Section 7.08(b) hereof. Upon full payment of all sums secured by such claim of lien, including any such interest or other sums, the Association shall, within five (5) days thereafter, record a discharge of such lien.

(b) If the deficient portion of such Assessment is not paid within thirty (30) days after the date when due, such deficiency shall bear interest from the date due at the rate of ten percent (10%) per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Parcel(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the obligation against the Owner(s) of such Parcel(s). For purposes of any such action or suit, such deficiency shall include such interest at such rate through the date of any judgment and the cost of preparing and filing and pursuing the complaint in such action or suit, including, without limitation, reasonable attorneys fees and disbursements.

Section 7.09 Allocation of Assessments. All Annual Assessments and Special Assessments shall be allocated among the Parcels in accordance with each Parcel's Proportionate Share.

Section 7.10 Duties of the Board. Upon the determination of the amount of any Assessment, the Board shall prepare a roster of the Parcels and the portion of such Assessment applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment a certificate signed by an officer of the Association, setting forth the amount of such Assessment applicable to the Parcel of such Owner and whether such Owner has paid such Assessment.

Section 7.11 Subordination to Lien of Mortgages. The lien for any past due Assessment shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association, licensed mortgage company or real estate investment trust. Such subordination shall apply only to past due Assessments payable prior to a sale or transfer of such Parcel pursuant to a decree of foreclosure of such mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment thereafter becoming due, nor from the lien arising out of the failure of any Owner to timely pay any such subsequent Assessment.

Section 7.12 Public Assessment. With respect to any Public Assessment imposed on all Owners of Parcels in the Park for improvements within, or on behalf of, the Park, the portion of such Public Assessment applicable to each Owner shall be based upon the Proportionate Share for such Owner's Parcel. With respect to Public Assessments imposed on the Owners of Parcels in the Park by any governmental authority contrary to such manner of allocation, the Owners shall pay the Public Assessments imposed on them or their respective Parcels and submit evidence of payment of the same to the Association. The Association shall total the amount paid by all of the Owners of the Property for the Public Assessment and allocate such total among all the Owners based on each Owner's Proportionate Share. If such reallocation requires an Owner to pay more than the amount which was assessed against and paid by said Owner to a governmental entity pursuant to the Public Assessment, the Association shall assess a Parcel Assessment against such

Owner in the amount of such difference. From the Parcel Assessments collected from such Owners, the Association shall pay amounts due to any Owner based on the reallocation described herein. This reallocation shall not apply to charges, assessments or taxes other than Public Assessments.

ARTICLE VIII

RESTRICTIONS

Section 8.01 Parcel Size. No building or structure shall be established on any Parcel less than five (5) acres in area. No Parcel or other parcel on the Property shall be divided or subdivided without the prior written approval of the Board; provided, however, Developer shall have the right to divide any Parcel owned by Developer without Board approval. Developer approval shall not be required to combine existing Parcel E and Parcel F into a single Parcel.

Section 8.02 General Restrictions. All Parcel coverage ratios, setback and height requirements, signage, landscaping and similar building restrictions shall be the same as those contained in the Township zoning ordinance then in effect, unless a variance or other necessary Township approval is obtained.

Section 8.03 Outdoor Storage. No outdoor storage of materials and equipment (excepting passenger vehicles and light trucks) to be used in the principal business conducted by any Owner on its Parcel, or products resulting from business is permitted. All such materials, equipment, and products for any permitted use shall be stored entirely within closed buildings or other approved structures.

Section 8.04 Nondisturbance. Excepting Transient Noise and Construction Noise, no buildings or structures on any Parcel, or the use of any such Parcels are permitted which will produce sound at a level in excess of fifty-five (55) decibels (as measured at any Parcel line) as determined by instruments, or lint, glare, odor, fumes, or vibration which are discernible at a lot line without the aid of instruments. Uses which have the potential of producing any of the above disturbances may be permitted if adequate measures are taken within the buildings or structures located on any such Parcel to reduce any potential disturbances to levels which are not discernible at a lot line without the aid of instruments.

Section 8.05 Drainage and Water Retention. All improvements within the Park shall comply with the all applicable governmental storm drainage and storm water retention requirements. For purposes of drainage, water retention and groundwater recharge, each Parcel or group of Parcels shall be developed with a drainage basin, a water retention pond or lake as required by the jurisdiction or governmental agency governing drainage. If planned as a unit, two or more Parcels may be combined into a single drainage basin. The practice of combining drainage basins is encouraged. No Owner of a Parcel shall be required to submit any drainage or water retention plans to the Board or Developer for approval.

Section 8.06 Utilities. All electrical and telecommunication transmission lines within the Park, other than those existing as of the date of this Declaration, shall be installed and maintained underground to the extent practicable, as determined by the Board.

Section 8.07 Restrictions and Covenants Running with the Property. The foregoing agreements, covenants, conditions and restrictions shall constitute a servitude in and upon the Property and every part thereof, shall run with the Property and inure to the benefit of and be enforceable by the Developer, its successors and assigns, the Association, and any Owner (including the Developer); provided, however, once the Developer is no longer an Owner, the Developer may maintain an action to enforce this Declaration in its capacity as Developer only if the Developer reasonably believes that it is necessary to do so to protect itself from possible liability, to comply with applicable legal requirements, or to further a purpose relating to the development and sale of Parcels within the Park. The failure by any eligible person or entity to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

ARTICLE IX

MAINTENANCE; ENFORCEMENT

Section 9.01 Owner Maintenance Responsibilities. Each Owner shall be responsible, at such Owner's sole cost and expense, for maintenance, repair and replacement of the interior and exterior of the building or buildings and all other

structures and improvements located on such Owner's Parcel, including, without limitation, the complete obligation to maintain all buildings, landscaping, parking areas, site lighting within parking areas, wells, water lines, sanitary disposal systems or other structures located on each Parcel in good and sufficient repair, in accordance with the maintenance standards set forth in Section 9.03 hereof, and shall keep the exterior of any such building or other structures properly maintained and in well-kept and aesthetically pleasing condition at all times. Maintenance, repair and replacement of shared access drives and shared parking areas shall be apportioned between or among the benefitted Parcel Owners, in proportion to the areas of their respective Parcels. The maintenance and enforcement functions of the Association set forth in Section 9.03 hereof shall be administered and performed by the Association acting through its Board.

Section 9.02 Association Maintenance Responsibilities.

(a) The Association shall be responsible, at its sole cost and expense, for maintenance, repair and replacement of all improvements located within the Common Area, including, without limitation, roads, landscaping, footpaths and bike paths, private rights-of-way and utilities not maintained by any governmental agency or public utility. The Association's expenses shall not include the costs incurred by the Developer for extending connections for certain utility services along Jomar Drive as provided in Section 5.02(a) or for providing the sign at the entrance of Jomar Drive as provided in Section 4.02, but the Association's expenses shall include the cost for all other Common Area improvements not in existence upon the execution of this Declaration by the Developer including, without limitation, installation of lighting along Jomar Drive if required by the Township or agreed to by the Board.

(b) The Association shall not be initially responsible for performing any maintenance, repair or replacement of the buildings, structures or other improvements on any Parcel which is not part of a Common Area, or for trash removal from any Parcel. The Association, however, by acting through the Board and in order to avoid blight and preserve the beauty, value and quality of the Park, shall have the right to assume the exterior maintenance, repair and replacement responsibilities of any Owner failing to comply with Section 9.01 hereof, including, without limitation, painting, roof repair and replacement, repair or replacement of gutters and/or down spouts, repair of exterior building surfaces, and yard cleanup, landscaping and/or maintenance; provided, however, the Owner shall be notified and given an opportunity to cure the alleged nonconformance as provided herein. The members of the Board shall from time to time observe site and landscape maintenance within the Park. In the event that the Board determines, in the exercise of reasonable discretion and by majority vote of members of the Board in attendance at a meeting thereof specifically called for such purpose, that the maintenance of a Parcel does not conform to the standards set forth in Section 9.03 hereof, the Board shall send written notice to the Owner of such Parcel setting forth the nature of the nonconformance and requesting a plan for remediation of such nonconformance. In the event such Owner fails to commence such remediation within fifteen (15) days after the date of such notice, the Board may, on behalf of the Association, cause such remediation to occur at such Owner's expense and may treat the charge as a Parcel Assessment.

Section 9.03 Maintenance Standards. The Board shall have the responsibility to administer and enforce the following maintenance standards:

(a) All trash and garbage shall be placed in designated containers, or within each Owner's Parcel contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the Board and any schedule for trash removal shall reflect the capacity of the local agencies for trash removal. Yards and landscape areas shall be kept free of trash, leaves and dead landscaping materials.

(b) All landscaped areas, including, without limitation, sodden areas, shall be regularly irrigated, as required, and shall receive regular maintenance including trimming, fertilization, mowing and replacement of diseased plant materials, as required. All irrigation systems shall be underground, automatic, kept in good repair. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Park and to maintain a uniform and sightly appearance.

(c) All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required by the Parcel Owner. Damaged or eroding areas of any parking surface shall be replaced as required and an overall resurfacing of any parking area shall be done as necessary. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

(d) Levels of light intensity in the parking areas of all exterior walkways shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

(e) All exterior surfaces shall be maintained (including, without limitation, painting, where appropriate) on a regular schedule as required, to maintain exterior appearance in a clean, neat and orderly manner.

(f) All signs shall be maintained in good repair so as to be clear and legible.

(g) The Ponds and any fountains, pumps and other structures located within the Ponds shall be repaired and maintained by the Owners of any Parcel containing the Ponds in good condition and in accordance with any Township requirements and in a manner necessary to satisfy minimum fire suppression requirements of all Parcels within the Park. Any decision regarding the Ponds shall be made by the Owner of any Parcel within which all or part of the affected Pond is located. The Owner of any Parcel containing a Pond shall have the right to make decisions and take action at such Owner's expense concerning any matters pertaining to said Ponds, including the selection and installation of fountains in such Ponds. All Owners agree to pay upon demand their Proportionate Share of any costs or expenses incurred by any Owner whose Parcel includes all or part of a Pond, if such costs or expenses are incurred solely for Pond maintenance or upkeep relating to fire suppression or fire suppression preparedness. If an Owner whose Parcel contains a Pond fails or refuses to maintain the Ponds in accordance with applicable legal requirements and/or in a manner necessary to satisfy minimum fire suppression requirements for all Parcels within the Park, the Association shall do so, then assess the cost thereof to all Owners based upon their respective Proportionate Shares; provided, however, the affected Owner shall receive prior written notice of the Association's proposed action and shall have the right to approve such action, which approval shall not be unreasonably withheld, conditioned or delayed. Except for payment of their Proportionate Share as provided herein, the Owner of a Parcel containing a Pond shall in no event be liable to the Developer, the Association, any other Owner, or any other party, for any failure to maintain any Pond on its Parcel in accordance with applicable legal requirements and/or in a manner necessary to satisfy minimum fire suppression requirements for any Parcels within the Park. Fire suppression shall have the definition set forth in Section 5.07.

Section 9.04 Enforcement of Declaration. The Association shall, by acting through the Board, have the right to take any action accessory to ensure and enforce compliance by each Owner with the covenants and restrictions contained in this Declaration.

Section 9.05 Inaction; Easement. The Association shall not be compelled to take any action pursuant to either Section 9.02(b) or 9.04 hereof, and the failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time nor shall the Association be liable to any Owner or any other person or entity for failure to take any such action. The Association shall have the easements in furtherance of such right established in Section 5.04 hereof and no exercise of such right shall be deemed to be a trespass or other infringement of the rights of any Owner, lessee or other person or entity and shall not render the Association liable to any person or entity whatsoever on account of such exercise.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer (as provided in Section 8.07 herein), the Association or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is received, after which time the covenants and restrictions of this Declaration shall automatically be extended for successive ten (10) year periods unless an instrument signed by the the Owners holding an aggregate Proportionate Share of greater than or equal to two-thirds (2/3rds) shall have been recorded, agreeing to change or terminate this Declaration in whole or in part.

Section 10.02 Remedies for Violation. Except as otherwise provided herein, violation or breach of any condition, covenant or restriction herein contained shall give the Developer (as provided in Section 8.07 herein), the Association or any Owner, in addition to all other available remedies, the right to proceed at law or in equity to compel compliance with the terms of the Declaration, and to prevent the violation or breach of any of the covenants and restrictions contained

herein, and the expense of such litigation (including, without limitation, reasonable attorneys' fees and disbursements) shall be borne by the losing party.

Section 10.03 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by first class mail, postage prepaid, to the last known address of the person or entity who or which appears as the Owner on the records of the Association at the time of such mailing.

Section 10.04 Severability. Invalidation of any of the provisions of this Declaration by operation of law, the judgment of any court having jurisdiction or any other reason shall in no way affect the validity or enforceability of any other provision of this Declaration.

Section 10.05 Conflicts. To the extent that there is any conflict between this Declaration and the zoning ordinance for the Township, the more restrictive of this Declaration or such ordinance shall control.

Section 10.06 Amendment. This Declaration may be amended at any time and from time to time with the consent of Owners having an aggregate Proportionate Share of two-thirds (2/3rds) or greater. Any such amendment shall be effected by execution and recordation of an instrument setting forth such amendment, executed by an officer of the Association authorized by the Board to do so.

Section 10.07 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10.08 Effective Date. This Declaration shall become effective upon its recordation in the Washtenaw County Records.

Section 10.09 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XI

CONSENT

Each individual and entity whose name appears below owns an interest in the Property, and each is executing this Declaration to confirm their acknowledgment, consent and agreement to all agreements, covenants, restrictions, terms and conditions contained in this Declaration, and to subject and burden that portion of the Property which they own to this Declaration in all respects. Each such individual and entity represents and warrants that their interest in the Property is not subject to any mortgage or similar lien or encumbrance.

IN WITNESS WHERE OF, the record fee simple title holders of the Property on the date hereof have executed this Declaration as of the day and year first above written.

[Signatures begin on the next page]

WITNESSES:

Elaine M. Ravid
ELAINE M. RAVIDA
Patricia Fellows
PATRICIA FELLOWS

STATE OF MICHIGAN)
COUNTY OF _____)SS

On this ____ day of August 2000, before me personally appeared JOSEPH MARTIN, Trustee, who being by me duly sworn, did say that he is the Authorized Member of JEM CONSTRUCTION, LLC, a Michigan limited liability company, the company named in and which executed the within instrument, and that said instrument was signed on behalf of said company.

ELAINE M. RAVIDA
Notary Public, Wayne County, MI
My Commission Expires 03/15/2004

DEVELOPER:

JEM CONSTRUCTION, LLC, a Michigan limited liability company

By:

Joseph Martin
JOSEPH MARTIN, Trustee

Its:

Authorized Member

Elaine M. Ravid
_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

WITNESSES:

STATE OF MICHIGAN)
COUNTY OF _____)SS

On this ____ day of August 2000, before me personally appeared _____ who being by me duly sworn, did say that he is the _____ of HORIZON DEVELOPMENT COMPANY, LLC, a Michigan limited liability company, the company named in and which executed the within instrument, and that said instrument was signed on behalf of said company.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

LAND CONTRACT PURCHASER OF PARCEL A:

HORIZON DEVELOPMENT COMPANY, LLC, a Michigan limited liability company

By:

Name: _____

Title: _____

WITNESSES:

OWNER OF PARCEL B:

KATHERINE NOHR

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of August 2000, before me personally appeared KATHERINE NOHR, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be her free act and deed.

Notary Public,
_____, County, Michigan
My Commission Expires:

WITNESSES:

OWNER OF PARCELS E and F:

BALANCE TECHNOLOGY, INC., a Michigan corporation

By: _____
THOMAS PLUNKETT
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of August 2000, before me personally appeared THOMAS PLUNKETT, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.

Notary Public,
_____, County, Michigan
My Commission Expires:

WITNESSES:

Elaine M. Ravida
ELAINE M. RAVIDA
Patricia Fellows
Patricia Fellows

STATE OF MICHIGAN)
COUNTY OF _____) SS

On this _____ day of August 2000, before me personally appeared THOMAS M. BLOOM, to me known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his free act and deed.

PROSPECTIVE OWNER OF PARCEL C

KX INVESTMENTS, LLC, a Michigan limited liability company

By:

Thomas M. Bloom
THOMAS M. BLOOM
Its: Manager

Elaine M. Ravida
_____, County, Michigan
My Commission Expires: _____
Notary Public,

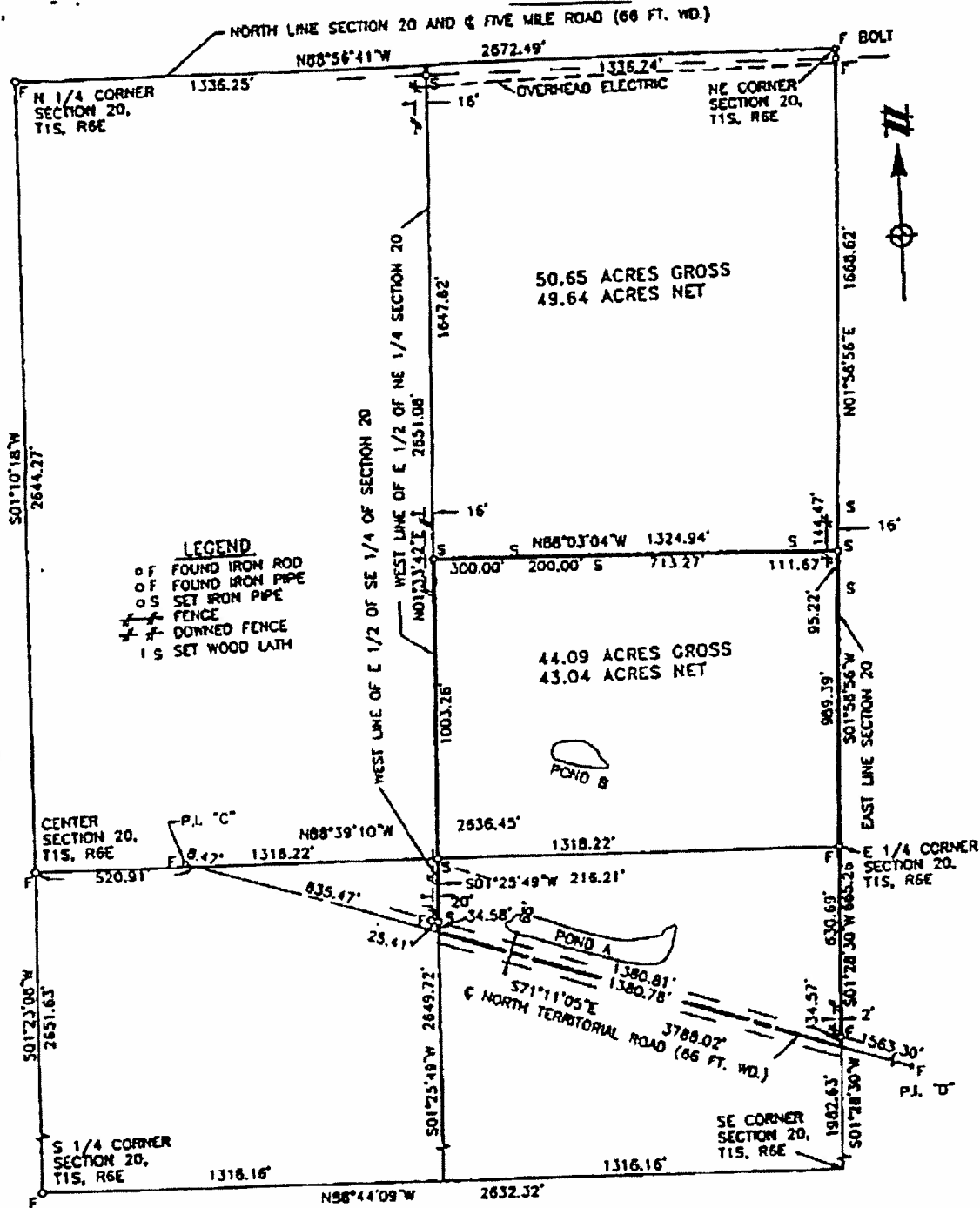
Drafted by and when recorded return to:

Gregg A. Nathanson, Esq.
Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.
39395 W. Twelve Mile Road, Suite 200
P.O. Box 9057
Farmington Hills, Michigan 48333-9057

O:\BMB\jomaridc.wbp

ELAINE M. RAVIDA
Notary Public, Wayne County, MI
My Commission Expires 03/15/2004

EXHIBIT A



REVISED 11-4-89: CHANGED CLIENT & ADDED PONOS.
BEARINGS ARE BASED ON SURVEY RECORDED IN L. 1474, P. 809
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR
DESCRIBED ON 10-31 1895, AND THAT THE RATIO OF CLOSURE
ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/ 5000 , AND THAT
ALL OF THE REQUIREMENTS OF P.A. 132 1870 HAVE BEEN COMPLIED WITH

Kenneth R Coleman
PROFESSIONAL SURVEYOR NO.
37271

CLIENT JEM CONSTRUCTION, LLC.

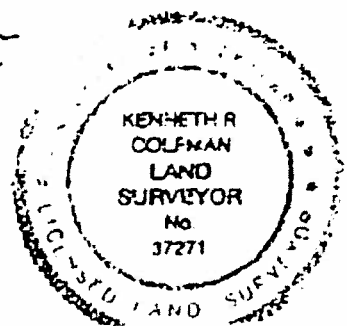
SURVEY OF A PARCEL OF LAND IN
THE NE 1/4 AND SE 1/4 OF

SECTION 20 TOWNSHIP 1 SOUTH RANGE 6 EAST
NORTHFIELD TOWNSHIP
WASHTENAW COUNTY

ON COMPLETED WITH

ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
213-484-4008 • FAX NO. 213-494-1399
ANN ARBOR, MICHIGAN

DATE	10-31-93	
JOB	42078.01	CAD 40728.01
DR	KC	DL JP
BOOK	1013	PL 5
SHEET	1	OF 2



44.09 ACRE PARCEL

BEGINNING at the E 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 665.26 feet along the east line of said Section; thence N71°11'05"W 1380.78 feet along the centerline of North Territorial Road; thence N01°25'49"E 250.79 feet along the west line of the E 1/2 of the SE 1/4 of said Section to the E-W 1/4 line of said Section; thence along the west line of the E 1/2 of the NE 1/4 of said Section N01°33'42"E 1003.26 feet; thence S88°03'04"E 1324.94 feet; thence S01°56'56"W 989.39 feet along the east line of said Section to the Place of Beginning, being a part of the E 1/2 of the NE 1/4 and part of the E 1/2 of the SE 1/4 of said Section 20, containing 44.09 acres of land, more or less (43.04 acres net), being subject to the rights of the public over the southwesterly 33.00 feet thereof as occupied by North Territorial Road, together with and subject to easements and restrictions of record, if any.

DESCRIPTION OF 33' ROAD R.O.W. (NORTH 1/2 OF N. TERRITORIAL ROAD)

COMMENCING at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 630.69 feet along the East line of said Section for a PLACE OF BEGINNING; thence continuing S01°28'30"W 34.57 feet along said East line; thence N71°11'05"W 1380.78 feet along the centerline of North Territorial Road; thence N01°25'49"E 34.58 feet along the West line of the East 1/2 of the Southeast 1/4 of said Section; thence S71°11'05"E 1380.81 feet along the North line of North Territorial Road to the Place of Beginning, being a part of the Northeast 1/4 of the Southeast 1/4 of said Section 20, containing 1.05 acres of land, more or less, together with and subject to easements and restrictions of record, if any.

WITNESSES

N 1/4 CORNER SECTION 20

FOUND 1" IRON PIPE WITH PIECES OF BRICK AROUND IT
32" OAK N15°W 33.60 SET PK IN W. FACE
16" PINE S40°W 30.24 SET PK N. FACE
25" WILLOW S20°E 29.88 SET PK W. FACE
4" ELM N45°E 30.31
FD. NAIL & BOSS WASHER NW FACE

P.L. "C"

FOUND 1/2" IRON BAR 6" BELOW BITUMINOUS SURFACE
NORTH EDGE OF BITUMINOUS NORTH 1.2
FOUND 1/2" ROD EAST 17.49
42" OAK N60°E 51.95 PK S. SIDE
UTILITY POLE S50°E 70.25 PK NE SIDE
NE CORNER OF CONC. HEADWALL N75°W 45.90
S. LEG OF "ARROW" SIGN N65°W 31.69

NE CORNER SECTION 20

FOUND BOLT S35°E 34.37 FD NAIL NE FACE
10" HICKORY N75°E 59.42 FD NAIL S. FACE
24" CHERRY N55°W 48.34 FD NAIL & WASHER
MULTIPLE WILLOW JXB" SOUTH 33.00
CAPPED REBAR

S 1/4 CORNER SECTION 20

FOUND 6" X 1/2" IRON PIPE STUCK 2 1/2" IN GROUND IN OLD E-W FENCE
ON EAST SIDE OF CREEK. PULLED PIPE AND FOUND NOTHING METALIC BUT BITS
OF FENCE WIRE IN AREA. REPLACED PIPE.
14"X16" TWIN COTTONWOOD NORTH 22.20 FD PK SE SIDE
18" ELM N50°E 18.28 FD PK N. SIDE
6" ELM N60°E 11.78 FD PK SE SIDE
48" WILLOW S55°W 17.08 SET DBL HEAD NAIL N. SIDE
N-S HIGHWAY FENCE WEST 30.6
FOUND IRON PIPE IN FENCE EAST 50 1/2"

E 1/4 CORNER SECTION 20

FOUND 1 1/2" IRON PIPE 8.75 SET PK E. FACE
21" CHERRY N08°E 57.51 SET PK E. FACE
14" TRIPLE CHERRY S06°E 65.04 FD PK S. FACE
36" OAK N82°E 15.80 FD NAIL E FACE
8" TWIN ELM S06°E

P.L. "D"

FOUND 3/4" IRON BAR S35°E 67.74
UTILITY POLE SET PK N. FACE
S'LY EDGE OF BITUMINOUS SOUTH 1.4
CENTERLINE N'LY RR CROSSING N80°W 104.6
POST S80°W 43.0
STEEL FENCE CORNER

CENTER SECTION 20

FOUND 1/2" IRON PIPE S50°W 50.20 FD PK N. FACE
20" OAK S40°E 38.12 FD PK NE FACE
32" OAK N65°W 57.20 FD PK E. FACE
12" CHERRY N40°W 28.38 FD PK E. FACE
10" ELM

CLIENT JEM CONSTRUCTION, LLC.

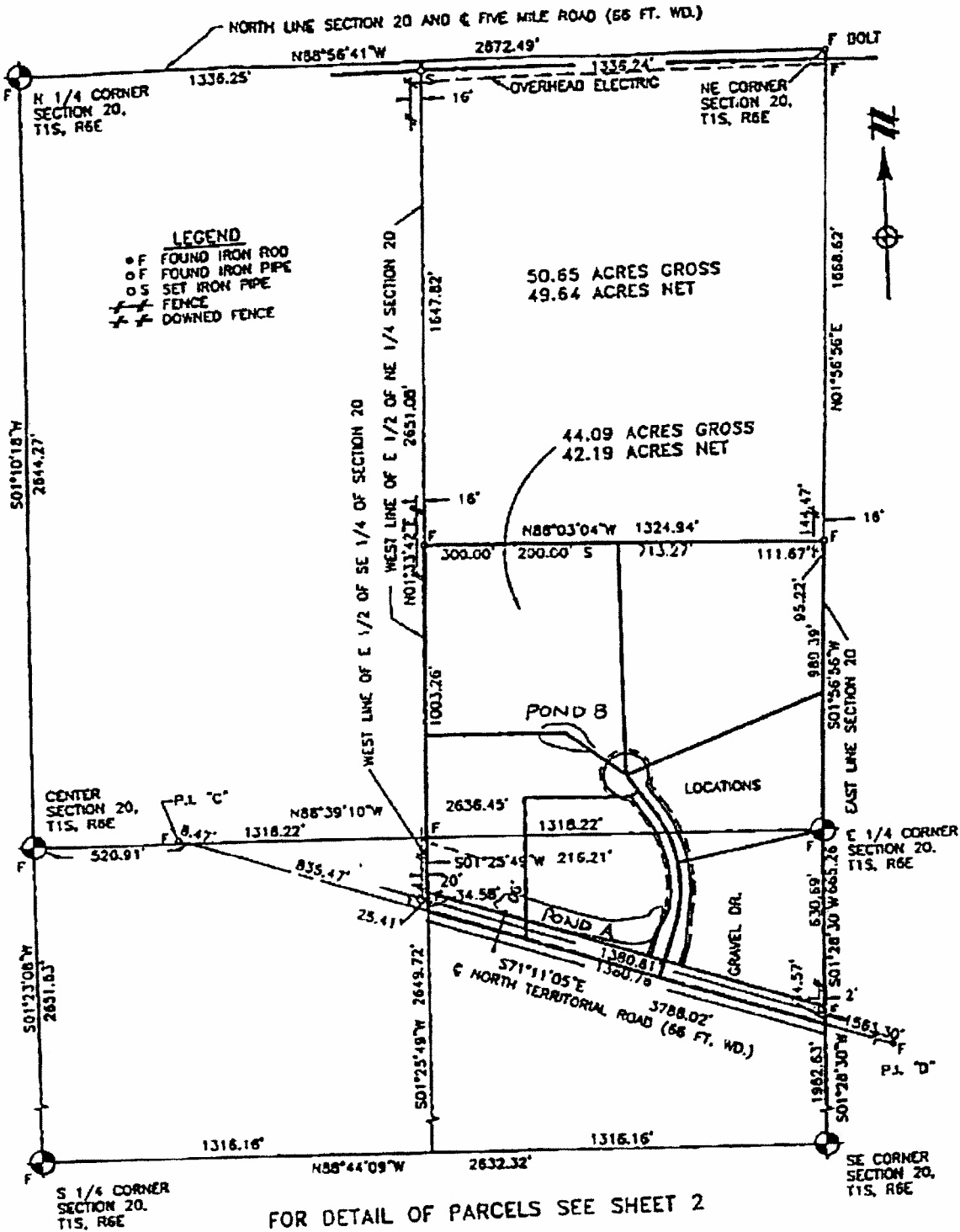
SURVEY OF 2 PARCELS OF LAND IN
THE NE 1/4 AND SE 1/4 OF

SECTION 20 TOWN 1 SOUTH RANGE 6 EAST
NORTHFIELD TOWNSHIP
WASHTENAW COUNTY
SCALE 1" = 200'

ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
313-494-0000 • FAX 313-494-1398
ANN ARBOR, MICHIGAN

DATE 10-31-95
JOB# 42078
SHEET 2 OF 2
BOOK 1013
FILE NO. 503-267A

EXHIBIT B



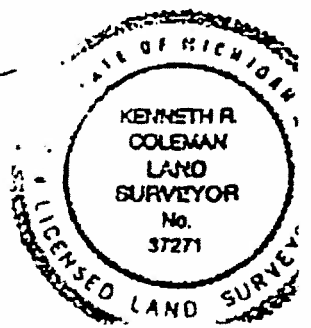
FOR DETAIL OF PARCELS SEE SHEET 2

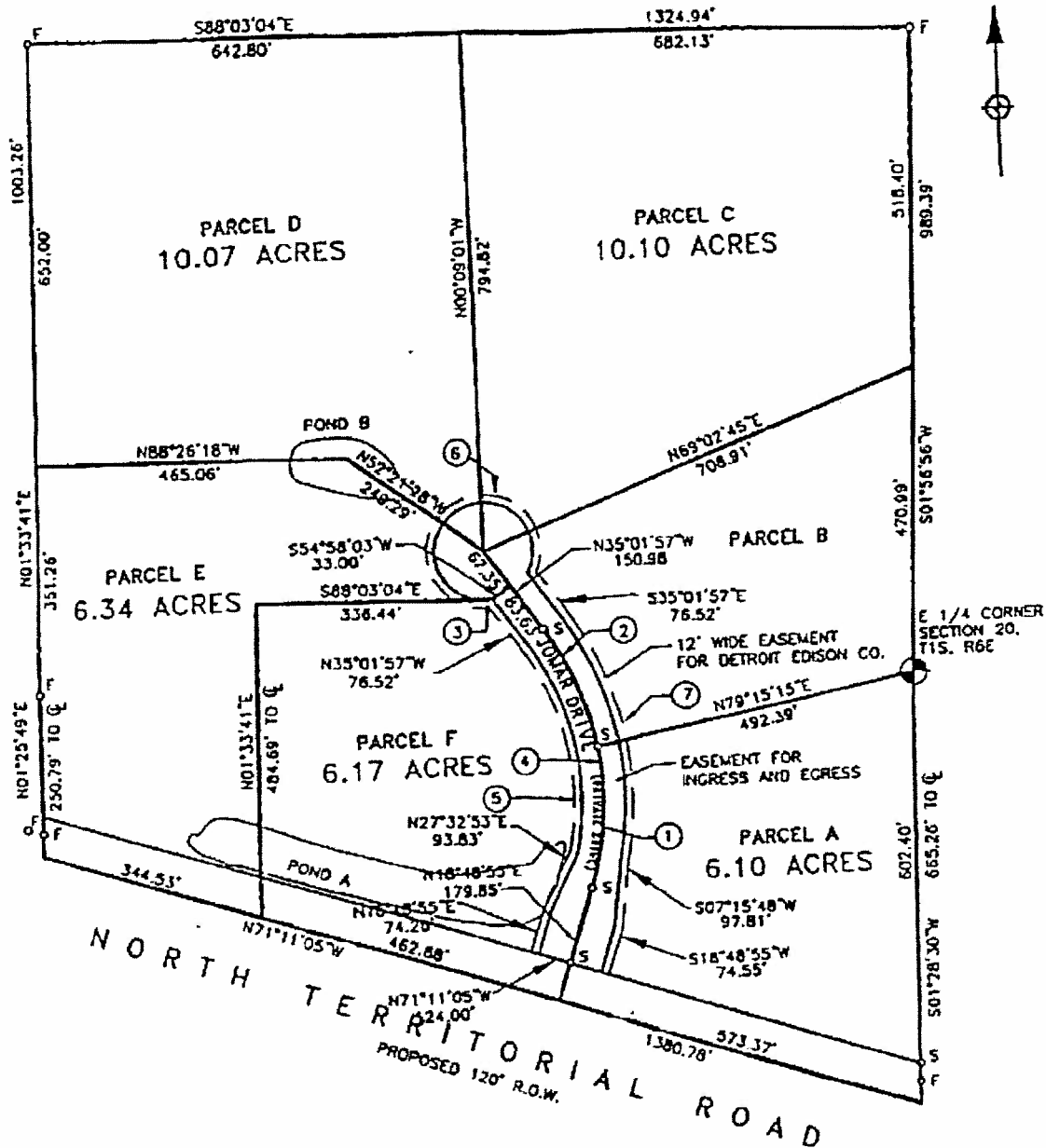
REVISED 11-4-98
 REVISED 10-10-99 SHEET 1
 REVISED 12-11-98
 BEARINGS ARE BASED ON SURVEY RECORDED IN L 1474, P. 809
 I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR
 DESCRIBED ON 7-30 1997, AND THAT THE RATIO OF CLOSURE
 ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/ 5000, AND THAT
 ALL OF THE REQUIREMENTS OF P.A. 132 1970 HAVE BEEN COMPLIED WITH

Kenneth R. Coleman
 PROFESSIONAL SURVEYOR NO. 37271

CLIENT JEN CONSTRUCTION, L.L.C.			
SURVEY OF 6 PARCELS OF LAND IN THE NE 1/4 AND SE 1/4 OF...			
SECTION 20	TOWN 1	SOUTH RANGE 6	EAST

ATWELL-HICKS, INC. CIVIL ENGINEERING • SURVEYING • PLANNING ENVIRONMENTAL SERVICES 213-884-4000 • FAX NO. 213-884-1388 ANN ARBOR, MICHIGAN	
DATE: 7-25-97	CAD: 20365102
CHK: JCT	CHK: RM
BOOK: 1013	PG: -





CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
1	450.00'	221.03'	218.82'	N04°44'38"E	28°08'33"
2	450.00'	201.89'	200.20'	N72°10'48"W	25°42'18"
3	75.00'	14.24'	14.22'	N88°30'39"E	10°52'39"
4	450.00'	422.92'	407.52'	S08°06'31"E	53°50'51"
5	405.00'	333.37'	324.04'	N11°27'05"W	47°09'44"
6	87.00'	452.05'	90.00'	N54°58'03"E	297°42'19"
7	495.00'	414.59'	402.58'	S11°02'17"E	47°59'19"

REVISED 11-1-98
REVISED 12-11-98

CLIENT JEM CONSTRUCTION, L.L.C.

SURVEY
OF 6 PARCELS OF LAND IN THE
NE 1/4 AND SE 1/4 OF...

SECTION 20 TOWN 1 SOUTH, RANGE 6 EAST
NORTHFIELD TOWNSHIP
WASHTENAW COUNTY

ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
313-994-4008 • FAX NO. 313-994-1388
ANN ARBOR, MICHIGAN

DATE 7-25-97

JOB# 42036.03 C# 2016SU02

DR. JCT COL RM

BOOK 1013 PL -

SHEET 2 OF 8

DESCRIPTION OF A 6.10 ACRE PARCEL OF LAND
Section 20, T15, R5E, Northfield Township, Washkewich
County, Michigan. The parcel is a portion of said Section 20;

DESCRIPTION OF A 5.31 ACRE PARCEL OF LAND (PARCEL B)

DESCRIPTION OF A 5.31 ACRE PARCEL OF LAND

97.19 feet; thence S16°48'55" W 700.00 feet to the
easements and restrictions of record, if any.

DATE	7-23-97	
JOE	42036.03	203658/02
DL	JCT	RM
BOOK	1013	-

DESCRIPTION OF A 10.10 ACRE PARCEL OF LAND (PARCEL C)
 Section 20, T15, R6E, Northfield Township, Washtenaw
 County, Michigan

DESCRIPTION OF A 10.10 ACRE PARCEL

Situated in Township, Northfield Township, Washtenaw County, Michigan; thence N^{01°58'56"E} 470.99 feet along the East line of said Section 20 for a PLACE OF BEGINNING; thence S^{89°02'45"W} 708.91feet; thence S^{01°56'56"W} 518.40 feet to the Place
794.82 feet; thence S^{88°03'04"E} 682.13 feet; thence S^{01°56'56"W} 518.40 feet to the Place
more or less, being subject to and together with a 12 foot easement in favor of Detroit Edison Company, described as: Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S^{01°28'30"W} 602.40 feet along the East Line
of said Section 20; thence N^{71°11'05"W} 616.64 feet along the North proposed 60 foot right-of-way line
of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence N^{18°48'55"E}
74.26 feet; thence N^{27°32'53"E} 93.83 feet; thence S^{33°37'} feet along the arc of a nontangential
circular curve to the left, radius 403.00 feet, chord bearing N^{11°27'05"W} 324.04 feet; thence
circles curve to the right, radius 405.00 feet, chord bearing S^{35°01'57"E} 78.52;
^{N35°01'57"} 78.52; thence 452.03 feet along the arc of a non-tangential circular curve to the
right, radius 87.00 feet, chord bearing N^{54°58'03"E} 90.00 feet; thence S^{35°01'57"E} 78.52;
thence 414.59 feet along the arc of a circular curve to the right, radius 495.00 feet, chord bearing
N^{11°02'17"E} 402.58 feet; thence S^{07°15'48"W} 97.81 feet; thence S^{18°48'55"W} 74.55
feet; thence N^{71°11'05"W} 12.00 feet along the North proposed 60 foot right-of-way line of said North
Territorial Road; thence N^{18°48'55"E} 73.34 feet; thence N^{07°15'48"E} 97.19 feet; thence
405.13 feet along the arc of a nontangential circular curve to the left, radius 483.00 feet, chord
bearing N^{11°00'11"W} 393.36 feet; thence N^{35°01'57"W} 83.63; thence 402.90 feet along
the arc of a nontangential circular curve to the left, radius 75.00 feet, chord bearing
S^{54°58'03"W} 66.00 feet; thence S^{35°01'57"E} 83.63; thence S^{11°20'20"E} 335.14 feet; thence
a circular curve to the right, radius 417.00 feet, chord bearing S^{11°05'W} 12.00.
S^{27°32'53"W} 94.53 feet; thence S^{18°48'55"W} 73.34 feet; thence N^{71°11'05"W} 12.00
feet along the North proposed 60 foot right-of-way line of said North Territorial Road to the Place of
Beginning, and being subject to and together with a variable width easement for ingress and egress,
described as: Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township,
Washtenaw County, Michigan; thence S^{01°28'30"W} 602.40 feet along the East Line of said
Section 20; thence N^{71°11'05"W} 504.64 feet along the North proposed 60 foot right-of-way line of said
North Territorial Road for a PLACE OF BEGINNING; thence continuing N^{71°11'05"W}
100.00 feet; thence N^{18°48'55"E} 73.34 feet; thence S^{34°48'} feet along the arc of a nontangential circular curve to the left, radius 417.00 feet, chord bearing
feet along the arc of a nontangential circular curve to the left, radius 417.00 feet, chord bearing
N^{11°20'20"W} 335.14 feet; thence N^{35°01'57"W} 83.63; thence 402.90 feet along the arc
of a nontangential circular curve to the right, radius 75.00 feet, chord bearing N^{54°58'03"E}
66.00 feet; thence S^{35°01'57"E} 83.63; thence 405.13 feet along the arc of a nontangential
circular curve to the right, radius 483.00 feet, chord bearing S^{11°00'11"E} 393.36 feet; thence
S^{07°15'48"W} 97.19 feet; thence S^{18°48'55"W} 73.34 feet to the Place of Beginning, and
being subject to other easements and restrictions of record, if any.

DESCRIPTION OF A 10.07 ACRE PARCEL OF LAND (PARCEL D)

DESCRIPTION OF A 10.07 ACRE PARCELS
Northfield Township, Washtenaw County, Michigan; thence N01°56'56"E 989.39 feet along the East line of said Section 20;
thence N88°03'04"W 682.13 feet for a PLACE OF BEGINNING; thence S00°09'01"E
794.82 feet; thence N52°21'28"W 249.29 feet; thence N88°26'18"W 465.06 feet; thence
N01°33'41"E 652.00 feet along the West line of the East 1/2 of the Northeast 1/4 of said Section
20; thence S88°03'04"E 642.80 feet to the Place of Beginning, being part of the Northeast 1/4
of said Section 20, containing 10.07 acres of land, more or less, being subject to and together with
a 12 foot easement in favor of Detroit Edison Company, described as: Commencing at the East 1/4
corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence
S01°28'30"W 602.40 feet along the East Line of said Section 20; thence N71°11'05"W
616.64 feet along the North proposed 60 foot right-of-way line of North Territorial Road (120 feet proposed) for
a PLACE OF BEGINNING; thence N18°48'55"E 74.26 feet; thence N27°32'53"E 93.83
feet; thence 333.37 feet along the arc of a nontangential circular curve to the left, radius 405.00 feet,
chord bearing N11°27'05"W 324.04 feet; thence N35°01'57"W 76.52; thence 452.05 feet
along the arc of a nontangential circular curve to the right, radius 87.00 feet, chord bearing
N54°58'03"E 90.00 feet; thence S35°01'57"E 76.52; thence 414.59 feet along the arc of a
circular curve to the right, radius 493.00 feet, chord bearing S11°02'17"E 402.58 feet; thence
S07°15'48"W 97.81 feet; thence S18°48'55"W 74.55 feet; thence N71°11'05"W 12.00
feet along the North proposed 60 foot right-of-way line of said North Territorial Road; thence
N18°48'55"E 73.34 feet; thence N07°15'48"E 87.19 feet; thence 405.13 feet along the arc
of a nontangential circular curve to the left, radius 483.00 feet, chord bearing N11°00'11"W
393.36 feet; thence N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential
circular curve to the left, radius 75.00 feet, chord bearing S54°58'03"W 66.00 feet; thence
S35°01'57"E 83.63; thence 344.88 feet along the arc of a circular curve to the right, radius
417.00 feet, chord bearing S11°20'20"E 335.14 feet; thence S27°32'53"W 94.53 feet; thence
S18°48'55"W 73.34 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way
line of said North Territorial Road to the Place of Beginning, and being subject to and together
with a variable width easement for ingress and egress, described as: Commencing at the East 1/4
corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence
S01°28'30"W 602.40 feet along the East Line of said Section 20; thence N71°11'05"W
504.64 feet along the North proposed 60 foot right-of-way line of said North Territorial Road for a PLACE
OF BEGINNING; thence continuing N71°11'05"W 100.00 feet; thence N18°48'55"E
73.34 feet; thence N27°32'53"E 94.53 feet; thence 344.88 feet along the arc of a nontangential
circular curve to the left, radius 417.00 feet, chord bearing N11°20'20"W 335.14 feet; thence
N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the
right, radius 75.00 feet, chord bearing S54°58'03"E 66.00 feet; thence S35°01'57"E 83.63;
thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet,
chord bearing S11°00'11"E 393.36 feet; thence S07°15'48"W 97.19 feet; thence
S18°48'55"W 73.34 feet to the Place of Beginning, and being subject to other easements and
restrictions of record, if any.

REVISED 11-4-99
REVISED 12-11-98

CLIENT: JCM CONSTRUCTION, L.L.C.

SURVEY
OF 6 PARCELS OF LAND IN THE
NE 1/4 AND SE 1/4 OF...

SECTION 20 TOWNSHIP 1 SOUTH RANGE 6 EAST
NORTHFIELD TOWNSHIP

ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
313-884-4008 • FAX NO. • 313-884-1389
ANN ARBOR, MICHIGAN

DATE 7-23-97	
JOB 42036.03	CAD 70365U02
DR. ACT	DR. RM
BOOK 1013	PL -
SHEET 4	OF 8

DESCRIPTION OF A 6.34 ACRE PARCEL OF LAND (PARCEL E)

Commencing at the East 1/4 corner of Section 20, T15, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"E 685.28 feet along the East line of said Section 20; thence N71°11'05"W 1038.25 feet along the centerline of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence continuing N71°11'05"W 344.53 feet along said centerline of North Territorial Road; thence N01°25'49"E 250.79 feet along the West line of the East 1/2 of the Southeast 1/4 of said Section 20; thence N01°33'41"E 351.26 feet along the West line of the East 1/2 of the Northeast 1/4 of said Section 20; thence S88°26'18"E 465.06 feet; thence S52°21'28"E 249.29 feet; thence S35°01'57"E 67.35 feet; thence S54°58'03"W 33.00 feet; thence 14.24 feet along the arc of a circular curve to the right, radius 75.00 feet, chord bearing S86°30'37"W 14.22 feet; thence N88°03'04"W 338.44 feet; thence S01°33'41"W 484.69 feet to the Place of Beginning, being part of the East 1/2 of said Section 20, containing 6.34 acres of land, more or less, being subject to and together with a 12 foot easement in favor of Detroit Edison Company, described as: Commencing at the East 1/4 corner of Section 20, T15, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East line of said Section 20; thence N71°11'05"W 816.64 feet along the North proposed 60 foot right-of-way line of said North Territorial Road for a PLACE OF BEGINNING; thence N18°48'55"E 74.26 feet; thence N27°32'53"E 93.83 feet; thence S33°01'57"W 76.52 feet; thence N11°27'05"W 324.04 feet; thence N35°01'57"W 76.52 feet; thence 452.05 feet along the arc of a nonlateral circular curve to the left, radius 405.00 feet, chord bearing N11°27'05"W 324.04 feet; thence N35°01'57"E 76.52 feet; thence 414.59 feet along the arc of a nonlateral circular curve to the right, radius 87.00 feet, chord bearing N54°58'03"E 90.00 feet; thence S35°01'57"E 76.52 feet; thence 414.59 feet along the arc of a circular curve to the right, radius 495.00 feet, chord bearing S11°02'17"E 402.58 feet; thence S07°15'48"W 97.81 feet; thence S18°48'55"W 74.55 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road; thence N18°48'55"E 73.34 feet; thence N07°15'48"E 97.19 feet; thence 405.13 feet along the arc of a nonlateral circular curve to the left, radius 483.00 feet, chord bearing N11°00'11"W 393.36 feet; thence N35°01'57"W 83.83 feet; thence 402.90 feet along the arc of a nonlateral circular curve to the left, radius 75.00 feet, chord bearing S54°58'03"W 66.00 feet; thence S35°01'57"E 83.83 feet; thence 344.88 feet along the arc of a circular curve to the right, radius 417.00 feet, chord bearing S11°20'20"E 335.14 feet; thence S27°32'53"W 94.53 feet; thence S18°48'55"W 73.34 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road to the Place of Beginning, and being subject to and together with a variable width easement for ingress and egress, described as: Commencing at the East 1/4 corner of Section 20, T15, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East line of said Section 20; thence N71°11'05"W 504.84 feet along the North proposed 60 foot right-of-way line of said North Territorial Road for a PLACE OF BEGINNING; thence continuing N71°11'05"W 100.00 feet; thence N18°48'55"E 73.34 feet; thence N27°32'53"E 94.53 feet; thence 344.88 feet along the arc of a nonlateral circular curve to the left, radius 417.00 feet, chord bearing N11°20'20"W 335.14 feet; thence N35°01'57"W 83.83 feet; thence 402.90 feet along the arc of a nonlateral circular curve to the right, radius 75.00 feet, chord bearing S54°58'03"E 66.00 feet; thence S35°01'57"E 83.83 feet; thence 405.13 feet along the arc of a nonlateral circular curve to the right, radius 483.00 feet, chord bearing S11°00'11"E 393.36 feet; thence S07°15'48"W 97.19 feet; thence S18°48'55"W 73.34 feet to the Place of Beginning, and being subject to other easements and restrictions of record, if any.

REVISED 11-4-99
REVISED 12-11-98

CLIENT JEM CONSTRUCTION, L.L.C.			
SURVEY OF 6 PARCELS OF LAND IN THE NE 1/4 AND SE 1/4 OF...			
SECTION 20	TOWNSHIP 15	RANGE 6	EAST
NORTHFIELD TOWNSHIP WASHTENAW COUNTY			

ATWELL-HICKS, INC. CIVIL ENGINEERING • SURVEYING • PLANNING ENVIRONMENTAL SERVICES 313-954-4000 • FAX 313-954-1394 ANN ARBOR, MICHIGAN			
DATE 7-23-97			
JOB 42036.03	FILE 7-18-97		
DR. JCT	RM		
BOOK 1013	PAGE		
SHEET 5	OF 8		

DESCRIPTION OF A 6.17 ACRE PARCEL OF LAND (PARCEL F)

Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"E 685.26 feet along the East line of said Section 20; thence N71°11'05"W 573.37 feet along the centerline of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence continuing N71°11'05"W 482.88 feet along said centerline of North Territorial Road; thence N01°33'41"E 484.69 feet; thence S88°03'04"E 338.44 feet; thence 14.22 feet along the arc of a circular curve to the left, radius 75.00 feet; chord bearing N88°30'37"E 14.22 feet; thence N54°58'03"E 33.00 feet; thence S35°01'57"E 83.63 feet; thence 422.92 feet along the arc of a circular curve to the right, radius 450.00 feet; chord bearing S08°06'31"E 407.52 feet; thence S18°48'55"W 179.85 feet to the Place of Beginning, being part of the East 1/2 of said Section 20, containing 6.17 acres of land, more or less, being subject to and together with a 12 foot easement in favor of Detroit Edison Company, described as: Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East line of said Section 20; thence N71°11'05"W 618.64 feet along the North proposed 60 foot right-of-way line of said North Territorial Road for a PLACE OF BEGINNING; thence N18°48'55"E 74.26 feet; thence N27°32'53"E 93.83 feet; thence 333.37 feet along the arc of a nontangential circular curve to the left, radius 405.00 feet, chord bearing N11°27'05"W 324.04 feet; thence N35°01'57"W 76.52; thence 452.05 feet along the arc of a nontangential circular curve to the right, radius 87.00 feet, chord bearing N54°58'03"E 90.00 feet; thence S35°01'57"E 76.52; thence 414.58 feet along the arc of a circular curve to the right, radius 495.00 feet, chord bearing S11°02'17"E 402.58 feet; thence S07°15'48"W 97.81 feet; thence S18°48'55"W 74.55 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road; thence N18°48'55"E 73.34 feet; thence N07°15'48"E 97.19 feet; thence 405.13 feet along the arc of a nontangential circular curve to the left, radius 483.00 feet, chord bearing N11°00'11"W 393.36 feet; thence N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the left, radius 75.00 feet, chord bearing S54°58'03"W 66.00 feet; thence S35°01'57"E 83.63; thence 344.88 feet along the arc of a circular curve to the right, radius 417.00 feet, chord bearing S11°20'20"E 335.14 feet; thence S27°32'53"W 94.53 feet; thence S18°48'55"W 73.34 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road to the Place of Beginning, and being subject to and together with a variable width easement for ingress and egress, described as: Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East line of said Section 20; thence N71°11'05"W 504.64 feet along the North proposed 60 foot right-of-way line of said North Territorial Road for a PLACE OF BEGINNING; thence continuing N71°11'05"W 100.00 feet; thence N18°48'55"E 73.34 feet; thence N27°32'53"E 94.53 feet; thence 344.88 feet along the arc of a nontangential circular curve to the left, radius 417.00 feet, chord bearing N11°20'20"W 335.14 feet; thence N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the right, radius 75.00 feet, chord bearing S54°58'03"E 66.00 feet; thence S35°01'57"E 83.63; thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, chord bearing S11°00'11"E 393.36 feet; thence S07°15'48"W 97.19 feet; thence S18°48'55"W 73.34 feet to the Place of Beginning, and being subject to other easements and restrictions of record, if any.

DESCRIPTION OF 60' ROAD R.O.W. (NORTH 1/2 OF N. TERRITORIAL ROAD)

Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East line of said Section 20 for a PLACE OF BEGINNING; thence continuing S01°28'30"W 62.88 feet along said East line of Section 20; thence N71°11'05"W 1380.78 feet along the centerline of North Territorial Road, 120 feet proposed; thence N01°25'48"E 62.87 feet along the West line of the East 1/2, of the Southeast 1/4 of said Section 20; thence S71°11'05"E 1380.83 feet to the Place of Beginning, being part of the Southeast 1/4 of said Section 20, and being subject to easements and restrictions if any.

REVISED 11-4-99
REVISED 12-11-98

CLIENT JEM CONSTRUCTION, LLC.

SURVEY
OF 6 PARCELS OF LAND IN THE
NE 1/4 AND SE 1/4 OF...

ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
313-484-8000 • FAX 313-484-1389
ANN ARBOR, MICHIGAN

DATE 7-23-97
JOB 2036.03
BY JCT
BOOK 1013
PAGE 102

WITNESSES

N 1/4 CORNER SECTION 20

FOUND 1" IRON PIPE WITH PIECES OF BRICK AROUND IT		
32" OAK	N15°W	33.60 SET PK IN W. FACE
16" PINE	S40°W	30.24 SET PK N. FACE
25" WILLOW	S20°E	29.88 SET PK W. FACE
4" ELM	N45°E	30.31 FD. NAIL & BOSS WASHER NW FACE

NE CORNER SECTION 20

FOUND BOLT	S35°E	34.37 FD NAIL NE FACE
10" HICKORY	N75°E	59.42 FD NAIL S. FACE
24" CHERRY	N55°W	48.34 FD NAIL & BOSS WASHER
MULTIPLE WILLOW 3"x8"	SOUTH	33.00
CAPPED REBAR		

CENTER SECTION 20

FOUND 1/2" IRON PIPE	S50°W	50.20 FD PK N. FACE
20" OAK	S40°E	38.12 FD PK NE FACE
32" OAK	N65°W	57.20 FD PK E. FACE
12" CHERRY	N40°W	28.38 FD PK E. FACE
10" ELM		

E 1/4 CORNER SECTION 20

FOUND 1 1/2" IRON PIPE	N08°E	9.75 SET PK E. FACE
21" CHERRY	S08°E	57.51 SET PK E. FACE
14" TRIPLE CHERRY	N82°E	65.04 FD PK S. FACE
38" OAK	S06°E	15.80 FD NAIL E FACE
8" TWIN ELM		

S 1/4 CORNER SECTION 20

FOUND 6" X 1/2" IRON PIPE STUCK 2 1/2' IN GROUND IN OLD E-W FENCE		
ON EAST SIDE OF CREEK. PULLED PIPE AND FOUND NOTHING METALIC BUT BITS		
OF FENCE WIRE IN AREA REPLACED PIPE		
14"X16" TWIN COTTONWOOD	NORTH	22.20 FD PK SE SIDE
16" ELM	N50°E	18.28 FD PK N. SIDE
6" ELM	N60°E	11.78 FD PK SE SIDE
48" WILLOW	S55°W	17.08 SET DBL HEAD NAIL N. SIDE
N-S HIGHWAY FENCE	WEST	30.6
FOUND IRON PIPE IN FENCE	EAST	50 1/2'

P.L. "C"

FOUND 1/2" IRON BAR 6" BELOW BITUMINOUS SURFACE		
NORTH EDGE OF BITUMINOUS	NORTH	1.2
FOUND 1/2" ROD	EAST	17.49
42" OAK	N60°E	51.95 PK S. SIDE
UTILITY POLE	S50°E	70.25 PK NE SIDE
NE CORNER OF CONC. HEADWALL	N75°W	45.90
S. LEG OF "ARROW" SIGN	N65°W	31.69

P.L. "D"

FOUND 3/4" IRON BAR	S35°E	67.74 SET PK N. FACE
UTILITY POLE	SOUTH	1.4
S'LY EDGE OF BITUMINOUS		
CENTERLINE N'LY RR CROSSING	N80°W	104.6
POST	S80°W	43.0
STEEL FENCE CORNER		

REVISED 11-4-99
REVISED 12-11-98

CLIENT JEM CONSTRUCTION, LLC.

SURVEY
OF 6 PARCELS OF LAND IN THE
NE 1/4 AND SE 1/4 OF...

SECTION 20 TOWN 1 SOUTH RANGE 8 EAST

ATWELL-HICKS, INC.

CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
313-994-4998 • FAX NO. 313-994-1368
ANN ARBOR, MICHIGAN

DATE	7-23-97
JOB	42038.03
DR	ACT
BOOK	1013
FILE	RM

DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY (JOMAR DRIVE)

Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East Line of said Section 20; thence N71°11'05"W 504.64 feet along the North proposed 60 foot right-of-way line of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence continuing N71°11'05"W 100.00 feet; thence N18°48'55"E 73.34 feet; thence N27°32'53"E 94.53 feet; thence 344.88 feet along the arc of a nontangential circular curve to the left, radius 417.00 feet, chord bearing N11°20'20"W 335.14 feet; thence N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the right, radius 75.00 feet, chord bearing N54°58'03"E 66.00 feet; thence 535°01'57"E 83.63; thence 405.13 feet along the arc of a nontangential circular curve to the right, radius 483.00 feet, chord bearing S11°00'11"E 393.36 feet; thence S07°15'48"W 97.19 feet; thence S18°48'55"W 73.34 feet to the Place of Beginning, being part of the East 1/2 of said Section 20, and being subject to easements and restrictions of record, if any.

DESCRIPTION OF A 12' WIDE UTILITY EASEMENT

Commencing at the East 1/4 corner of Section 20, T1S, R6E, Northfield Township, Washtenaw County, Michigan; thence S01°28'30"W 602.40 feet along the East Line of said Section 20; thence N71°11'05"W 618.64 feet along the North proposed 60 foot right-of-way line of North Territorial Road (120 feet proposed) for a PLACE OF BEGINNING; thence N18°48'55"E 74.26 feet; thence N27°32'53"E 93.83 feet; thence 333.37 feet along the arc of a nontangential circular curve to the left, radius 405.00 feet, chord bearing N11°27'05"W 324.04 feet; thence N35°01'57"W 78.52; thence 452.05 feet along the arc of a non-tangential circular curve to the right, radius 87.00 feet, chord bearing N54°58'03"E 90.00 feet; thence S35°01'57"E 78.52; thence 414.59 feet along the arc of a circular curve to the right, radius 495.00 feet, chord bearing S11°02'17"E 402.58 feet; thence S07°15'48"W 97.81 feet; thence S18°48'55"W 74.55 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road; thence N18°48'55"E 73.34 feet; thence N07°15'48"E 97.19 feet; thence 405.13 feet along the arc of a nontangential circular curve to the left, radius 483.00 feet, chord bearing N11°00'11"W 393.36 feet; thence N35°01'57"W 83.63; thence 402.90 feet along the arc of a nontangential circular curve to the left, radius 75.00 feet, chord bearing S54°58'03"W 66.00 feet; thence S35°01'57"E 83.63; thence 344.88 feet along the arc of a circular curve to the right, radius 417.00 feet, chord bearing S11°20'20"E 335.14 feet; thence S27°32'53"W 94.53 feet; thence S18°48'55"W 73.34 feet; thence N71°11'05"W 12.00 feet along the North proposed 60 foot right-of-way line of said North Territorial Road to the Place of Beginning, being part of the East 1/2 of said Section 20.

REVISED 11-4-99
REVISED 10-19-99
REVISED 12-11-98

CLIENT JEM CONSTRUCTION, L.L.C.			
SURVEY OF 6 PARCELS OF LAND IN THE NE 1/4 AND SE 1/4 OF...			
SECTION 20	TOWNSHIP 1	RANGE 6	COUNTY 1
NORTHFIELD TOWNSHIP WASHTENAW COUNTY			

ATWELL-HICKS, INC. CIVIL ENGINEERING • SURVEYING • PLANNING ENVIRONMENTAL SERVICES 313-994-4000 • FAX NO. 313-994-1899 ANN ARBOR, MICHIGAN	
DATE: 12-11-98	
JOB: 42036.03	CAD: 20365402
DRAWN BY: JCT	CHECKED BY: RM
BOOK: 1013	PAGE: -
SHEET: 8	OF 8